Last Updated 9-24-09 at 3:19pm

#1

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COUNTY JUDGE'S OFFICE
09 SEP 23 AM 10:37

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session: **September 29, 2009**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

A. RECEIVE COMMENTS ON FISCAL YEAR 2010 TAX RATE AND BUDGET.

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.

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

2

Voting Session: September 29,2009

I. A. Request made by: HERSHEL LEE, TRAVIS COUNTY FIRE MARSHAL
Phone #: 854-9591
(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:

_____

_____

_____

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III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)

_____Additional funding for any department or for any purpose
_____Transfer of existing funds within or between any line item
_____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.

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
P. O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471

RECEIVED
COUNTY COMMISSIONERS COURT
09 SEP 22 AM 11:39

MEMORANDUM

To: Travis County Commissioners Court

From: Hershel Lee, Travis County Fire Marshal

Date: September 29, 2009

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

Travis County is not currently under an Order Prohibiting Outdoor Burning. Our drought index in nearing the point where we recommend that Commissioners Court consider placing a Burn Ban in effect for Travis County. The Office of Emergency Management and the Fire Marshal's Office recommend that Travis County Commissioners Court consider 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 October 28, 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 29th DAY OF SEPTEMBER 2009.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

Last Updated 9-24-09 at 3:19pm

3

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VS#_____

TRAVIS COUNTY COMMISSIONER'S COURT
AGENDA REQUEST

Please consider the following item for Voting Session on: 9/29/09 (HH)

I. A. Request made by: James Kitchens/Sheriff Greg Hamilton Phone No. 854-9770

B. Requested Text:

Consider and approve a proclamation for the 26th Annual National Night Out event the Date of October 6, 2009. I would like this item to be presented to the Sheriff's Office with a reading of the proclamation and a photo taken with the proclamation and the National Night Out banner.

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Is backup material attached*: **Yes** No

*Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Have the agencies affected by this request been invited to attend the work session? **Yes**

Please list those contacted and their phone numbers:

James Kitchens-Travis County Sheriff's Office 854-8413
Rosie Salinas – Austin Police Department Office of Community Liaison 974-4736

III. PERSONNEL
A change in your department's personnel (reclass, etc.).

IV. _____ BUDGET REQUEST:
If your request involves funding for your department please check:

_____ Additional funding for your department

_____ Transfer of funds within your department budget

_____ A change in your department's personnel

The County Human Resources Department (854-9165) and / or the Budget and Research Office (854-9106) must be notified before submission of this agenda request.

Last Updated 9-24-09 at 3:19pm

JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

September 11, 2009

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Sheriff Greg Hamilton

SUBJECT: National Night Out Proclamation

As reported by National Town Watch, "last year's National Night Out campaign involved citizens, law enforcement agencies, civic groups, businesses, neighborhood organizations and local officials from over 15,000 communities from all 50 states, U.S. territories, Canadian cities and military bases worldwide. In all, over 37 million people participated in National Night Out 2008.

NATIONAL NIGHT OUT is designed to:

- Heighten crime and drug prevention awareness;
- Generate support for, and participation in, local anticrime programs;
- Strengthen neighborhood spirit and police-community partnerships; and
- Send a message to criminals letting them know that neighborhoods are organized and fighting back."

I am requesting that the Court consider and approve a Proclamation for the 26th Annual National Night Out event scheduled for October 6, 2009.

PROCLAMATION

WHEREAS, The National Association of Town Watch is sponsoring a unique, nationwide crime and drug prevention program on October 6, 2009 called "National Night Out";

WHEREAS, National Night Out is designed to: (1) heighten crime awareness; (2) generate support for, and participation in, local anti-crime programs; (3) strengthen neighborhood spirit and police-community partnerships; and (4) send a message to criminals that neighborhoods are organized and fighting back;

WHEREAS, The 26th Annual National Night Out provides Travis County a unique opportunity to join forces with thousands of other communities around the world in promoting cooperative police and community crime and drug prevention efforts;

WHEREAS, The Travis County Sheriff's Office plays a vital role in establishing joint crime and drug prevention efforts in Travis County and is supporting National Night Out 2009 locally;

WHEREAS, The Travis County Sheriff's Office encourages all citizens to become aware of the importance of crime prevention programs and the impact their individual and collective participation can have on reducing crime and drug abuse in Travis County; and

WHEREAS, Police-community partnerships and neighborhood safety and awareness cooperation are important themes of the National Night Out program.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, ENCOURAGE ALL CITIZENS OF TRAVIS COUNTY TO JOIN THE SHERIFF'S OFFICE AND OTHER LOCAL LAW ENFORCEMENT AGENCIES, LOCAL BUSINESS SPONSORS AND THE NATIONAL ASSOCIATION OF TOWN WATCH IN SUPPORTING THE 26th ANNUAL NATIONAL NIGHT OUT.

Signed and entered this _____th day of September, 2009.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
ommissioner, Pct. 3

MARGARET GOMEZ
Commissioner, Pct. 4

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

4

Voting Session: September 29, 2009

I. A. Request made by: Margaret J. Gómez Phone #: 854-9444
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: APPROVE PROCLAMATION DESIGNATING OCTOBER 3-15, 2009 AS "THE NINTH ANNUAL BINATIONAL HEALTH WEEK" THROUGHOUT TRAVIS COUNTY, TEXAS.

C. Approved by: Margaret J. Gómez
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

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09 SEP 22 PM 1:53

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00pm on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

Travis County Commissioners Court

Proclamation

WHEREAS, The Secretariats of Health and of Foreign Affairs of Mexico, the Ministries of Foreign Affairs of Guatemala, El Salvador, Honduras, Colombia, Ecuador, and Peru, the Institute for Mexicans Abroad, the Mexican Social Security Institute, California's Department of Public Health, The California Endowment, the California HealthCare Foundation, the United States-Mexico Border Health Commission, and the Health Initiative of the Americas, a program of the University of California at Berkeley, School of Public Health, have recognized the necessity of improving access to health services for the underserved Latino population in the United States of America; and,

WHEREAS, According to the 2006 United States Census, this country is home to more than 44.5 million people of Latino origin; and,

WHEREAS, Improving the health of mobile populations requires multiple approaches in service design, delivery, funding priorities, and most fundamentally, requires strong binational commitment; and,

WHEREAS, In October 2001, 2002, 2003, 2004, 2005, 2006, 2007, and 2008 the Health Initiative of the Americas, and partnering organizations convened the first eight Binational Health Weeks, an unprecedented effort overseen by multi-agency taskforces, which conducted health promotion and education activities for the underserved Latino population in the United States and over 1,000,000 people benefited from the health care activities; and,

WHEREAS, In Travis County, the Ventanilla de Salud at the Consulate General of Mexico not only coordinates Binational Health Week, but also provides year-round outreach efforts focused on un-insured and underinsured Latino populations to raise awareness about preventative health and available health services; and,

WHEREAS, Travis County acknowledges the coordination by the Ventanilla de Salud in Austin and the contributions of many organizations and volunteers collaborating in the organization of health fairs and educational health workshops; and,

WHEREAS, Binational Health Week provides an opportunity to highlight critical health issues in Travis County and throughout the United States and will serve as the basis for future bilateral efforts; and,

WHEREAS, Travis County is committed to recognizing and honoring those observances that are dedicated to the best ideals of public services, and Binational Health Week is one such worthy observance.

NOW, THEREFORE, BE IT PROCLAIMED THAT THE TRAVIS COUNTY COMMISSIONERS COURT SALUTES THOSE EFFORTS TO IMPROVE PUBLIC HEALTH, AND PROCLAIMS OCTOBER 3rd - 15th , 2009 BE "THE NINTH ANNUAL BINATIONAL HEALTH WEEK" THROUGHOUT TRAVIS COUNTY, TEXAS.

IN WITNESS WHEREOF WE HAVE HERE UNTO SET OUR HANDS THIS 29TH DAY OF SEPTEMBER 2009.

_____

SAMUEL T. BISCOE,
County Judge

_____

RON DAVIS
County Commissioner, Pct. 1

_____

KAREN HUBER
County Commissioner, Pct. 3

_____

SARAH ECKHARDT
County Commissioner, Pct. 2

_____

MARGARET J. GÓMEZ
County Commissioner, Pct. 4

Last Updated 9-24-09 at 3:19pm

Item # 5

Travis County Commissioners Court Agenda Request

Meeting Date: September 29, 2009

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

B. Specific Agenda Language:

APPROVE RESOLUTION RECOGNIZING JUDY PITTSFORD ON HER RETIREMENT FROM TRAVIS COUNTY.

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.

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III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

☐ Additional funding for any department or for any purpose

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

☐ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

☐ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

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

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

Last Updated 9-24-09 at 3:10pm

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

6

Voting Session: September 29, 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 TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE ON THE INTERNSHIP AGREEMENT BETWEEN EVEREST INSTITUTE AND 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.

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY
OFFICE OF THE MEDICAL EXAMINER

1213 Sabine Street
PO Box 1748
Austin, TX 78767
Tel: (512) 854-9599
Fax: (512) 854-9044

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

BETH DEVERY, RN, JD
CHIEF ADMINISTRATIVE OFFICER

MEMORANDUM

DATE: September 18, 2009

TO: Travis County Commissioners Court

THROUGH: Danny Hobby, Executive Manager, Emergency Services

FROM: David Dolinak, MD, Chief Medical Examiner

RE: Internship Agreement with Everest Institute

Proposed Motion

Consider and take appropriate action regarding the Travis County Medical Examiner's Office on the Internship Agreement between the Everest Institute and Travis County.

Summary/Background

In the past, the Travis County Medical Examiner's Office (TCMEO) allowed volunteers to work in the office. This experience allowed those wanting experience in forensic science to learn more about the field, and provided the office with a volunteer staff that was trained in performing certain aspects of the operations. The volunteer program was discontinued in 2006 due to liability concerns. However, the TCMEO is approached on a regular basis by academic institutions to allow interns the opportunity to participate in a forensic science internship. An internship program is preferable to a volunteer program in that interns have liability coverage through their academic institution, learning takes place through a structured academic program, objectives of the internship program are clearly defined, and collaboration exists between the academic institution and TCMEO.

In 2008, the Court approved a form agreement to be used between Travis County and academic institutions that would like to place interns in our office. The intern from the Everest Institute would be under the direct supervision of our Chief Autopsy Technician, Gabriel Gauna or his designee. The contract is based on the language approved by the Court. The attached agreement has already been reviewed by the County Attorney and signed an Everest Institute representative.

INTERNSHIP AGREEMENT

This Internship Agreement is made by **Travis County, Texas**, through its Medical Examiner's Office ("County"), and **Everest Institute** ("Sponsoring School").

Recitals

Sponsoring School conducts educational programs related to the activities and services of the Travis County Medical Examiner's Office. Sponsoring School seeks relevant educational experience through practical application of academic training in an intellectual environment outside Sponsoring School, for its Students, who will receive academic credit from the Sponsoring School.

County wants to provide the experience described in the addendum to this agreement that is prepared for each Student, in compliance with section 2.

Agreement

The parties agree as follows:

1. **Administrative, Educational, and Supervisory Responsibility**. County designates the Chief Medical Examiner and his staff, including the Chief Administrative Officer as the On-Site Faculty or Supervisor who will assume administrative, educational, and supervisory responsibility for the Students during their internship at the County. The Chief Medical Examiner and his staff that are supervising the Students remain legally responsible for the care of the County's decedents. Students are subject to the exclusive supervision of County's On-Site Faculty with regard to any services provided under this agreement, including the investigation of deaths and execution of autopsies. Students will provide services only in accordance with County's policies and procedures. At the end of the Internship, the Supervisor shall provide the Instructor with a written evaluation of the services provided and of how well the Students met objectives.

2. **Period of Assignment, Educational Goals and Objectives and Evaluation Processes.** Before a Student may begin an internship:

   a. The Student must provide a resume of relevant experience and education, and the Sponsoring School must verify Student's registration with the school;

   b. The Student must authorize County to perform a criminal background check and to decline approving any student based on receipt of unacceptable information from that criminal history;

   c. The Student and the Sponsoring School must complete and execute the attached form that specifically indicates agreement about the following:

      i. the duration of the internship,
      ii. the educational goals and objectives to be attained by each Student during the internship at County, and

iii. the processes for evaluating the Student's attaining these goals and objectives;

d. The Student must complete an interview with the Chief Medical Examiner or his designated staff representative; and

e. The Chief Medical Examiner must agree to the goals and objectives and approve the Student for participation in the Internship program.

3. **Intern's Student and Employment Status**. Students shall remain registered students and, if applicable, employees of Sponsoring School during their internship at County, and as such, Sponsoring School or Student, as applicable, shall continue to provide the Student's salary, insurance and benefits, including workers' compensation coverage. Students receive no compensation from County during the internship.

4. **Governing Policies and Procedures**. Students shall continue to adhere to the policies and procedures of Sponsoring School while interning with County, except as follows:

   a. In relation to services provided, to the extent Sponsoring School's policies and procedures conflict with County's policies, procedures, and rules, the County's policies, procedures, and rules govern;

   b. Students are subject to the terms of County's alcohol and drug policy; and

   c. County may, at any time, require a Student to withdraw if the student's work or conduct, in County's sole opinion, is unsatisfactory or may have a detrimental effect on County's decedents or other personnel.

5. **Student Documentation**. Sponsoring School shall notify County in writing within two business days if any Student withdraws from Sponsoring School or from the course through which the internship is being offered, or if any Student becomes inactive as a Student at any time during the Internship. The Internship automatically ends at that time, if so.

6. **Term and Termination**. This Agreement has an initial term of one year and automatically renews for additional periods of one year at the end of each term unless previously terminated by either party. Any party may terminate this Agreement at any time, with or without cause, upon thirty days prior written notice to the other party. Any Student at the time of the termination of this Agreement shall be allowed to complete the Student's internship at the County, subject still to those conditions noted in Section 4(c).

7. **Independent Relationship**. This Agreement is not intended to create, nor may it be deemed or construed to create, any relationship among or between the parties other that that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Agents or employees of any party shall not be deemed the employee or agent of another party.

8. **Indemnification**. To the extent authorized under the constitution and laws of the State of Texas, Sponsoring School shall hold County harmless from liability resulting from Sponsoring School's acts or omissions within the terms of this Agreement. Sponsoring School, however, shall not hold County harmless from any claims, demands, or causes of

action arising in favor or any person or entity resulting from negligence (whether sole, joint, concurring, or otherwise) of County, its officers, agents, representatives or employees, or any person or entity not subject to Sponsoring School's supervision or control.

9. **Confidentiality**. Sponsoring School and Student shall maintain strict confidentiality of all information learned during the course of the Internship, including information on cases, processes, or functions performed at the County. This includes maintaining confidentiality for ten years after the end of the Internship period. If Sponsoring School or the Student or former Student wants to share any information learned in relation to reaching the Student's goals and objectives, the information must be reviewed by the Chief Medical Examiner or his designated staff and approval for its release given before the information is shared. Release of confidential information without prior approval results in immediate termination of both the Internship for all current Students and termination of this Agreement.

10. **Assignment**. No party may assign this Agreement or any part of it without the other party's prior written consent.

11. **Amendment**. This Agreement may only be amended in a writing signed by both parties.

12. **Use of Name**. No party may use the name, service mark, or logo of the other party without that party's prior written consent, except as required by law.

13. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Texas, and any suit relating to this Agreement shall be in a court of appropriate jurisdiction in or for Travis County, Texas.

The parties signing for the respective institutions named below affirm that they are legally authorized to sign on behalf of their respective institutions.

Name of Sponsoring School:

Everest Institute

By: Kimberly Oppermann Date: 9-15-09

Printed Name: Kimberly Oppermann

Title: School President

Travis County

By:_____ Date:_____
Samuel T. Biscoe, County Judge

By: (signature) Date: 9/18/09
David Dolinak, MD
Chief Medical Examiner
Travis County Medical Examiner's Office

EDUCATIONAL ADDENDUM BETWEEN
Sponsoring School, Student,
And
Travis County Medical Examiners Office

DATE:_____

This addendum establishes the basis for internship for the Students in the attached list.

Subject Name of Internship: _____

Period of Internship:_____ **Hours per week to be worked:**_____

Work schedule (days and times): _____

Sponsoring School's Program Director : _____

Name of Student Intern's Instructor: _____

Phone Number # _____

Name of Student Intern: _____

Address _____

Work phone # _____ **Home phone #** _____

On-site Responsible Education Program Coordinator: Gabriel Gauna

On-site Faculty Responsible for Student Supervision and Evaluation: Gabriel Gauna

A. Educational Goals: (describe in detail desired knowledge for each area, add areas as needed.)

1) **Knowledge of Medical Examiner Office Practices**

2) **Practice based learning and improvement**

3) **Interpersonal & Communication Skills**

4) **Professionalism**

5) **Systems based practice**

B. Educational Objectives [state objective as an action verb ("to learn.., to experience…, etc.) then state the process by which the objective will be achieved and how you will know when it has been achieved.]

1)

2)

3)

4)

5)

6)

7)

8)

The Student agrees to report for work at the scheduled times on the scheduled days and perform the work tasks assigned by County. The Student shall keep a Work Log of learning experiences, which includes the daily work activities and number of hours worked. The Student shall provide the Supervisor and Instructor with a typed report that sets forth the learning acquired through the Internship.

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The undersigned Student, Supervisor, and Instructor agree to and shall maintain strictly confidential all information learned during the Internship, including information on cases, processes, or functions performed at the County during the Internship, and shall keep the information confidential for at least ten years after the end of the Internship period, unless approval for release of specific information is requested and given by the Chief Medical Examiner or his designated staff. The undersigned Student, Supervisor, and Instructor understand and agree that if any information is released without prior approval, the Internship for all current Students and the Agreement for all future Internship with the School is terminated immediately.

In consideration of the opportunity to participate in the Internship, the undersigned Student, Supervisor, and Instructor agree to and do hereby release, waive, discharge, and covenant not to sue Travis County, its officers, agents, employees and servants (the "Released Parties") from all claims, demands, losses, or liabilities of any kind or nature, and for any personal injuries, death or property damage which may occur in connection to their participation in the Internship. Without limiting this agreement, the undersigned Student, Supervisor, and Instructor agree that the Released Parties shall not be liable to them, their family, or guests, for personal injury, property damage, or any other Claims arising from or related to participation in the Internship. The undersigned Student, Supervisor, and Instructor expressly acknowledge that they are participating freely and voluntarily in this Internship and are aware of and assume the risk of this Internship. The undersigned Student, Supervisor, and Instructor agree, on their own behalf, that this release shall bind their representatives, assigns, heirs, and or next of kin.

This release extends to any personal injury, death, or property damage sustained by them and their invitees that was caused from either the negligence (whether sole, joint, or concurrent), gross negligence, negligence per se, strict liability or intentional tort of Travis County, the Travis County Medical Examiner, or their officers, agents, employees, or servants, whether so identified or not. This release also includes any injuries related to or caused by the operation of any motor-driven vehicle.

The undersigned Student, Supervisor, and Instructor agree that this release, waiver, and covenant not to sue is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned Student, Supervisor, and Instructor acknowledge this document waives or gives up certain legal rights they may have had if they had not agreed to this release and participated in this Internship. The undersigned Student, Supervisor, and Instructor assume all of the ordinary risks normally incidental to the nature of the Internship, including risks that are not specifically foreseeable.

The undersigned Student, Supervisor, and Instructor also agree to release Travis County, the Travis County Medical Examiner, and its officers, agents, employees or servants from any claim whatsoever on account of first aid or medical treatment rendered for injuries sustained when they are treated for any purpose and grants to Travis County the right to administer first aid if necessary.

The undersigned Student, Supervisor, and Instructor further state that they understand the contents of this document and sign this release of their own free act.

_____ Date _____
Student Intern

_____ Date: _____
Program Director or Instructor
Sponsoring School

_____ Date: _____
David Dolinak, MD
Chief Medical Examiner
Travis County Medical Examiner's Office

INTERNSHIP AGREEMENT

This Internship Agreement is made by **Travis County, Texas**, through its Medical Examiner's Office ("County"), and **Everest Institute** ("Sponsoring School").

Recitals

Sponsoring School conducts educational programs related to the activities and services of the Travis County Medical Examiner's Office. Sponsoring School seeks relevant educational experience through practical application of academic training in an intellectual environment outside Sponsoring School, for its Students, who will receive academic credit from the Sponsoring School.

County wants to provide the experience described in the addendum to this agreement that is prepared for each Student, in compliance with section 2.

Agreement

The parties agree as follows:

1. **Administrative, Educational, and Supervisory Responsibility**. County designates the Chief Medical Examiner and his staff, including the Chief Administrative Officer as the On-Site Faculty or Supervisor who will assume administrative, educational, and supervisory responsibility for the Students during their internship at the County. The Chief Medical Examiner and his staff that are supervising the Students remain legally responsible for the care of the County's decedents. Students are subject to the exclusive supervision of County's On-Site Faculty with regard to any services provided under this agreement, including the investigation of deaths and execution of autopsies. Students will provide services only in accordance with County's policies and procedures. At the end of the Internship, the Supervisor shall provide the Instructor with a written evaluation of the services provided and of how well the Students met objectives.

2. **Period of Assignment, Educational Goals and Objectives and Evaluation Processes.** Before a Student may begin an internship:

   a. The Student must provide a resume of relevant experience and education, and the Sponsoring School must verify Student's registration with the school;

   b. The Student must authorize County to perform a criminal background check and to decline approving any student based on receipt of unacceptable information from that criminal history;

   c. The Student and the Sponsoring School must complete and execute the attached form that specifically indicates agreement about the following:

      i. the duration of the internship,
      ii. the educational goals and objectives to be attained by each Student during the internship at County, and

iii. the processes for evaluating the Student's attaining these goals and objectives;

d. The Student must complete an interview with the Chief Medical Examiner or his designated staff representative; and

e. The Chief Medical Examiner must agree to the goals and objectives and approve the Student for participation in the Internship program.

3. **Intern's Student and Employment Status**. Students shall remain registered students and, if applicable, employees of Sponsoring School during their internship at County, and as such, Sponsoring School or Student, as applicable, shall continue to provide the Student's salary, insurance and benefits, including workers' compensation coverage. Students receive no compensation from County during the internship.

4. **Governing Policies and Procedures**. Students shall continue to adhere to the policies and procedures of Sponsoring School while interning with County, except as follows:

   a. In relation to services provided, to the extent Sponsoring School's policies and procedures conflict with County's policies, procedures, and rules, the County's policies, procedures, and rules govern;

   b. Students are subject to the terms of County's alcohol and drug policy; and

   c. County may, at any time, require a Student to withdraw if the student's work or conduct, in County's sole opinion, is unsatisfactory or may have a detrimental effect on County's decedents or other personnel.

5. **Student Documentation**. Sponsoring School shall notify County in writing within two business days if any Student withdraws from Sponsoring School or from the course through which the internship is being offered, or if any Student becomes inactive as a Student at any time during the Internship. The Internship automatically ends at that time, if so.

6. **Term and Termination**. This Agreement has an initial term of one year and automatically renews for additional periods of one year at the end of each term unless previously terminated by either party. Any party may terminate this Agreement at any time, with or without cause, upon thirty days prior written notice to the other party. Any Student at the time of the termination of this Agreement shall be allowed to complete the Student's internship at the County, subject still to those conditions noted in Section 4(c).

7. **Independent Relationship**. This Agreement is not intended to create, nor may it be deemed or construed to create, any relationship among or between the parties other that that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Agents or employees of any party shall not be deemed the employee or agent of another party.

8. **Indemnification**. To the extent authorized under the constitution and laws of the State of Texas, Sponsoring School shall hold County harmless from liability resulting from Sponsoring School's acts or omissions within the terms of this Agreement. Sponsoring School, however, shall not hold County harmless from any claims, demands, or causes of

action arising in favor or any person or entity resulting from negligence (whether sole, joint, concurring, or otherwise) of County, its officers, agents, representatives or employees, or any person or entity not subject to Sponsoring School's supervision or control.

9. **Confidentiality**. Sponsoring School and Student shall maintain strict confidentiality of all information learned during the course of the Internship, including information on cases, processes, or functions performed at the County. This includes maintaining confidentiality for ten years after the end of the Internship period. If Sponsoring School or the Student or former Student wants to share any information learned in relation to reaching the Student's goals and objectives, the information must be reviewed by the Chief Medical Examiner or his designated staff and approval for its release given before the information is shared. Release of confidential information without prior approval results in immediate termination of both the Internship for all current Students and termination of this Agreement.

10. **Assignment**. No party may assign this Agreement or any part of it without the other party's prior written consent.

11. **Amendment**. This Agreement may only be amended in a writing signed by both parties.

12. **Use of Name**. No party may use the name, service mark, or logo of the other party without that party's prior written consent, except as required by law.

13. **Governing Law**. This Agreement shall be construed in accordance with the laws of the State of Texas, and any suit relating to this Agreement shall be in a court of appropriate jurisdiction in or for Travis County, Texas.

The parties signing for the respective institutions named below affirm that they are legally authorized to sign on behalf of their respective institutions.

Name of Sponsoring School:

Everest Institute

By: Kimberly Oppermann Date: 9-15-09

Printed Name: Kimberly Oppermann

Title: School President

Travis County

By:_____ Date:_____

Samuel T. Biscoe, County Judge

By: [signature] Date: 9/18/09

David Dolinak, MD
Chief Medical Examiner
Travis County Medical Examiner's Office

EDUCATIONAL ADDENDUM BETWEEN
Sponsoring School, Student,
And
Travis County Medical Examiners Office

DATE:_____

This addendum establishes the basis for internship for the Students in the attached list.

Subject Name of Internship: _____

Period of Internship:_____ **Hours per week to be worked:**_____

Work schedule (days and times): _____

Sponsoring School's Program Director : _____

Name of Student Intern's Instructor: _____

Phone Number # _____

Name of Student Intern: _____

Address _____

Work phone # _____ **Home phone #** _____

On-site Responsible Education Program Coordinator: Gabriel Gauna

On-site Faculty Responsible for Student Supervision and Evaluation: Gabriel Gauna

A. Educational Goals: (describe in detail desired knowledge for each area, add areas as needed.)

1) **Knowledge of Medical Examiner Office Practices**

2) **Practice based learning and improvement**

3) **Interpersonal & Communication Skills**

4) **Professionalism**

5) **Systems based practice**

B. Educational Objectives [state objective as an action verb ("to learn.., to experience..., etc.) then state the process by which the objective will be achieved and how you will know when it has been achieved.]

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Student Intern

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Program Director or Instructor
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David Dolinak, MD
Chief Medical Examiner
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Everest Institute

By: Kimberly Oppermann Date: 9-15-09

Printed Name: Kimberly Oppermann

Title: School President

Travis County

By:_____ Date:_____
Samuel T. Biscoe, County Judge

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David Dolinak, MD
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Travis County Medical Examiner's Office

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And
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Work phone # _____ **Home phone #** _____

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_____ Date _____
Student Intern

_____ Date: _____
Program Director or Instructor
Sponsoring School

_____ Date: _____
David Dolinak, MD
Chief Medical Examiner
Travis County Medical Examiner's Office

Last Updated: 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

7

Approved by: Cyd V. Grimes 9/18/09 MB

Voting Session: September 29, 2009
REQUESTED ACTION: APPROVE MODIFICATION NO. 7 TO INTERLOCAL AGREEMENT NO. IL060341RE, WITH TRAVIS COUNTY MHMR, FOR SUBSTANCE ABUSE SERVICES. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner
Department: HHS, Sherri Fleming, Executive Manager
County Attorney (when applicable): Mary Etta Gerhardt
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.

This agreement between Travis County, the City of Austin and Austin Travis County Mental Health and Mental Retardation (ATCMHMR) is for the provision of substance abuse treatment services. Under the agreement, ATCMHMR manages a network, which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

Modification number 7 increases County funding from $817,914 to $975,854, an increase of $157,940.

Modification number 6 renewed the agreement for an additional twelve month period from January 1, 2009 through December 31, 2009.

Modification number 5 increased the County funding from $906,114 to $1,036,419 an increase of $130,305

Modification number 4 increased the County funds from $611,799 to $906,114, an increase of $294,315.

Modification number 3 renewed the agreement for an additional twelve month period from January 1, 2008 through December 31, 2008.

Modification number 2 renewed the agreement for an additional twelve month period from January 1, 2007 through December 31, 2007.

Modification number 1 increased the City of Austin's funding to the 2006 contract by $5,122.00

- **Contract-Related Information:**
  Award Amount:$611,799- County, $895,352- City ($1,507,151 total contract amount)
  Contract Type: Professional Services
  Contract Period: January 1, 2006-December 31, 2006

- **Contract Modification Information:**
  Modification Amount: $1,127,914 County, $648,990-City (total of $1,776,904)
  Modification Type: Bilateral
  Modification Period: January 1, 2008-December 31, 2008

  Contract Expenditures: Within the past 12 months $1,036,419 has been spent against this contract.

- **Solicitation-Related Information:**

  Solicitations Sent: N/A Responses Received: N/A

  HUB Information: N/A % HUB Subcontractor: N/A

- **Special Contract Considerations:**

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

- **Funding Information:**
  ☒ Purchase Requisition in H.T.E.: 481663
  ☐ Funding Account(s): 001-5868-611-6293, 638-5868-611-6293
  ☐ Comments:

- **Statutory Verification of Funding:**
  ☒ Contract Verification Form: Funds Verified _X_ Not Verified _ by Auditor.

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

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

DATE: September 11, 2009
TO: Members of the Commissioners Court

FROM: Sherri Fleming by [illegible]
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

SUBJECT: MHMR SAMSO interlocal agreement amendment

Proposed Motion:
Consider and take appropriate action to approve an amendment to the 2009 interlocal agreement between Travis County, the City of Austin, and Austin Travis County Mental Health and Mental Retardation adding additional Parenting in Recovery grant funds.

Summary and Staff Recommendations:
Travis County, the City of Austin and Austin Travis County Mental Health and Mental Retardation (ATCMHMR) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCMHMR manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

Travis County provides General Fund money for this interlocal as well as funds from the Parenting in Recovery (PIR) grant. Because the PIR grant follows the county fiscal year while the interlocal follows the calendar year, the grant funds end up being split between two calendar years (three months in 2008 and nine months in 2009). This amendment will add $75,252 in unspent grant funds left from the 2008 interlocal as well as adding $82,688 (three month's worth of funding for October, November, December 2009) from the FY'10 PIR grant to fund services through the end of the calendar year.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:
The original contract had Travis County providing $611,799 from the General Fund as well as $206,115 from the Parenting in Recovery grant. The addition of $157,940 in Parenting in Recovery grant funds brings Travis County's total contribution for 2009 to $975,854. The City of Austin is providing a total of $958,990. This is split between the City of Austin ($648,990) and Community Court ($310,000). This contract follows the calendar year. The contract number is IL060341RE.

Issues and Opportunities:
Services provided under this interlocal include:

Outreach – Identify persons needing assistance and encourage them to enter services.

Intake/Assessment/Referral – A competent, clinical substance abuse assessment will be required for all potential clients and may be conducted by any provider in the service network based on the client's entry point into the system and her/his level of need.

Detoxification – As defined by the Texas Commission on Alcohol and Drug Abuse (TCADA), detoxification is chemical dependency treatment designed to reduce systematically the amount of alcohol and/or other toxic chemicals in a client's body, manage withdrawal symptoms, and encourage the client to seek ongoing treatment for chemical dependency.

Residential Treatment – Includes residential treatment services as defined and licensed by TCADA. Residential services require clients to reside at the facility for a specified period of time while undergoing chemical dependency treatment.

Transitional Housing - Housing provided to an eligible client for a period not to exceed 12 months for the purpose of moving the client towards greater self-sufficiency.

Intervention Counseling Services - Includes individual counseling with Eligible Clients and/or family members.

Day Treatment Services – Intensive outpatient treatment services are provided to an individual client for approximately five hours per day, for a total of at least twenty hours of services per week. The client does not reside at the treatment facility.

Outpatient and Continuing Care/Aftercare Services – These services usually include individual and/or group counseling services and the continuation of transitioning the client into other community-based support systems such as Alcoholics Anonymous/Narcotics Anonymous (AA/NA) groups, sponsors in the community, etc.

Case Management and Support Services – As defined by TCADA, case management involves an accountable staff person providing services that include linking a client with

needed services; helping a client develop skills to use basic community resources and services; and monitoring and coordinating the services received by a client.

The performance measures in the 2009 agreement state that approximately 673 unduplicated clients will be served from the homeless adult, high-risk women and high-risk youth target populations, plus approximately 118 unduplicated clients will be referred by Community Court. The Parenting in Recovery grant money will provide services for another 25 clients from families in the child welfare system as a result of methamphetamine or other substance abuse.

Background:
The interlocal for substance abuse treatment services has been in place since 1999.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHS/VS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

PI625I02 **TRAVIS COUNTY** 9/17/09
Purchase Requisition 11:51:11

Last Updated 9-24-09 at 3:19pm

```
Number . . . . . :  0000481663
Type . . . . . :  1  PURCHASE REQUISITION
Status . . . . . :  AUDITOR APPROVAL
Reason . . . . . :  MODIFICATION TO PO #417203 MHMR SAMSO PIR-GRANT
By . . . . . :  CAULA MCMARION 44119
Date . . . . . :   9/16/09
Vendor . . . . . :     7316  AUSTIN TRAVIS COUNTY MHMR
Contract nbr . . . . :
Ship to . . . . . :  NS  HUMAN SERVICES ADMIN SVCS
Deliver by date . . . :   9/16/09
Buyer . . . . . :
Fiscal year code . . . :  C  C=Current year, P=Previous year, F=Future year
```

Type options, press Enter.
5=Display 8=Item extended description

Opt	Line#	Quantity	UOM	Description
_	1	71669.00	DOL	SUBSTANCE ABUSE SERVICES 10/1/08-12/31/08 MODIFICATION TO PO #417203 ADDING THE UPSEPND PIR FUNDS LEFT FROM THE 2008 SAMSO TO THE FIRST NINE +

Total: 75252.00

F3=Exit F7=Alternate view F9=Print
F10=Approval info F12=Cancel F20=Comments

Last Updated 9-24-09 at 3:19pm

Purchase Requisition - Item Information

Line number . . . :	1
Item desc . . . . :	SUBSTANCE ABUSE SERVICES 10/1/08-12/31/08
Vendor part # . . :	
Commodity . . . . :	952 HUMAN SERVICES
Sub-com . . . . . :	085 SUBSTANCE ABUSE SERVICES
Item # . . . . . :	00018
Ship to . . . . . :	NS HUMAN SERVICES ADMIN SVCS
Quantity . . . . . :	71,669.00
Order UOM . . . . :	DOL DOLLAR
Cost code . . . . :	N NOT APPLICABLE
Unit cost . . . . :	1.0000
Account # . . . . :	63858686116293
Project . . . . . :	M09638
Purchase order . :	

Press Enter to continue.

F8=Extended Description F12=Cancel F14=Work orders

MODIFICATION OF CONTRACT NUMBER: IL060341RE, Substance Abuse Services Page 1 of 3 Pages

ISSUED BY: Last Updated: 8-24-09 at 01:19pm PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Rebecca Gardner** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **September 2, 2009**
ISSUED TO: **Austin/Travis County MHMR** **P.O. Box 3548** **Austin, TX 78764-3548**	MODIFICATION NO.: **7**	EXECUTED DATE OF ORIGINAL CONTRACT: **January 1, 2006**

ORIGINAL CONTRACT TERM DATES: **January 1, 2006-December 31, 2006** CURRENT CONTRACT TERM DATES: **January 1, 2009-December 31, 2009**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $1,507,151.00 Current Modified Amount $1,934,844.00

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

The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Total contract funds for 2009 are increased from $1,776,904.00 to $1,934,844.00. County funds are increased from $817,914.00 to $975,854.00. No change to city funds.
2. No change to contract term dates.

The Agreement is amended according to the terms of the attachment to this Modification, all of which are hereby made a part of the Agreement and constitute promised performances by Austin Travis County Mental Health Mental Retardation Center in accordance with all terms of the Agreement, as amended.

Note to Vendor/City:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

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

LEGAL BUSINESS NAME: Austin Travis Co. MHMR BY: _____ SIGNATURE BY: David Evans PRINT NAME TITLE: Executive Director ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☑ OTHER DATE: 9/8/09
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:
CITY OF AUSTIN, TEXAS BY: _____ MARC OTT OR DESIGNEE, AUSTIN CITY MANAGER	DATE:

AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT BETWEEN TRAVIS COUNTY, THE CITY OF AUSTIN AND THE AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER FOR SUBSTANCE ABUSE TREATMENT AND RELATED BEHAVIORAL HEALTHCARE AND SUPPORT SERVICES

This Amendment ("Amendment") of Interlocal Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County"), The City of Austin, a municipal corporation and political subdivision of the State of Texas ("City") and Austin Travis County Mental Health Mental Retardation Center ("Center").

County, City and Center entered into an agreement to provide mental health, mental retardation and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began January 1, 2006, and terminated December 31, 2006 ("Initial Agreement Term").

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement provided for renewal and amendment of the agreement by the written agreement of the Parties.

Pursuant to the terms of the Agreement, the Agreement was renewed for an additional term, with the latest Agreement Term beginning January 1, 2009, and terminating December 31, 2009 ("2009 Renewal Term").

County, City and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 GENERAL TERMS.

1.1 **2009 Renewal Term**. The Parties agree that the changes made in this Amendment are applicable to the 2009 Renewal Term beginning January 1, 2009, and terminating December 31, 2009.

1.2 **Amendment Terms.** The Parties agree that the changes in Agreement amounts included in this Amendment are necessary to reflect multiple grant year funding which was anticipated in the work statement and performance measures originally set forth in the Agreement. For that reason, no changes in those attachments are required in this Amendment.

2.0 FINANCIAL PROVISIONS

2.1 **Maximum Funds.** The Parties agree to delete Section 13.1.1 - 2009 Renewal Term Funds, as added by previous amendment, and substitute the following:

13.1.1 - Amended 2009 Renewal Term Funds. Subject to the requirements of the Agreement, and in consideration of full and satisfactory performance of the services and activities required under the Agreement during the 2009 Renewal Term, County and City shall provide funds not to exceed the following amounts:

County	$ **611,799.00**
City	$ **648,990.00**
Travis County Grant	
FY '09	$ **281,367.00**
FY '10	$ **82,688.00**
Community Court	$ **310,000.00**
TOTAL	**$1,934,844.00**

2.2 Fiscal Year Limitation. The Parties agree to delete Section 13.1.2 - 2009 Renewal Term Fiscal Year Limitation, as added by previous amendment, and substitute the following:

13.1.2 - Amended 2009 Renewal Term Fiscal Year Limitation. Of the totals set forth in Section 4.1 of this 2009 Renewal, Center cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

	County		
(i)	January 1, 2009 - September 30, 2009	(75% of total)	$ **458,849.00**
(ii)	October 1, 2009 - December 31, 2009	(25% of total)	$ **152,950.00**
(iii)	January 1, 2009 - September 29, 2009 (FY '09 Grant)		$ **281,367.00**
(iv)	September 30, 2009 - December 31, 2009 (FY '10 Grant)		$ **82,688.00**
	City (including City and Community Court funds)		
(i)	January 1, 2009 - September 30, 2009	(75% of total)	$ **719,243.00**
(ii)	October 1, 2009 - December 31, 2009	(25% of total)	$ **239,747.00**

All other provisions of Section 13.1.2 of the Agreement not specifically changed herein will continue to apply to the terms of the 2009 Renewal.

3.0 INCORPORATION

3.1 County, City and Center hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County, City and Contractor hereby ratify all the terms and conditions of the Amended as amended. The Agreement with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

4.0 EFFECTIVE DATE

4.1 This Amendment is effective August 1, 2009, when it is approved and signed by all Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

Last Updated: 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

8

Approved by: _____ Cyd V. Grimes 9/18/09

Voting Session: Tuesday, September 29, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 4 TO INTERLOCAL AGREEMENT NO. IL070037RE, WITH AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER, FOR SYSTEM OF CARE SERVICES, (HHS & VS).

Points of Contact:

Purchasing: Rebecca Gardner
Department: Sherri Fleming, Executive Manager HHS
County Attorney (when applicable): Mary Etta Gerhardt
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro And Jose Palacios
Other:

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 22 PM 3:52

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

- Through this agreement, Austin Travis County Mental Health Mental Retardation Center (ATCMHMR) acts as the Managed Services Organization (MSO) providing fiscal oversight, quality assurance, and maintenance of the provider network in connection with the Youth and Family Assessment Center (YAFAC) and the Children's Partnership.
- This agreement also provides the System of Care services which provide children and youth with complex mental health needs, and their families, access to a wide array of traditional and nontraditional services provided in the community and tailored for each family in a culturally appropriate manner.
- Modification number 4 will increase the FY 2009 contract funds from $632,658 to $702,658, an increase of $70,000. The agreement is also renewed for an additional twelve month period from October 1, 2009 through September 30, 2010.
- Modification number 3 increased the FY 2009 contract funds from $400,564 to $632,658, an increase of $205,094
- Modification number 2 increased the FY 2008 contract funds from $265,000 to $654,324, an increase of $389,324.
- Modification number 1 increased the contract amount from $85,000 to $265,000, in support of the MSO activities related to the Children's Partnership and YAFAC.

Last Updated 9-24-08 at 3:19pm

- **Contract Expenditures:** within the last 8 months $402,564.00 has been spent against this contract.

- **Contract-Related Information:**
  Award Amount: $85,000.00
  Contract Type: Interlocal Agreement
  Contract Period: October 1, 2006-September 30, 2007

- **Contract Modification Information:**
  Modification Amount: $205,094.00
  Modification Type: Bilateral
  Modification Period: October 1, 2008 – September 30, 2009

- **Solicitation-Related Information:**

  Solicitations Sent: N/A Responses Received: N/A

  HUB Information: N/A % HUB Subcontractor: N/A

- **Special Contract Considerations:**

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

Funding Information:

☒ Purchase Requisition in H.T.E.: 2009- accrual done by HHS 2010-To be entered after new budget is loaded

☒ Funding Account(s):
☐ Comments:

- **Statutory Verification of Funding:**
  ☒ Contract Verification Form: Funds Verified ___ Not Verified _X_ by Auditor.

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

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

DATE: September 15, 2009
TO: Members of the Commissioners Court

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

SUBJECT: System of Care contract renewal and amendment

Proposed Motion:
Consider and take appropriate action to approve an amendment to the FY'09 System of Care contract adding $70,000 in General Fund money as well as renewing the contract for FY'10.

Summary and Staff Recommendations:
Travis County Health and Human Services and Veterans Service (TCHHSVS) uses a contract with the Austin Travis County Mental Health and Mental Retardation Center (ATCMHMR) to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. Various agencies provide services through three collaborations: The Children's Partnership, Community Partners for Children, and The Youth and Family Assessment Center. Each of these collaborations serves a target population. ATCMHMR acts as the managed services organization (MSO), overseeing the services provided through these collaborations. The programs are demand driven and the utilization of services fluctuates each year with the different number of eligible children and families needing assistance and the level of complexity of the issues that need to be addressed. The System of Care contract also serves clients enrolled in the grant funded Parenting in Recovery program.

The amendment to the FY'09 contract is adding $70,000 in General Fund money to meet projections by the Office of Children's Services staff as to what is needed to be able to serve clients until the end of the fiscal year.

The contract is also being renewed for FY'10.

TCHHSVS staff recommends approving this renewal and amendment.

Budgetary and Fiscal Impact:
After the amendment adding $70,000 in General Fund money, the FY'09 System of Care contract will have $465,000 in General Fund money as well as $187,658 in Parenting in Recovery grant money and $50,000 from the Milburn Trust. Total funds in the FY'09 contract come to $702,658.

The FY'10 renewal starts with $315,000 in General Fund money as well as $99,857 in Parenting in Recovery grant money and $47,675 from the Milburn Trust. Total funds in the FY'10 contract come to $462,532.

This contract follows the fiscal year. The contract number is PS070037RE.

Issues and Opportunities:
The System of Care contract pays for services for children, adolescents and families referred by the following:

1. The Children's Partnership (TCP) - a collaborative of agencies serving children and adolescents with complex mental health needs and their families in Travis County. These agencies include TCHHS/VS, Travis County Juvenile Probation Department, Austin/Travis County MHMR Center, Region VII Department of Protective and Regulatory Services, Austin, Manor and Pflugerville Independent School Districts, Texas Health and Human Services Commission, and Casey Family Programs.

2. Community Partners for Children (CPC) - a group of more than 20 agencies providing a single point of community collaboration for children with complex needs and their families. Participants receive an individualized plan of care, connection to community-based services, and access to flexible funding.

3. Youth and Family Assessment Center (YFAC) - a collaboration that provides comprehensive services and supports to children and adolescents at risk of serious behavior problems and dropping out of school. Partners include TCHHS/VS, City of Austin, The Austin Project, Communities in Schools, ATCMHMR, Travis County Truancy Court, Travis County Juvenile Probation Department, Region XIII Educational Services Center, and Austin Independent School District.

Background:
The collaborations funded through the System of Care contract provide strength-based, comprehensive services and supports to youth with serious behavior problems and at risk of dropping out of school. The goal is to keep youth in school, out of jail, out of the

Child Protective Services substitute care system, and safely functioning in the community. If residential treatment is needed, the goal is to keep those placements short in duration. The Parenting in Recovery grant funds allow these same services to be offered to clients enrolled in that program.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

MODIFICATION OF CONTRACT NUMBER: IL070037RE System of Care **PAGE 1 OF 59 PAGES**

ISSUED BY: Last Updated: 9-24-09 at 3:19pm PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Rebecca Gardner** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **September 14, 2009**
ISSUED TO: **Austin Travis County MHMR** **1430 Collier Street** **Austin, Texas 78764-3548**	MODIFICATION NO.: **4**	EXECUTED DATE OF ORIGINAL CONTRACT: **October 1, 2006**

ORIGINAL CONTRACT TERM DATES: **October 1, 2006-September 30, 2007** CURRENT CONTRACT TERM DATES: **October 1, 2008-September 30, 2009**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $85,000.00 Current Modified Amount See below

DRAFT

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.

The above referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Maximum Amounts. The Parties agree that the maximum amounts for the 2009 Renewal Term will be amended to show amounts not to exceed the following:

County General Funds	$ 465,000.00
Parenting In Recovery Grant Funds	187,658.00
Milburn Grant Funds	50,000.00
TOTAL:	**$ 702,658.00**

2. Contract is renewed for an addition twelve month period from October 1, 2009 through September 30, 2010 with the amount not to exceed the following:

County General Funds	$ 315,000.00
Parenting In Recovery Grant Funds	99,857.00
Milburn Grant Funds	47,675.00
TOTAL:	**$ 462,532.00**

3. Amend attachments as indicated in the "Renewal and Amendment" attached to this modification page.

The Agreement is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Agreement and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.

Note to Vendor/City:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

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

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

RENEWAL AND AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT BETWEEN TRAVIS COUNTY AND THE AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER FOR MANAGED SERVICES RELATED TO THE SYSTEM OF CARE

This Renewal and Amendment ("Amendment/2010 Renewal") of Interlocal Agreement is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Austin Travis County Mental Health Mental Retardation Center ("Center").

RECITALS

County and Center (collectively referred to herein as the "Parties") entered into an agreement to provide mental health, mental retardation and substance abuse services for indigent citizens and other eligible clients ("Agreement") the Initial Term of which began October 1, 2006, and terminated September 30, 2007 ("Initial Agreement Term"); and

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and for public health education and information related to mental health, mental retardation and substance abuse services in accordance with the terms of the Agreement, thus providing services which further a public purpose; and

The Agreement provided for renewal and amendment of the agreement by the written agreement of the Parties; and

Pursuant to the terms of the Agreement, the Agreement has been renewed for additional terms continuing through September 30, 2009 ("2009 Renewal Term"); and

Where goods or services are funded from federal, state or local grants ("Grant"), Center will, according to the terms of the Grant, provide goods and services necessary to achieve the Grant's purpose in accordance with Grant terms.

County and Center desire to renew the Agreement for an additional one-year term ("2010 Renewal Term") and to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement applicable to the 2009 Renewal Term and the 2010 Renewal Term.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to amend the Agreement as follows:

1.0 INTERLOCAL TERMS.

1.1 2009 Renewal Term. The Parties agree that a portion of the changes set forth in this Amendment will be applicable to that time period beginning October 1, 2008, and continuing through September 30, 2009 ("2009 Renewal Term").

1.2 2010 Renewal Term. The Parties acknowledge and agree to renew the Agreement for an additional term beginning October 1, 2009, and terminating September 30, 2010 ("2010 Renewal Term"), and to make certain changes applicable to that 2010 Renewal Term.

1.3 2009 Amendment Term. The Parties agree that the changes made in this Amendment/2010 Renewal related to the 2009 funds will be applicable to that time period beginning August 1, 2009, and continuing through September 30, 2009.

1.4 2010 Grant Renewal Term. The Parties agree that the changes made in this Amendment/2010 Renewal related to the 2010 Grant funds will be applicable to that time period beginning September 30, 2009, and terminating September 29, 2010 ("2010 Grant Renewal Term").

2.0 MAXIMUM AMOUNTS.

2.1 2009 Renewal Term Maximum Amount. The Parties agree to amend the maximum amounts applicable to the 2009 Renewal Term (Section 13.1.1) to reflect amounts not to exceed the following for the 2009 Renewal Term:

County General Funds	$465,000.00
Parenting In Recovery Grant Funds	$187,658.00
Milburn Grant Funds	$ 50,000.00
TOTAL:	$702,658.00

2.2 2010 Renewal Term Maximum Amounts. The Parties agree to amend the maximum amounts applicable to the 2010 Renewal Term (Section 13.1.1) to reflect amounts not to exceed the following for the 2010 Renewal Term:

County General Funds	$ 315,000.00
Parenting In Recovery Grant Funds	99,857.00
Milburn Grant Funds	47,675.00
TOTAL:	**$ 462,532.00**

3.0 ENTIRE AGREEMENT

3.1 2009 Attachments.

3.1.1 Attachment A, 2009 Work Statement and Performance Measures. The Parties agree to amend Attachment A, 2009 Work Statement and Performance Measures, to reflect the following:

Change total General Fund Amount from
$395,000.00 to $465,000.00
Change total allotted for the three programs (CPC Bridge Services, The Children's Partnership and Youth and Family Assessment Center) from
$365,934.00 to $430,783.00
Change MSO fee maximum from
$ 29,066.00 to $ 34,217.00

That Attachment A, "2009 Work Statement and Performance Measures," is attached to this Amendment/2010 Renewal as Exhibit 1, and is hereby made a part of the Agreement, as amended, and constitutes promised performance by the Parties in accordance with all terms of the Agreement.

3.1.2 Attachment C - Program Budget. The Parties agree to amend Section 4.2, "Attachments" as to the 2009 Renewal Term by substituting Amended Attachment C, "Program Budget - General Fund - 2009," for the previous document. Amended Attachment C -"Program Budget - General Fund - 2009" is attached to this Amendment/2010 Renewal as Exhibit 2, and is hereby made a part of the Agreement, as amended, and constitutes promised performance by the Parties in accordance with all terms of the Agreement.

3.2 2010 Attachments. The Parties agree to amend Section 4.2, "Attachments," by adding the following:

3.2.1	Attachment A - 2010 Measures:	2010 Work Statement and Performance - Youth and Family Assessment Center Managed Services Organizations - Parenting in Recover Grant - Milburn Grant
3.2.2	Attachment C - 2010	2010 Program Budget
	Attachment C	2010 General Fund - The Children's Partnership, Community Partners for Children and the Youth and Family Assessment
	Attachment C.1	2010 Program Budget, Parenting in Recovery Grant
	Attachment C.2	2010 Program Budget, Milburn Grant
3.2.3	Attachment G - 2010	2010 Ethics Affidavit
3.2.4	Attachment I - 2010 Acknowledgements	2010 Grant Assurances and

3.3 Promised Performance. The attachments enumerated and denominated below are attached to this Amendment/2010 Renewal as Exhibit 3 and are hereby made a part of the Agreement, as amended, and constitute promised performances by Center in accordance with all terms of the Agreement.

3.4 Previous Attachments. The Parties agree that previous attachments, in whole or in part, not specifically changed by this Amendment/2010 Renewal will remain in full force and effect.

4.0 CENTER PERFORMANCE

4.1 Grant Terms. The Parties agree that all terms and conditions relevant to Grant requirements as included in this Agreement by this Amendment or by previous Agreement/Amendment terms not specifically changed by this Amendment/2010 Renewal remain in full force and effect. County will provide Center with copies of any changes in either Grant applicable to Center's performance under this Amendment/2010 Renewal and the Agreement, as amended, upon receipt of such changes.

5.0 FINANCIAL PROVISIONS

5.1 2009 Maximum Funds. The Parties agree to amend Section 13.1.1, "Maximum Amount," by changing the maximum funds for the 2009 Renewal Term to those amounts set forth in Section 2.1 of this Amendment/2010 Renewal.

5.2 Maximum Funds. The Parties agree to amend Section 13.1.1, "Maximum Amount," by adding the following as to 2010 Renewal Term not-to-exceed amounts:

County General Funds	$ 315,000.00
Parenting In Recovery Grant Funds	99,857.00
Milburn Grant Funds	47,675.00
TOTAL:	**$ 462,532.00**

5.3 Grant Funds Limitations. The Parties agree that, should Grant Funds from any individual source identified in this Amendment/2010 Renewal be withdrawn, decreased, or otherwise not provided to County, the County's not-to-exceed amount in this Section 4.0 shall be

reduced accordingly. County shall advise Center of any decrease in Grant Funds immediately upon receipt of notice from the Grant source, and shall not be responsible for payment of any expenses incurred for Grant activities provided by Center after such notice. Funds from any Grant funding source are available only during the term of that Grant, according to the terms of the Grant.

5.4 Fiscal Year Limitations.

5.4.1 Fiscal Year Limitations - 2009 Renewal Term. As to the 2009 Renewal Term, the Parties agree that, of the totals set forth in Section 4.0 applicable to the 2009 Renewal Term, Center cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

County General Funds October 1, 2008 - September 30, 2009	$465,000.00
Parenting in Recovery Grant Funds September 30, 2008 - September 29, 2009	$187,658.00
Milburn Trust October 1, 2008 - September 30, 2009	$ 50,000.00

5.4.2 Fiscal Year Limitations - 2010 Renewal Term. As to the 2010 Renewal Term, the Parties agree that, of the totals set forth in Section 4.1 of this 2010 Renewal, Center cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

County General Funds October 1, 2009 - September 30, 2010	$315,000.00
Parenting in Recovery Grant Funds September 30, 2009 - September 29, 2010	$ 99,857.00
Milburn Trust October 1, 2009 - September 30, 2010	$ 47,675.00

6.0 INCORPORATION

6.1 County and Center hereby incorporate the Agreement, as amended, into this Amendment/2010 Renewal. Except for the changes made in this Amendment/2010 Renewal, County and Center hereby agree to all the terms and conditions of the Agreement as amended. The Agreement, as amended, with the changes made in this Amendment/2010 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

7.0 EFFECTIVE DATE

7.1 This Amendment/2010 Renewal is effective October 1, 2009, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

Last Updated 9-24-09 at 3:19pm

EXHIBIT 1
Attachment A, 2009 Work Statement and Performance Measures

ATTACHMENT A

Work Statement and Performance Measures

The Parties agree to amend the Work Statement by making the changes in the sections shown below, with the changed provisions shown in ***bold/italic/underline***.

X. Contract Funds

A. MSO Fees - Center

(Travis County General Fund)

Center may receive up to ***$395,000.00*** in funding from the Travis County General Fund for the satisfactory implementation and provision of MSO services. ***$365,934.00*** can be expended for any of the three programs: CPC Bridge Services, The Children's Partnership and Youth and Family Assessment Center (YFAC). The dollars expended by YFAC will only be for those services not covered by the program's CDBG allocation. (CDBG money is provided under a separate contract between the City of Austin and the Austin/Travis County MHMR Center.) The Center may request an annual amount not to exceed ***$29,066.00*** as an MSO fee to be ***calculated as .0794296 of the amount billed for this funding source's direct services each month during the Agreement term***. This MSO fee will be included on the payment request submitted for service reimbursement each month.

(Parenting in Recovery Grant Funds)

The Parenting in Recovery grant will provide up to ***$187,658.00*** for services. ***$178,275.00*** can be expended for PIR enrolled participants. The Center may request an amount not o exceed ***$9,383.00*** as an MSO fee to be ***calculated as .0526321 of the amount billed for this funding source's direct services each month during the Agreement term***. This MSO fee will be included on the payment request submitted for service reimbursement each month.

B. Contract Funds - Network Service Providers and purchased supports (Vendor purchases)

(Travis County General Fund)

Center will negotiate contracts with fee-for-service rates or cost reimbursement rates with each of the network service providers for the contract term. Center will use up to ***$365,934.00*** to purchase services from the network providers and community-based vendors in accordance with this work statement.

(Parenting in Recovery Grant Funds)

Center will negotiate contracts with fee-for-service rates or cost reimbursement rates with each of the network service providers for the contract term. Center will use up to a maximum of ***$178,275.00*** in Parenting in Recovery federal grant funds to purchase services from the network providers and community-based vendors in accordance with this work statement.

Last Updated 9-24-09 at 3:19pm

EXHIBIT 2

Amended Attachment C - Program Budget - General Fund - 2009

Last Updated 9-24-09 at 3:19pm

ATTACHMENT C
2009 Budget System of Care MSO
PROGRAM BUDGET DETAIL - GENERAL FUND

Agency: Austin Travis County Mental Health and Mental Retardation

Programs: Children's Partnership, Community Partners for Children, and Youth and Family Assessment Center

PERSONNEL	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
Salaries (insert total from attached worksheet)				$0.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	$0.00	$0.00	$0.00	$0.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	$0.00	$0.00	$0.00	$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Specific Assistance to Individuals		**430,783.00**		430,783.00
Other: MSO FEE		**34,217.00**		34,217.00
				0.00
C. TOTAL DIRECT ASSISTANCE	$0.00	$465,000.00	$0.00	$465,000.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	$0.00	$0.00	$0.00	$0.00
GRAND TOTAL (A + B + C + D)	$0.00	$465,000.00	$0.00	$465,000.00

Note: Grand Total does not include program income

EXHIBIT 3
Attachments A-2010, C-2010, G-2010 and I-2010

ATTACHMENT A - 2010

2010 Work Statement and Performance Measures

Youth and Family Assessment Center Managed Services Organizations
Parenting in Recovery Grant
Milburn Grant

Last Updated 9-24-09 at 3:19pm

2010 WORK STATEMENT
SYSTEM OF CARE
Community Partners for Children/ The Children's Partnership /Youth and Family Assessment Center/ Parenting in Recovery (Federally Funded Grant Project) /Milburn Trust Funds

MANAGED SERVICES ORGANIZATION

I. General Background

Austin Travis County Mental Health Mental Retardation Center is the local authority for mental health and mental retardation services for Travis County. The Center was established in late 1965 and began operations in 1967 pursuant to the laws of the State of Texas, regulations of the Texas Department of State Health Services (TDSHS), and the articles of organization approved by its sponsoring agencies. The Center's local sponsoring agencies are the City of Austin, Travis County and the Austin Independent School District.

As the local authority for mental health and mental retardation services with extensive experience in this area, the Center serves as the Managed Services Organization (MSO) under this Agreement. In the model established under this Agreement, clients are authorized and then individuals and organizations from the provider network provide services and supports. Funding of services and supports to eligible clients is authorized by the System of Care brokers and verified by the MSO through The Clinical Manager (TCM). In addition, the following MSO functions are provided: Credentialing, Gate Functions, Utilization Management, Quality Management, Management Information Systems, Fiscal Management, Network Development and Management (contract management), and Claims Payment as set forth in this Agreement and specified by Travis County.

II. MSO Responsibilities and Functions

The Center will utilize a Managed Services Organization (MSO) approach in order to ensure coordination and standardization of community services. The Center will provide services as the MSO in order to prevent duplication of administrative services, and to promote continuum of care for children, youth and families, through the Wraparound Approach. The MSO facilitates a more efficient process, which allows access to a wide array of services and supports. This will also make it possible for Travis County to coordinate services with child-serving agencies to maximize leveraging of available funds.

It is understood and agreed that the MSO functions and responsibilities, listed below, include methodologies, data gathering and reporting, and other components, the specifics of which are not listed here. The Travis County Health and Human Services and Veterans Service Department ("Department") reserves the right to review the specific components and operations of these systems and related data supporting the implementation of these systems and to require changes as determined by the Department, in order to achieve the goals of this agreement. Request for changes be shall be in writing and effective at such time as agreed to by the Center and the Department.

A. Definitions of Functions

1. Network Development and Management

a. Network Development

Provider Network Development and Management –A Provider Network to support the Wraparound process consists of a combination of traditional, formal and non-traditional service providers. The Provider Network should reflect various spiritual, ethnic, racial and gender characteristics that families find are a good fit for them. The Provider Network Development process should respond to needs identified in Child and Family Teams to procure services and supports that are not readily available in the community.

Specific procedures have been developed by the Center, which define the processes for procurement of provider service contracts, to include: procurement processes, processing provider applications and credentialing, rate negotiation, and execution of service contracts. New providers are enrolled to fill network gaps, as identified by the MSO and the System of Care partners[1] as agreed to by the Center.

The MSO will provide an on-going assessment of needs for the provider network that will indicate the types of service gaps. The assessment will identify the providers needed to ensure adequate capacity, diversity, and quality to meet the needs of the System of Care initiatives.

b. Network (Contracts) Management-

Specific procedures define the processes for development, negotiation, and execution of service contracts. The enrollment process ensures providers are added to the network as guided by client needs. Contract negotiations confirm areas of services to be performed, performance measures, rates, contract terms, termination clauses, and all other provisions of contracts. All contracts are reviewed for access, quality at a reasonable cost and responsiveness to the needs and concerns of the recipient child, youth and family.

Provider contracts are reviewed and monitored to ensure quality of services, and compliance with provider contract requirements, according to the Center's defined policies and procedures for contract administration. This function includes training, technical assistance, and monitoring of the current service providers and identification of new service providers, as necessary to meet the specific service requirements of the Department under this Agreement.

c. Credentialing - The credentialing process, as part of the network development process, shall ensure that the network is comprised of individual providers and organizations that are qualified to provide services in compliance with applicable standards. Established standards will be consistently used in the enrollment and renewal of providers throughout the term of this Agreement.

2. *Gate Functions* - The Center is responsible for verifying whether an individual meets the eligibility criteria, according to the information entered into The Clinical Manager (TCM) by the System of Care partners. (System of Care Partners include all those participants in the system of care (SOC) initiatives: families being served, Austin Travis County Mental Health and Mental Retardation Center, Travis County Health and Human Services and Veterans Service Department, Travis County Juvenile Probation Department, Austin, Manor, Pflugerville Independent School Districts, Travis County Child Protective Services, Communities In Schools and any partner that joins the SOC during the contract year.) The goal of the gate function is to ensure that eligible clients gain access to diverse, appropriate, family choice providers.

3. *Utilization Management* -
A key function of the Wraparound approach is achieving cost containment, balanced with effective results, through the organizational approach of child or youth/family/provider teams. In addition, this process should provide trend data, which can identify current client and provider needs, as well as projected needs. Utilization management under these conditions consists of monitoring the funds that purchase the services and supports approved by the Child and Family Teams. Utilization management is performed through prospective and retrospective review of authorized services and supports. An analysis of service expenditure trends, identification and assessment of fiscal or programmatic issues is performed on a quarterly basis (or more often, if requested by County). The managed care software used by the MSO to support the System of Care projects is TCM.

4. *Quality Management -*
Current service delivery is aimed at controlling costs and improving the quality of services. Purchasers have increasingly demanded a way to measure the effectiveness of these efforts. Hence, the Quality Assurance process must include the evaluation of outputs and outcomes on a variety of indicators including: participant satisfaction, access to services, service and cost information.
Quality Management compiles data and reports output and outcome results compared to annual objectives on a variety of indicators.

5. *Management Information System* – The management information system will be used to collect, manage and report information necessary to ensure effective management of project resources, and perform program evaluation functions, to include service authorization and funds management, and client and provider profiling information necessary to demonstrate that the project outcomes/goals are being met. This information is collected, tracked and reported in TCM.

6. *Fiscal Management* – The center will ensure that payment requests do not exceed funds allocated for the project during the contact term. Fiscal management and analysis will occur on a monthly basis upon submission of payment requests and supporting detail. The Center will set and/or negotiate payment rates with providers according to Center rate-setting guidelines and/or standards. The Center will utilize its financial management processes to ensure that Center payment requests to the Department, with the appropriate back-up are correctly submitted by the monthly due date.

7. *Claims Adjudication and Payment* - The Center will ensure that claims are paid in a timely manner and at the appropriate rates. All claims received shall be reviewed for specific information to verify that the claim is valid. Incomplete or inaccurate claims may be denied payment or returned to the provider for correction and re-submission.

8. *Administrative Processes*– Specific procedures have been developed by the Center to provide efficient and appropriate access to services and supports funded with MSO dollars under management by the MSO. All administrative processes developed and implemented by the Center are, and will be, consistent with the wraparound service delivery model. MSO will facilitate the training of Brokers on the MSO administrative procedures/processes (e.g., methods to access funds, network development).

B. Description of Responsibilities

The Center, as the MSO, will provide the following:

1. Provider Network Development and Management (to include credentialing)

a. Ensure the availability of quality providers through the Center's credentialing process.

b. Maintain an array of traditional (licensed) and non-traditional (non-licensed) providers.

c. Facilitate family selected provider arrangements.

d. Ensure the availability of culturally and linguistically diverse providers.

e. Provide technical assistance to potential providers to ensure timely enrollment into the provider network.

f. Ensure that the provider network can meet the service needs of the project by maintaining an adequate number of providers who meet the network profiling needs identified by the System of Care partners and the Center through the ongoing assessment process.

g. Develop and maintain a service and contact listing of network providers and a provider network directory to include, at a minimum, provider name and contact information, services offered, location of service, service capacity and special skills, experience and/or expertise.

h. Identify service gaps.

i. Expand the provider network to meet needs and/or fill gaps in services as necessary through an Open Enrollment, Request for Proposals process or other procurement processes.

j. Include Department representatives in the provider network development process throughout agreement term.

k. Develop, negotiate, and execute contracts with network service providers.

l. Ensure contract negotiations include: contract standards, provider's ability to comply with contract standards, rates, contract terms, termination clauses, and all other provisions of contracts, as appropriate.

2. Quality Management

a. Ensure a streamlined and efficient credentialing process, which results in the enrollment of potential providers who meet the application criteria and training requirements, as per the Center's standards.

b. Provide technical assistance regarding the application process to promote the timely enrollment of potential providers.

c. Ensure the quality of network services through the sufficient provision of provider training (e.g., contract standards, Wraparound service delivery model) and the monitoring of contract compliance.

d. Solicit annual feedback from providers, and System of Care partners regarding the application and credentialing process, the quality of services provided through the network, and the provider and partner satisfaction with MSO processes.

3. Management Information Services and Utilization Management

a. Capture electronic data for eligibility verification, funding allocation decisions, project management, (program reporting utilization review (service utilization trend analysis) and service utilization evaluation and any other data necessary to meet reporting requirements contained in this contract, through The Clinical Manager (TCM) software program.

b. Provide regular (quarterly) written reports on service utilization and participant demographics to System of Care partners.

c. Issue service authorizations from TCM to providers semi-monthly, or as authorizations are added or changed.

d. Review service utilization every quarter, no later than the 30th of the month following the end of the quarter.

e. Conduct second level reviews of all "request for funds" for vendor purchases, which exceed $299.

4. Fiscal Management

a. Ensure management of funding streams per eligibility criteria.

b. Submit payment requests each month to the Department.

5. Claims Adjudication and Payment

a. Ensure timely payment of provider claims.

b. Review all claims for accuracy and completeness.

c. Adjudicate all claims against service authorizations in the managed care software system, TCM.

6. Administrative Processes

a. Maintain the process for ensuring access to non-network family selected services and providers.

b. Route Provider Service Delivery Records (progress notes), used by the MSO as supportive documentation for invoice/claims, to assigned care coordinators, to be maintained in the client record, which is developed and maintained by the care coordinators.

III. County Eligibility (Travis County General Fund)

A. Client Eligibility Criteria for County Funds

1. Individual has a household income of 200% or less of the federal poverty guidelines (as updated annually by the U.S. Department of Health and Human Services) that are applicable to a household with the same number of persons as his/her household and,

2. Individual is a bona fide resident of Travis County, which is determined by the Broker by the family's or parent's stated intention to remain in Travis County for an indefinite period; and

3. Individual meets criteria as a member of one of the designated target populations for this Agreement (as described below and/or as approved in writing by the Department).

B. Target Populations[ii]

1. The Children's Partnership (TCP) - is a collaborative of agencies serving children, adolescents and families in Travis County. These agencies include Travis County HHS&VS, Travis County Juvenile Probation Department, Austin/Travis County MHMR Center, Region VII, Department of Family and Protective Services (DFPS), Austin, Del Valle, Manor and Pflugerville Independent School Districts, Texas Health and Human Services Commission (HHSC), Casey Family Programs and The Texas Youth Commission.

1. Primary Target Population – Children and Youth referred through Community Partners for Children (Travis County local Community Resource Coordination Group) that:

    a. Are between the age of 5-17 and;

    b. Have a Mental Health Diagnosis and;

    c. Have and/or require multi-system involvement.

2. Community Partners for Children (CPC) - is a collaboration of more than 20 agencies providing intensive service planning to children, adolescents and families who have multiple and complex needs that cannot be addressed by one agency alone.

    1. Primary Target Population – Youth and their families who participate and are staffed by CPC who:

        a. Are children/youth between 0-22 and;

        b. Require multiple system involvement and;

        c. Have physical challenges, mental health challenges and/or developmental disabilities that significantly impact their ability to function in home, school and/or the community and;

        d. Families, whose children meet the above criteria that are seeking access to, CPC Bridge services, The Children's Partnership and/or the TRIAD program.

3. The Youth and Family Assessment Center (YFAC) - is a collaboration that provides comprehensive services and supports to children and adolescents at-risk of serious behavior problems and dropping out of school. Partners include Travis County HHS&VS, City of Austin, , Communities In Schools (CIS), Austin/Travis County MHMR Center, , and Austin Independent School District.

    1. Primary Target Population - Youth between the ages of 0-22 who demonstrate a need for social service intervention (e.g., behavioral health services, self-sufficiency supports, enrichment services, parental support and education) based on at-risk behaviors.

    2. The youth served reside in the neighborhoods of the following schools: Allison, Andrews, Harris, Oak Springs, Ortega, Rodriguez, Zavala Elementary, Dobie, Kealing, Martin, Mendez, and Webb Middle Schools and/or;

    3. The youth enrolled in the Supportive Services program of YFAC through the Travis County Community Centers and/or;

    4. The youth enrolled in the School-Readiness Camp.

    5. Secondary Target Population – Youth and Adult family members of the primary target population who demonstrate a need for social service intervention (e.g., behavioral health services, self-sufficiency supports, enrichment services, parental

support and education) due to impaired family functioning, which contributes to the youth's at-risk status.

C. Referral Process

The referral sources for The Children's Partnership (TCP) are the Community Partners for Children (CPC) / CRCG family sessions. All families must attend a CPC session to facilitate enrollment into the TCP. All referred families will be screened for eligibility by the Quality Assurance individual for TCP.

The referral sources for Community Partners for Children are parents, guardians, agency staff, teachers, faith-based community, counselors or anyone who is concerned about a child or youth with complex needs.

The primary referral source for the YFAC project is the IMPACT teams of the schools identified in Section B3. Additional referrals may be accepted from other community sources (e.g., law enforcement, youth, family members, service providers, churches, Community Partners for Children) for children who reside in the neighborhoods of the targeted schools, or those youth referred through the Travis County community centers, or the Communities In Schools programs at the identified schools referenced in Section B3.

IV. County Eligible Services (Travis County General Fund)

1. Education/Training

a. Parent/Caretaker Education

b. Life Skills Training Prevention Services which may include specialized areas of focus such as:

i. Violence Prevention

ii. Teen Pregnancy Prevention

iii. Substance Abuse Prevention

iv. Vocational Training

c. Tutoring

2. Assessments/Evaluation

a. Psychological Assessment

b. Psychiatric Assessment

c. Specialized Therapy Assessment (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Art, Music, Dance or other movement therapies)

d. Functional/Behavior Assessment

e. Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.

3. Treatment Services (Counseling/Therapy)

a. Individual, Group or Family Counseling/therapy

b. Crisis Counseling

c. Specialized Therapy (includes but not limited to Speech/Audiology, OT, PT, art, music, dance or other movement therapies).

d. Medication Management

e. Nursing Services

f. Substance Abuse Intervention (substance abuse counseling)

g. Substance Abuse Treatment

h. Psychosocial Skills Training/Behavior Management

4. Flexible Community Support Services

a. Respite Care

b. Child Care/supervision

c. Transportation

d. Parent Coach

e. Employment Support Services

f. Mentoring

g. Therapeutic/Behavioral Aide

h. Case Conference (Wraparound Team Meeting)

i. Shelter Care

5. Enrichment Services

a. Recreational/Social activities

b. Gap Time Enrichment Activities

c. Camp

d. After School Program

e. Enrichment Skill Development

f. Case Management

In addition to the services identified in Section III, Travis County funding may be used to: 1) provide basic need services to the target populations, and/or 2) provide services to the target population who do not meet eligibility criteria for Community Development Block Grant funding in YFAC target populations.

6. ***Basic Needs*** – Essential services in order to meet basic needs for survival such as:

    a. Emergency Food

    b. Clothing

    c. Housing Modifications

    d. Utilities

    e. Housing Assistance

    f. Medical Purchases

7. ***Any other eligible service or support, not defined above, that meets the needs established in the Plan of Care, or an emergency or crisis situation.***

V. Parenting in Recovery (PIR) Federal Grant Eligibility Requirements

Parenting In Recovery (PIR) - Per the approved grant proposal the "target population will be women with child(ren) who reside in Travis County, are identified as substance dependent, and have an open investigation with Child Protective Services." The approved grant proposal states "the purpose of the *Parenting in Recovery* project is to provide a flexible, comprehensive continuum of services for children and their mothers who are involved in the child welfare system and have substance dependency. These services will include: inpatient and outpatient substance abuse treatment, mental heath services, collaborative treatment planning, housing, employment, individual counseling, child-care, home visitation, case management, and **informal supports**." These informal and housing supports will be addressed through the use of this SOC contract. More specifically the approved grant proposal states, " Following discharge from residential treatment (recovery support phase), families will have access to supportive housing with case manager, outpatient substance abuse treatment, counseling and **any specific supports identified by the collaborative team during discharge planning**. The children will receive an initial assessment to identify unmet needs and service recommendations. The children will receive ongoing medical and dental care, educational support, access to licensed child-care, therapeutic interventions, enrichment supports, and group counseling that focuses on children of parents with

substance abuse issues. ***Individualized supports***: will be provided to families to promote their stability in the community, such as the payment of past utility bills, specialized equipment or uniform for employment not covered by WorkSource, gap funding for child-care, and other items as needed. ***Services specific to children***: Child(ren) will receive supports and services as developed in their individualized treatment plans, including: safe housing, placement in a licensed child care setting, mental health supports, educational support and enrichment activities. These services will be provided through CPS contract services, community resources, and **grant funding."** The use of this contract is designed to comply with the above grant requirements to meet the families' needs for individualized supports.

1. Specific Eligibility Criteria

    1. Primary Target Population as specified in the grant – Parents involved in the child welfare system due to substance dependency

        a. Parent is a resident of Travis County

        b. Referred to PIR by Child Protective Services (CPS)

        c. Parent is found to be substance dependent

    2. Secondary Target Population – Children/Youth identified as participants of PIR

        a. Child/Youth reside with the parent, relative caregiver, fictive kin (non-relative who is caring for a designated child/youth who is considered to be functioning in the capacity of a relative by the family)

        b. Child/Youth resides in Travis or contiguous counties

2. Referral Process for PIR Families –

The referral process for PIR is specified in the grant design. The parent is identified by a Child Protective Services referral and routed to PIR if the referral meets one of these criteria: 1) a referral that alleges the mother and/or baby test positive at birth for any illegal substances or alcohol. 2) a referral that alleges a pregnant woman tests positive for any illegal substance and there are children in the home under the age of five and the report must have come from a professional reporter (doctor, hospital, etc.) 3) a referral that alleges a mother, with children under the age of five, is confirmed to be using illegal substances, and is not designated as one of the PIR control group participants. The parent then participates in a Family Team Meeting (FTM) initiated by CPS where they have the opportunity to enroll in PIR. The parent signs the PIR form to signify official enrollment. The form is maintained in the PIR record by the PIR project director at the Travis County office. Once enrolled in PIR the parent and children are eligible to access funds under this contract PIR clients will be enrolled into the The Clinical Manager (TCM) database by the PIR project director, or their designee, associated with the PIR project for billing adjudication and processing.

VI. PIR Eligible Services

1. Education/Training

a. Parent/Caretaker Education

b. Life Skills Training Prevention Services which may include specialized areas of focus such as:

i. Violence Prevention

ii. Teen Pregnancy Prevention

iii. Substance Abuse Prevention

iv. Vocational Training

c. Tutoring

2. Assessments/Evaluation

a. Psychological Assessment

b. Psychiatric Assessment

c. Specialized Therapy Assessment (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Art, Music, Dance or other movement therapies)

d. Functional/Behavior Assessment

e. Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.

3. Treatment Services (Counseling/Therapy)

a. Individual, Group or Family Counseling/therapy

b. Crisis Counseling

c. Specialized Therapy (includes but not limited to Speech/Audiology, OT, PT, art, music, dance or other movement therapies).

d. Medication Management

e. Nursing Services

f. Substance Abuse Intervention (substance abuse counseling)

g. Substance Abuse Treatment

h. Psychosocial Skills Training/Behavior Management

4. Flexible Community Support Services

a. Respite Care

b. Child Care/supervision

c. Transportation

d. Parent Coach

e. Employment Support Services

f. Mentoring

g. Therapeutic/Behavioral Aide

h. Case Conference (Wraparound Team Meeting)

i. Shelter Care

5. ***Enrichment Services***

a. Recreational/Social activities

b. Gap Time Enrichment Activities

c. Camp

d. After School Program

e. Enrichment Skill Development

f. Case Management

6. ***Basic Needs*** – Essential services in order to meet basic needs for survival such as:

a. Emergency Food

b. Clothing

c. Housing Modifications

d. Utilities

e. Housing Subsidies

f. Medical Purchases

7. ***Any other eligible service or support, not defined above, that meets the needs established by the collaborative team during discharge planning.***

VII. Milburn Trust Fund Eligibility Requirements

Milburn Trust funds are donated by the Milburn family through a will bequeath designated for service and supports that prevent, deter and address child abuse and neglect. The funds were bequeathed to Travis County and designated to Health and Human Services Office of Children Services Division for the Healthy Families program and the Children F.I.R.S.T. program.

1. Milburn Eligibility Criteria

   a) Family is a resident of Travis County

   b) Family is enrolled in either Children F.I.R.S.T. program or the Healthy Families program

   c) The family is receiving prevention and/or intervention services to address issues of child abuse and/or neglect

   d) Services can be expended on any household family member of an enrolled family

2. Milburn Referral Process

   a) The family will be identified and enrolled into services with either the Healthy Families program and/or Children F.I.R.S.T. These programs will follow their established referral and enrollment process. Through an identification and staffing process the assigned caseworker will make funding requests on behalf of their enrolled families. The families will be enrolled in The Clinical Manager (TCM) data system by the Prevention and Intervention Manager of OCS, or their designee, and associated with the Milburn program for adjudication and billing purposes.

VIII. Milburn Trust Fund Eligible Services

1. Education/Training

a. Parent/Caretaker Education

b. Life Skills Training Prevention Services which may include specialized areas of focus such as:

   v. Violence Prevention

   vi. Teen Pregnancy Prevention

   vii. Substance Abuse Prevention

   viii. Vocational Training

c. Tutoring

2. Assessments/Evaluation

a. Psychological Assessment

b. Psychiatric Assessment

c. Specialized Therapy Assessment (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Art, Music, Dance or other movement therapies)

d. Functional/Behavior Assessment

e. Other assessments that may assist in evaluation of the functional, behavioral, mental health or other needs.

3. Treatment Services (Counseling/Therapy)

a. Individual, Group or Family Counseling/therapy

b. Crisis Counseling

c. Specialized Therapy (includes but not limited to Speech/Audiology, OT, PT, art, music, dance or other movement therapies).

d. Medication Management

e. Nursing Services

f. Substance Abuse Intervention (substance abuse counseling)

g. Substance Abuse Treatment

h. Psychosocial Skills Training/Behavior Management

4. Flexible Community Support Services

a. Respite Care

b. Child Care/supervision

c. Transportation

d. Parent Coach

e. Employment Support Services

f. Mentoring

g. Therapeutic/Behavioral Aide

h. Case Conference (Wraparound Team Meeting)

i. Shelter Care

5. Enrichment Services

a. Recreational/Social activities

b. Gap Time Enrichment Activities

c. Camp

d. After School Program

e. Enrichment Skill Development

f. Case Management

6. ***Basic Needs*** – Essential services in order to meet basic needs for survival such as:

a. Emergency Food

b. Clothing

c. Housing Modifications

d. Utilities

e. Housing Subsidies

f. Medical Purchases

7. ***Any other eligible service or support, not defined above, that meets the needs established by the authorizing staff meeting held by Healthy Families program and Children F.I.R.S.T. program.***

IX. Budget

See Attachment C

X. Contract Funds

A. MSO Fees – Center

(Travis County General Fund)
Center may receive up to $315,000.00 in funding from the Travis County General Fund for the satisfactory implementation and provision of MSO services. $291,821.00 can be expended for any of the three programs: CPC Bridge Services, The Children's Partnership, and Youth and Family Assessment Center (YFAC). The dollars expended by YFAC will only be for those services not covered by the program's CDBG allocation. (CDBG money is provided under a separate contract between the City of Austin and the Austin/Travis County MHMR Center.) The Center may request an annual amount not to exceed $23,179.00 to be ***calculated as .0794288 of the amount billed for this funding source's direct services each month during the Agreement term***. This MSO fee will be included on the payment request submitted for service reimbursement each month.

(Parenting in Recovery Grant Funds)

Center may receive up to $99,857.00 in funding from the Parenting in Recovery grant for the satisfactory implementation and provision of MSO services. The Parenting in Recovery grant will provide up to $95,101.00 for direct services for PIR enrolled participants. The Center may request an amount not to

exceed $4,756.00 as an MSO fee to be ***calculated as .0500099 of the amount billed for this funding source's direct services each month during the Agreement term***. This MSO fee will be included on the payment request submitted for service reimbursement each month.

(Milburn Trust Funds)

Center may receive up to $47,675.00 of Milburn Trust Funds for services: $23,475.00 dollars can be expended for Healthy Families enrolled participants and $24,200.00 for Children F.I.R.S.T. enrolled families. There is not an MSO fee associated with the Milburn funding.

B. Contract Funds – Network Service Providers and purchased supports (vendor purchases)

(Travis County General Fund)
Center will negotiate contracts with fee-for-service rates or cost reimbursement rates with each of the network service providers for the contract term. Center will use up to $291,821.00 to purchase services from the network providers and community-based vendors in accordance with this work statement.

(Parenting in Recovery Grant Funds)
Center will negotiate contracts with fee-for-service rates or cost reimbursement rates with each of the network service providers for the contract term. Center will use up to a maximum of $95,101.00 in Parenting in Recovery federal grant funds to purchase services from the network service providers and community-based vendors in accordance with this work statement.

(Milburn Trust Funds)
Center will negotiate contracts with fee-for-service rates or cost reimbursement rates with each of the network service providers for the contract term. Center will use up to a maximum of $47,675.00 from the Milburn Trust Funds to purchase services from the network service providers and community-based vendors in accordance with this work statement.

C. Billing Documentation and Request for Payment
Per the terms and conditions of this Agreement, the Center will file a complete and correct (as determined by Department) Request for Payment and Status of Funds Report ("Request for Payment"), a Monthly Expenditure Report, and a Compliance Certification Form with the Department by the 30th of the month immediately following the month in which services have been rendered. The Request will itemize, in detail and per Department specifications, services and supports provided to eligible clients and costs.

(Travis County General Fund)
During the 2010 Contract Term, the Center will provide billing detail with each monthly Request for Payment showing the amount expended for direct services and supports to the target populations. The Office of Children's Services (OCS) Prevention and Intervention Manager or their designee will review the billing detail to ensure that all services billed comply with the service eligibility specified in this Agreement for Travis County general revenue dollars.

(Parenting in Recovery Grant Funds)
The Center will provide separate billing detail for Parenting in Recovery clients with each monthly Request for Payment. The billing detail shall reflect the amount expended for direct services and supports

to the target populations. The OCS Prevention and Intervention Manager or their designee will review the billing detail to ensure that all services billed comply with the service eligibility specified in this Agreement for Parenting in Recovery federal grant funding.

(Milburn Trust Funds)
The Center will provide separate billing detail for Milburn Trust Fund clients with each monthly Request for Payment. The billing detail shall reflect the amount expended for direct services and supports to the target populations. The OCS Prevention and Intervention Manager or their designee will review the billing detail to ensure that all services billed comply with the service eligibility specified in this Agreement for Milburn Trust funding.

The Center will cooperate with the Department throughout the 2010 Contract Term in allocating Contract Funds for the target populations, as required by County.

D. Rate Setting

The Center will negotiate rates with providers consistent with Medicaid reimbursement when appropriate, according to the Center's rate setting procedures. Rates will be negotiated with the goal of cost effectiveness and development of sufficient capacity for network services. For services not reimbursable under Medicaid then negotiated rates will be used.

2010 PERFORMANCE MEASURES
YFAC MSO

A. MSO Outcomes

1. *Provider Network Development and Management*

a. Contracts shall be developed, negotiated, and executed with network service providers in a timely manner. MSO will provide technical assistance to potential service providers, as needed to complete the credentialing and contracting process.

b. 100% of providers who apply and meet the criteria will be credentialed within 30 days of the MSO receiving all required information from the provider.

c. 100% of providers who have been credentialed will have contracts mailed to providers for signature within 30 days.

d. A provider network directory shall be developed and made available to project staff via internet. Additionally, the MSO will update or make corrections to the directory as changes occur. This directory shall include but is not limited to the following: name, address, phone number, licenses/credentials, information about the providers' specific skill sets (e.g., bilingual, ASL) or experience, population served, race/ethnicity, service location and schedule availability.

e. A service gap analysis shall be conducted with input from System of Care partners, on an annual basis. This analysis will be used to enhance and improve the network. The results of the survey will be reported annually to include: compilation of results, analysis, and recommendations.

2. *Quality Management*

a. 80% of the System of Care partners[iii] will report satisfaction with the MSO as captured in the MSO Partner Satisfaction Survey. The survey shall be administered annually. The survey, at a minimum, shall capture feedback on the following: the application and credentialing process, and the capacity and quality of the network.

b. 80% of the network providers will report satisfaction with the MSO as captured in the MSO Network Provider Satisfaction Survey. The survey shall be administered annually. The survey, at a minimum, shall capture feedback on the following: application/credentialing process, claims payment, training, contract monitoring and technical assistance processes.

c. MSO will distribute surveys to 100% of active System of Care partners and providers.

d. 60% of the annual satisfaction surveys distributed will be returned with the results being reported at the conclusion of the final quarter of the fiscal year.

3. *Management Information Services*

a. The Center will maintain an Access Database for The Children's Partnership (TCP) that

will include:

a. Ohio Scales (initial and follow-ups every three months)
b. Education Questionnaires (initial and follow-ups every three months)
c. CRAFFT (only initially).

b. Project Management Data shall be provided quarterly and year to date, by the 30th of the month following the end of the quarter for TCP and YFAC.

a. The Children's Partnership

i. The Center will produce Quarterly MSO Reports for The Children's Partnership Board of Directors which include, but are not limited to:

(i) Executive summary;
(ii) Demographic information;
(iii) Diagnosis information;
(iv) Referral source;
(v) Insurance coverage;
(vi) Service Expenditures;
(vii) System involvement,
(viii) Interagency funds.

b. Specifically, on a quarterly basis the MSO will report on the following for TCP:

i. Total number of children and their families that were served with the Wraparound approach since project inception (unduplicated)
ii. Number of newly enrolled children and their families served during the fiscal year (unduplicated)
iii. Total number of children and their families served during the quarter
iv. Demographic information: Gender, Race/Ethnicity, Age group, Zip code
v. Diagnosis information
vi. Referral Source
vii. Insurance Coverage
viii. Service expenditures: Expenditures by service category
ix. System involvement
x. Interagency Funds: Expenditures by Partner Agencies
xi. Cost analysis
xii. Exit reasons and placement information
xiii. Average length of stay

c. On an annual basis the MSO will report on the following for TCP:

i. Total number of children and their families that were served with the Wraparound approach since project inception (unduplicated)
ii. Number of newly enrolled children and their families served during the fiscal year (unduplicated)
iii. Total number of children and their families served during the fiscal year
iv. Number of children improving school attendance and school performance as evidenced by reduction in absenteeism, improvement in grades, reduction in out-of school suspensions and expulsions. School attendance and school performance data (school absences, school performance, out-of school suspension and expulsion reported historically at intake, and subsequently during quarterly follow up).

v. Number of children served will demonstrate reduction in presentation of problem behaviors. Persistence of problem behaviors from Ohio Youth Problem Severity Scale (problem behaviors reported historically at intake, and subsequently during quarterly follow up).

vi. Number of children served whose participation in delinquent behaviors (recidivism with at least a class B misdemeanor) is reduced. Arrests, probation and detention (reported historically at intake and subsequently during quarterly follow up).

vii. Number of children served maintained in their homes, with no out-of-home placement. Actual number of days spent in out-of-home care. (reported historically at intake and subsequently during quarterly follow up)

viii. Actual number of living arrangements –single versus multiple placements- (reported historically at intake and subsequently during quarterly follow up)

ix. Number of children, youth and their families demonstrating increased self-sufficiency as evidenced by their exiting the program due to family choice or having met identified goals.

d. YFAC Reporting

a. Service utilization data quarterly including:

1. Total project expenditures by service category,

2. Average cost profile,

3. Total service dollars leveraged in the community, analysis of the service utilization patterns according to information entered into TCM.

b. Contracting activities and status shall be reported quarterly to include the following:

1. number and type (traditional vs. non-traditional) of providers and,
2. number of new providers credentialed and,
3. number of providers dropped from network and,
4. number of application packets distributed and,
5. number of application packets submitted by providers and,
6. percentage of providers who meet criteria that are credentialed within 30 days and,
7. percentage of providers who have been credentialed and whose contracts have been mailed to said provider within 30 days.

5. Fiscal Management

a. Payment requests shall be submitted each month by the Center to the Department by the 30th of the month immediately following the month in which services have been rendered. The Request for Payment must include these completed documents: Request for Payment and Status of Funds Report, Monthly Expenditure Report, and Compliance Certification Form, as well as billing detail.

b. Submission of the Request for payment and accompanying documents (as indicated above) will be coordinated by a designated staff as identified by the Center. The Center will provide the name and contact information of the designated staff.

6. Claims Adjudication and Management

a. 95% of Provider invoice/claims shall be processed and paid within thirty days of the receipt of an accurate and complete invoice/claim.

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[i] System of Care Partners refers to these projects/programs: The Children's Partnership, Youth and Family Assessment Center, Community Partners for Children.

[ii] Additional youth, who do not meet these stated target populations, may be served at the direction of the YFAC project manager

[iii] Partners include all those participants in the system of care (SOC) initiatives: Families, Austin Travis County Mental Health and Mental Retardation Center, Travis County Health and Human Services, Travis County Juvenile Probation Department, Austin, Manor, Pflugerville Independent School District, Travis County Child Protective Services, Communities In Schools and any partner that joins the SOC during the contract year.

Last Updated 9-24-09 at 3:19pm

ATTACHMENT C
2010 General Fund

The Children's Partnership,
Community Partners for Children and the Youth and Family Assessment

Last Updated 9-24-09 at 3:19pm

ATTACHMENT C
2010 Budget System of Care MSO
PROGRAM BUDGET DETAIL - GENERAL FUND

Agency: Austin Travis County Mental Health and Mental Retardation

Programs: Children's Partnership, Community Partners for Children, and Youth and Family Assessment Center

PERSONNEL	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
Salaries (insert total from attached worksheet)				$0.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	$0.00	$0.00	$0.00	$0.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	$0.00	$0.00	$0.00	$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Specific Assistance to Individuals		**291,821.00**		291,821.00
Other: MSO FEE		**23,179.00**		23,179.00
				0.00
C. TOTAL DIRECT ASSISTANCE	$0.00	$315,000.00	$0.00	$315,000.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	$0.00	$0.00	$0.00	$0.00
GRAND TOTAL (A + B + C + D)	$0.00	$315,000.00	$0.00	$315,000.00

Note: Grand Total does not include program income

Last Updated 9-24-09 at 3:19pm

ATTACHMENT C.1
2010 Program Budget - Parenting in Recovery Grant

Last Updated 9-24-09 at 3:19pm

ATTACHMENT C.1
2010 Budget System of Care MSO
PROGRAM BUDGET DETAIL - PARENTING IN RECOVERY

Agency: Austin Travis County Mental Health and Mental Retardation

Programs: Children's Partnership, Community Partners for Children, and Youth and Family Assessment Center

PERSONNEL	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
Salaries (insert total from attached worksheet)				$0.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	$0.00	$0.00	$0.00	$0.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	$0.00	$0.00	$0.00	$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Specific Assistance to Individuals		**95,101.00**		95,101.00
Other: MSO FEE		**4,756.00**		4,756.00
				0.00
C. TOTAL DIRECT ASSISTANCE	$0.00	$99,857.00	$0.00	$99,857.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	$0.00	$0.00	$0.00	$0.00
GRAND TOTAL (A + B + C + D)	$0.00	$99,857.00	$0.00	$99,857.00

Note: Grand Total does not include program income

Last Updated 9-24-09 at 3:19pm

ATTACHMENT C.2

2010 Program Budget - Milburn Grant

Last Updated 9-24-09 at 3:19pm

ATTACHMENT C.2
2010 Budget System of Care MSO
PROGRAM BUDGET DETAIL - MILBURN FUNDS

Agency: Austin Travis County Mental Health and Mental Retardation

Programs: Children F.I.R.S.T. and Healthy Families

PERSONNEL	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
Salaries (insert total from attached worksheet)				$0.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	$0.00	$0.00	$0.00	$0.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	$0.00	$0.00	$0.00	$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Specific Assistance to Individuals		**47,675.00**		47,675.00
Other: MSO FEE		**0.00**		0.00
				0.00
C. TOTAL DIRECT ASSISTANCE	$0.00	$47,675.00	$0.00	$47,675.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	$0.00	$0.00	$0.00	$0.00
GRAND TOTAL (A + B + C + D)	$0.00	$47,675.00	$0.00	$47,675.00

Note: Grand Total does not include program income

ATTACHMENT G - 2010

2010 Ethics Affidavit

STATE OF TEXAS}
COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

Date:_____
Name of Affiant:_____
Title of Affiant:_____
Business Name of Proponent:_____
County of Proponent:_____

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 "A".

5. Affiant has personally read Exhibit "A" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "A" with whom Proponent is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

_____
Signature of Affiant

_____
Address

SUBSCRIBED AND SWORN TO before me by_____on_____, 20__.

_____
Notary Public, State of_____

_____
Typed or printed name of notary
My commission expires:_____

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

_____

_____

_____

_____

_____

_____

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

Last Updated 9-24-09 at 3:19pm

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
September 3, 2009

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	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*	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
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	Vacant	
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	Vacant	
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

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
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 IV	George R. Monnat, C.P.M., A.P.P.*	
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 III	David Walch*	
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	Chiddi N'Jie	
TNR	Steve Manilla	

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
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
Attorney, Transactions Division	Stacy Wilson	7/06/10
Executive Manager, Administrative	Alicia Perez	9/01/10

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

ATTACHMENT I - 2010

2010 Public Policy Requirements, Assurances and Certifications

Last Updated 9-24-09 at 3:19pm

OMB Approval No. 4040-0007
Expiration Date 04/30/2008

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.

* SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Completed on submission to Grants.gov	* TITLE
* APPLICANT ORGANIZATION	* DATE SUBMITTED Completed on submission to Grants.gov

Last Updated 9-24-09 at 3:19pm

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *If known*: **Congressional District**, *if known*: 4c	 **Congressional District**, *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount**, *if known*: $
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

Last Updated 9-24-09 at 3:19pm

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, DC 20503.

Last Updated 9-24-09 at 3:19pm

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS – (USDHHS)

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For the Department of Health and Human Services, the central pint is: Division of Grants Management and Oversight, Office of Management and Acquisition, Department of Health and Human Services, Room 517-D, 200 Independence Avenue, SW Washington, DC 20201.

Certification Regarding Drug-Free Workplace Requirements (Instructions for Certification)

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. For grantees other than individuals, Alternate I applies.

4. For grantees who are individuals, Alternate II applies.

5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).

8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All direct charge employees; (ii) All indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

Last Updated 9-24-09 at 3:19pm

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS – (USDHHS)

Certification Regarding Drug-Free Workplace Requirements

Alternate I. (Grantees Other Than Individuals)

The grantee certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
(b) Establishing an ongoing drug-free awareness program to inform employees about --
(1)The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
(1) Abide by the terms of the statement; and
(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted --
(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code): _____

_____

☐ *Check if there are workplaces on file that are not identified here.*

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

[55 FR 21690, 21702, May 25, 1990]

CERTIFICATION REGARDING MAINTENANCE OF EFFORT — (USDHHS)

In accordance with the applicable program statute(s) and regulation(s), the undersigned certifies that financial assistance provided by the Administration for Children and Families, for the specified activities to be performed under the _____ Program by _____ (Applicant Organization), will be in addition to, and not in substitution for, comparable activities previously carried on without Federal assistance.

_____
Signature of Authorized Certifying Official

_____
Title

_____
Date

Last Updated 9-24-09 at 3:19pm

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS—(USDHHS)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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Certification Regarding Debarment, Suspension, and Other Responsibility Matters--Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS—(USDHHS)

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,'' without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

****

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE — (USDHHS)

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.By signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act.

The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify accordingly.

Acknowledgement of Federal Funding

As required by U.S. Department of Health and Human Services (HHS) appropriations acts, all HHS recipients must acknowledge Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds. Recipients are required to state (1) the percentage and dollar amounts of the total program or project costs financed with Federal funds and (2) the percentage and dollar amount of the total costs financed by nongovernmental sources.

Activities Abroad

HHS recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 91.

Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 80.

Confidentiality of Patient/Client Records

Section 543 of the PHS Act, 42 U.S.C. 290dd-2, requires that records of substance abuse patients be kept confidential except under specified circumstances and purposes. The covered records are those that include the identity, diagnosis, prognosis, or treatment of any patient maintained in connection with any program or activity relating to substance abuse education, prevention, training, treatment, rehabilitation, or research that is conducted, regulated, or directly or indirectly assisted by any department or agency of the United States. This requirement is implemented in 42 CFR part 2.

Controlled Substances

Grantees are prohibited from knowingly using appropriated funds to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances

Act, 21 U.S.C. 812. This limitation does not apply if the recipient notifies the GMO that there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

If controlled substances are proposed to be administered as part of a research protocol or if research is to be conducted on the drugs themselves, applicants/recipients must ensure that the DEA requirements, including registration, inspection, and certification, as applicable, are met. Regional DEA offices can supply forms and information concerning the type of registration required for a particular substance for research use. The main registration office in Washington, DC, may be reached at 800-882-9539. Information also is available from the National Institute on Drug Abuse at 301-443-6300.

Education Amendments of 1972 (Title IX)

Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. The HHS implementing regulations are codified at 45 CFR part 86.

Hatch Act

The Hatch Act restricts political activity of executive branch employees of the federal government and District of Columbia government employees (5 U.S.C. 7321–7328) and State or local officers or employees (5 U.S.C. 1501–1528). "State or local officer or employee" means an individual employed by a State or local agency whose principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the United States or a Federal agency. (Certain State educational or research institutions are excluded from this definition.)

Health Insurance Portability and Accountability Act (HIPAA)

The "Standards for Privacy of Individually Identifiable Health Information" (the Privacy Rule) implement the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d *et seq.*, which governs the protection of individually identifiable health information. The Privacy Rule is administered and enforced by HHS's OCR and is codified at 45 CFR parts 160 and 164. Not all HHS recipients are subject to the Privacy Rule. The Privacy Rule applies only to "covered entities," as defined by the rule, which include health plans and most health-care providers.
The OCR Web site (http://www.hhs.gov/ocr/hipaa) provides information on the Privacy Rule, including the complete text of the regulation and a set of decision tools for determining whether a particular entity is subject to the rule. An educational booklet, *Protecting Health Information in Research: Understanding the HIPAA Privacy Rule*, is available through OCR's Web site and at http://privacyruleandresearch.nih.gov/. That

Web site also includes other educational materials approved by OCR and the HHS Office of the General Counsel.

Limited English Proficiency

Recipients of Federal financial assistance must take reasonable steps to ensure that people with limited English proficiency have meaningful access to health and social services and that there is effective communication between the service provider and individuals with limited English proficiency. To clarify existing legal requirements, HHS published "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." This guidance, which is available at http://www.hhs.gov/ocr/lep/revisedlep.html, provides a description of the factors that recipients should consider in determining and fulfilling their responsibilities to individuals with limited English proficiency under Title VI of the Civil Rights Act of 1964.

Pro-Children Act

The Pro-Children Act of 1994, 20 U.S.C. 7183, imposes restrictions on smoking in facilities where federally funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity. Any questions concerning the applicability of these provisions to an HHS grant should be directed to the GMO.

Rehabilitation Act of 1973 (Section 504)

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment. The HHS implementing regulations are codified at 45 CFR parts 84 and 85.

Resource Conservation and Recovery Act

Under RCRA (42 U.S.C. 6901 *et seq.*), any State agency or agency of a political subdivision of a State using appropriated Federal funds must comply with 42 U.S.C. 6962. This includes State and local institutions of higher education or hospitals that receive direct HHS awards. Section 6962 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA (40 CFR parts 247–254).

Restriction on Abortions

HHS funds may not be spent for an abortion.

Restriction on Distribution of Sterile Needles

Funds appropriated for HHS may not be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (the Uniform Relocation Act), 42 U.S.C. 4601 *et seq.*, applies to all programs or projects undertaken by Federal agencies or with Federal financial assistance that cause the displacement of any person.

The HHS requirements for complying with the Uniform Relocation Act are set forth in 49 CFR part 24. Those regulations include uniform policies and procedures regarding treatment of displaced people. They encourage entities to negotiate promptly and amicably with property owners so property owners' interests are protected and litigation can be avoided.

U.S. Flag Air Carriers

Recipients must comply with the requirement that U.S. flag air carriers be used by domestic recipients to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries. This requirement must not be influenced by factors of cost, convenience, or personal travel preference. The cost of travel under a ticket issued by a U.S. flag air carrier that leases space on a foreign air carrier under a code-sharing agreement is allowable if the purchase is in accordance with GSA regulations on U.S. flag air carriers and code shares (see http://www.gsa.gov/gsa/cm_attachments/GSA_DOCUMENT/110304_FTR_R2QA53_0Z5RDZ-i34K-pR.pdf). (A code-sharing agreement is an arrangement between a U.S. flag carrier and a foreign air carrier in which the U.S. flag carrier provides passenger service on the foreign air carrier's regularly scheduled commercial flights.)

USA Patriot Act

The Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) amends 18 U.S.C. 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The act also establishes restrictions on access to specified materials. "Restricted persons," as defined by the act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent (see "Public Health Security and Bioterrorism Preparedness and Response Act").

Public Health Security and Bioterrorism Preparedness and Response Act

The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201 Note, is designed to provide protection against misuse of select agents and toxins, whether inadvertent or the result of terrorist acts against the U.S. homeland, or other criminal acts (see 42 U.S.C. 262a). The act was implemented, in part, through regulations published by CDC at 42 CFR part 73, Select Agents and Toxins. Copies of these regulations are available from the Import Permit Program and the Select Agent Program, respectively, CDC, 1600 Clifton Road, MS E-79, Atlanta, GA 30333; telephone: 404-498-2255. These regulations also are available at http://www.cdc.gov/od/ohs/biosfty/shipregs.htm.

Retention and access requirements for records

Sub-recipient shall comply with retention and access requirements for records as codified in 45 CFR 92 .42.

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

9

Approved by: Cyd V. Grimes 9/23/09 MB

Voting Session: Tuesday, September 29, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO INTERLOCAL AGREEMENT NO. IL090060VR, AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION, FOR FAMILY PRESERVATION PROGRAM IN-HOME COUNSELING SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers
Department: (JUVENILE PROBATION) Estela P. Medina, Chief Juvenile Probation Officer; Sylvia Mendoza
County Attorney (when applicable): Jim Connolly
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro And Jose Palacios
Other: N/A

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

  The contractor, Austin-Travis County Mental Health Mental Retardation (MHMR), provides In -Home Counseling and other services which relate to the Family Preservation Program to juveniles on probation with the Travis County Juvenile Probation Department.

  At this time, the Purchasing Office, Juvenile Probation Department and MHMR are in the process of negotiating the FY2010 contract. It is necessary to extend the current contract in order for Travis County to continue negotiations without interruption of service.

  Modification No.2 modifies Section 2.0, Terms, of the contract to include an option to extend the contract unilaterally for three (3) additional one (1) month periods. This contract will be extended for 90 days from October 1, 2009 through December 30, 2009.

  Modification No. 1 modified the scope of services by deleting the ISC group requirement services item 4.0. This modification was processed administratively.

- **Contract Expenditures:** Within the last 12 months $283,526.00 has been spent against this contract.

☒ Not applicable

Last Updated 9-24-09 at 3:19pm

➢ Contract-Related Information:

Award Amount: **ON AN AS NEEDED BASIS**
Contract Type: (Professional Services Agreement)
Contract Period: 12/1/2008 - 9/30/2009 (auto renewal)

➢ Contract Modification Information:

Modification Amount: **ON AN AS NEEDED BASIS**
Modification Type: EXTENSION
Modification Period: 10/1/09-12/30/09

➢ 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: ON AN AS NEEDED BASIS

➢ Funding Information:

☐ Purchase Requisition in H.T.E.: N/A
☒ Funding Account(s): 001-4530-593-6099
☒ Comments: ON AN AS NEEDED BASIS

➢ Statutory Verification of Funding:

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

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: Cyd Grimes
Purchasing Agent

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

RE: Interlocal Agreement No. IL090600VR – Austin Travis County MHMR (Family Preservation)

DATE: September 4, 2009

Travis County Juvenile Probation is currently contracting with MHMR for In-Home Counseling and Educational Services (FPP). The Department requests that the contract be renewed as currently written to allow time for negotiations on a modification.

The following details the line item to be used for this contract.

IL090600VR – Travis County MHMR (FPP)
Account Number: 001-4530-593-6099

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

cc: Barbara Swift

EPM: gc

MODIFICATION OF CONTRACT NUMBER: IL090060JW In-Home Counseling and Educations Services PAGE 1 OF 1 PAGES

Last Updated 9-24-09 at 3:19pm

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: **September 11, 2009**
ISSUED TO: **Austin Travis County MHMR** **P.O. Box 3548** **Austin Texas 78764** **Attn: David Evans**	MODIFICATION NO.: **2**	EXECUTED DATE OF ORIGINAL CONTRACT: **December 1, 2008**

ORIGINAL CONTRACT TERM DATES: 12/1/09 – **9/30/09** CURRENT CONTRACT TERM DATES: 10/1/09-**12/30/2009**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: **As needed Basis** Current Modified Amount **As needed basis**.

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

A. Reference Section 2.0 "Term" the following paragraph is hereby added:

2.2.1 OPTION TO EXTEND: County may unilaterally extend this Contract for three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"). The exercise of any option to extend under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 6.0 Amendments/Modifications of this Contract to make any changes in those terms. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

B. Pursuant to Section 2.0, Paragraph 2.2.1 - Option to Extend, as incorporated above the contract is hereby extended for 90 days, from October 1, 2009 through December 30, 2009.

Note to Vendor:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

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

LEGAL BUSINESS NAME: Austin Travis County MHMR Center BY: _____ SIGNATURE BY: David Evans PRINT NAME TITLE: Executive Director ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION X OTHER DATE: 9·16·09
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 9/23/09
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

10

Approved by: Cyd V. Grimes 9/18/09

Voting Session: Tuesday, September 29, 2009
REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 4) TO CONTRACT NO. PS080113RE, WITH ENCOMPASS MEDICAL MANAGEMENT, FOR EVALUATION SERVICES. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner
Department: HHS, Sherri Fleming, Executive Manager
County Attorney (when applicable): Mary Etta Gerhardt
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.

Through this contract, Encompass Medical Management, Inc. will gather and evaluate program data for the Parenting in Recovery project in accordance with the grant requirements. Encompass will construct a database and train all grant partners in how to use it.

Modification no. 4 renews the agreement for an additional twelve-month period from October 1, 2009 through September 30, 2010. Funds for this period are not to exceed $33,500.00.

Modification no. 3 increased the contract amount from $43,500.00 to $66,500.00, an increase of $23,000.00. These additional funds provided additional work on the database and development of a strategy to improve training for caseworkers involved with the project.

Modification no. 2 renewed the contract for an additional twelve month period from October 1, 2008 through September 30, 2009. Contract funds for this period were not to exceed $43,500.00.

Modification no. 1 increased the contract amount from $59,000.00 to $73,000.00, an increase of $14,000.00.

- **Contract Expenditures:** In the past 11 months, $43,500.00 has been spent against this contract.

- **Contract-Related Information:**

Last Updated 9-24-09 at 3:19pm

Award Amount: $59,000.00
Contract Type: Professional Services
Contract Period: March 1, 2008-September 30, 2008

- **Contract Modification Information:**
  Modification Amount: $33,500.00
  Modification Type: Bilateral
  Modification Period: October 30, 2009 –September 30, 2010

- **Solicitation-Related Information:**

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

- **Special Contract Considerations:**

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

- **Funding Information:**
  ☒ Purchase Requisition in H.T.E.: To be entered when new budget is loaded
  ☒ Funding Account(s): 638-5868-611-4007
  ☐ Comments:

- **Statutory Verification of Funding:**
  ☐ Contract Verification Form: Funds Verified __Not Verified _X_ by Auditor.

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

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

DATE: September 15, 2009
TO: Members of the Commissioners Court

FROM: Sherri Fleming by [illegible]
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

SUBJECT: Encompass Medical Management, Inc. contract renewal

Proposed Motion:
Consider and take appropriate action to renew a contract with Encompass Medical Management, Inc. for services related to the Parenting in Recovery grant project.

Summary and Staff Recommendations:
In FY'08, the U.S. Department of Health and Human Services awarded Travis County a five-year grant at $500,000 per year to fund the Parenting in Recovery project. Travis County Health and Human Services and Veterans Service (TCHHSVS) is working with several partners to provide a coordinated system of services for families in the child welfare system as a result of parental methamphetamine or other substance dependence.

The grantor requires the Parenting in Recovery project to gather and evaluate program data. Program data must be collected, reviewed for accuracy and put in a format required by the grantor. A database must be maintained and all grant partners trained in how to use it. This renewal allows Encompass Medical Management, Inc. to continue providing these services in FY'10.

TCHHSVS staff recommends approving this renewal.

Budgetary and Fiscal Impact:
The FY'10 contract is for $33,500. These funds are provided by the Parenting in Recovery grant. The contract number is PS080113RE. The contract runs from 9/30/09 – 9/29/10.

Issues and Opportunities:
Providing accurate and informative data for the grantor is essential to the Parenting in Recovery project's success.

Background:
The Parenting in Recovery project is designed to keep families together by providing treatment and support services. This grant-funded project began in FY'08.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

Last Updated: 09-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: Cyd V. Grimes 9/18/09

Voting Session: Tuesday, September 29, 2009
REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 2) TO CONTRACT NO. PS080222RE, WITH FOUNDATION COMMUNITIES FOR PARENTING IN RECOVERY SERVICES. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner
Department: HHS, Sherri Fleming, Executive Manager
County Attorney (when applicable): Mary Etta Gerhardt
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.

Through this contract, Foundation Communities provides case management services for clients with methamphetamine or other substance dependence in the Parenting in Recovery Program. The goal is to assist clients in attaining self-sufficiency and stable housing.

Modification no. 2 will renew the agreement for an additional twelve month period from October 1, 2009 through September 30, 2010. Funds for this period shall not exceed $21,000. Because this renewal increases the original contract amount by more than 25%, Court approval is needed.

Modification no. 1 renewed the contract for an additional twelve month period from October 1, 2008 through September 30, 2009.

- **Contract Expenditures:** In the past 12 months, $15,000 has been spent against this contract.

- **Contract-Related Information:**

Award Amount:	$15,000.00
Contract Type:	Professional Services
Contract Period:	March 1, 2008-September 30, 2008

- **Contract Modification Information:**

Modification Amount: $21,000.00
Modification Type: Bilateral
Modification Period: October 1, 2009 –September 30, 2010

- **Solicitation-Related Information:**

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

- **Special Contract Considerations:**

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

- **Funding Information:**

☒ Purchase Requisition in H.T.E.: To be entered when new budget is loaded.
- ☒ Funding Account(s): 638-5868-611-4007
☐ Comments:

- **Statutory Verification of Funding:**

☐ Contract Verification Form: Funds Verified __Not Verified _X_ by Auditor.

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

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

DATE: September 15, 2009
TO: Members of the Commissioners Court

FROM: Sherri Fleming by [illegible]
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

SUBJECT: Foundation Communities contract renewal

Proposed Motion:
Consider and take appropriate action to approve renewing a contract with Foundation Communities for services related to the Parenting in Recovery project.

Summary and Staff Recommendations:
In FY'08, the U.S. Department of Health and Human Services awarded Travis County a five-year grant at $500,000 per year to fund the Parenting in Recovery project. Travis County Health and Human Services and Veterans Service (TCHHSVS) is working with several partners to provide a coordinated system of services for families in the child welfare system as a result of parental methamphetamine or other substance dependence.

Foundation Communities provides case management for clients in the Parenting in Recovery program. Specific duties of the case manager include but are not limited to

- Facilitating the transition to housing for program participants through collaborative discharge planning sessions including identification of housing needs and barriers, mediation of housing barriers and facilitation of the leasing process;

- Meeting regularly with participating families to identify areas of need and evaluating progress toward self-sufficiency;
- Assisting program participants in addressing basic needs issues such as child care, employment, education and transportation;
- Performing ongoing case management services to support self-sufficiency goals, recovery and permanent housing;
- Communicating regularly with family support team including Child Protective Services caseworker and aftercare recovery specialist to discuss participant progress and address needs;
- Facilitating communication between participating families and the leasing office and mediating potential lease violation issues to help families maintain housing;
- Working collaboratively with organizations providing substance dependence and mental health services to access ongoing services and support for participants;
- Working with families to identify sources of assistance and to access services from other social service agencies;
- Coordinating educational opportunities and services to enable participants to learn general life skills, including parenting skills;
- Maintaining database of all current and former participant families including demographic information as well as services accessed, goals, progress notes and accomplishments to utilize for internal and external review;
- Providing Parenting in Recovery program evaluator with specific and timely data in accordance with grant requirements; and
- Attending meetings of Parenting in Recovery partner agencies.

TCHHSVS staff recommends renewing this contract for FY'10.

Budgetary and Fiscal Impact:
The $21,000 contract will be paid by the Parenting in Recovery grant. The contract number is PS080222RE. The contract runs from 9/30/09 – 9/29/10.

Issues and Opportunities:
The Foundation Communities case manager will improve the chances of the Parenting

in Recovery clients attaining self-sufficiency and stable housing.

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

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

12

Approved by: Cyd V. Grimes 9/18/09 MB

Voting Session: Tuesday, September 29, 2009
REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 5) TO INTERLOCAL AGREEMENT NO. IL060054RE, WITH AUSTIN INDEPENDENT SCHOOL DISTRICT, FOR ADULT BASIC EDUCATION SERVICES. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner
Department: HHS, Sherri Fleming, Executive Manager
County Attorney (when applicable): Mary Etta Gerhardt
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro And Jose Palacios
Other:

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- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action met the compliance requirements as outlined by statutes.
- Through this interlocal agreement, Austin Independent School District (AISD) teaches English as a Second Language (ESL) and citizenship skills to adults at various AISD campuses. Services are provided at Metz, Pecan Springs, and Walnut Creek Elementary schools, as well as Burnet Middle School and Lanier High.
- This modification no. 5 will renew the agreement for an additional twelve month period from October 1, 2009 through September 30, 2010. Funding for this period shall not exceed $108,150.00
- The modification is currently being routed for signature of all appropriate parties, and will be provided for Court approval upon receipt. The AISD Board is scheduled to approve the renewal on September 29, 2009. Due to the fact these contracts expire on September 30, 2009, HHS has requested the Court approve and sign once originals are returned by AISD.
- Modification no. 4 renewed the contract for an additional twelve month period from October 1, 2008 through September 30, 2009. Funding for this renewal period shall not exceed $108,150.00.

- Modification No. 3 renewed the contract for an additional twelve-month period from October 1, 2007 through September 30, 2008 and included a 5% funding increase from FY'07 bringing the new total to $108,150.
- Modification No. 2 renewed the agreement for an additional twelve-month period from October 1, 2006 through September 30, 2007.
- Modification No. 1 increased the funds from $100,000 to $103,000.
- **Contract Expenditures:** Within the last 12 months $103,000.00 has been spent against this contract.

☐ Not applicable

- **Contract-Related Information:**

Award Amount: $100,000.00
Contract Type: Professional Services
Contract Period: October 1, 2005 – September 30, 2006

- **Contract Modification Information:**

Modification Amount: $108,150.00
Modification Type: Bilateral
Modification Period: October 1, 2009 – September 30, 2010

- **Solicitation-Related Information:**

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

- **Special Contract Considerations:**

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

- **Funding Information:**

☒ Purchase Requisition in H.T.E.: Funds to be entered after new budget loaded.
☒ Funding Account(s): 00158916116099
☐ Comments:

- **Statutory Verification of Funding:**

☒ Contract Verification Form: Funds Verified __Not Verified X by Auditor.

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

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

DATE: September 15, 2009
TO: Members of the Commissioners Court
FROM: Sherri E. Fleming
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

SUBJECT: AISD Adult Basic Education contract renewal

Proposed Motion:
Consider and take appropriate action to approve renewing the interlocal agreement with Austin Independent School District for Adult Basic Education Services for FY'10.

Summary and Staff Recommendations:
This interlocal provides funds to the Austin Independent School District (AISD) for Adult Basic Education Services. Adults take English as a Second Language (ESL) and citizenship classes at various AISD campuses. County funds, in conjunction with funds from the City of Austin, provide ESL instruction at five locations: Metz, Pecan Springs, and Walnut Creek Elementary schools, Burnet Middle School, and Lanier High School.

TCHHSVS staff recommends renewing the contract.

Budgetary and Fiscal Impact:
The FY'10 contract amount is $108,150. The contract follows the county fiscal year. The contract number is IL060054RE.

Issues and Opportunities:
The AISD Adult Basic Education program emphasizes active student participation and seeks to develop citizenship skills in students while teaching them English. Students

participate in decisions regarding their instruction. A steering committee comprised of students, other members of the community, school principals and program staff is involved in program oversight.

Background:
The Commissioners Court first approved the AISD interlocal for Adult Basic Education Services in FY'98. The court has renewed the contract each year since then.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

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OFFICE

MODIFICATION OF CONTRACT NUMBER: IL060054RE-Adult Basic Education

Last Updated 9-24-09 at 3:19pm

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Rebecca Gardner** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **August 19, 2009**
ISSUED TO: Austin Independent School District 1111 West 6th Street Austin, Texas 78703	MODIFICATION NO.: **5**	EXECUTED DATE OF ORIGINAL CONTRACT: **October 1, 2005**

ORIGINAL CONTRACT TERM DATES: **October 1, 2005-September 30, 2006** CURRENT CONTRACT TERM DATES: **October 1, 2008-September 30, 2009**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $100,000.00 Current Modified Amount: $108,150.00

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

The above referenced Contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Renewal for an additional twelve month period from October 1, 2009 through September 30, 2010.
2. Contract funds for renewal period shall not exceed $108,150.00.

DRAFT

The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performance in accordance with all terms of the Contract, as amended.

Note to Vendor:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

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

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

2010 RENEWAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN TRAVIS COUNTY AND AUSTIN INDEPENDENT SCHOOL DISTRICT FOR ADULT BASIC EDUCATION SERVICES

This Renewal of written instrument ("2010 Renewal") is entered into by the following parties: Travis County, a political subdivision of the state of Texas ("County"), and Austin Independent School District ("AISD"), a state agency.

RECITALS

County entered into a contract with AISD to provide adult basic education services ("Agreement"), the Initial Term of which began October 1, 2005, and terminated September 30, 2006 ("Initial Term").

AISD agreed to provide services and activities for indigent and other qualified recipients in accordance with the terms of the Agreement, including the attachments thereto, during any approved Agreement period.

Pursuant to the terms of the Agreement, the Agreement was renewed by the Parties for additional one-year terms, with the current term beginning October 1, 2008, and terminating September 30, 2009 ("2009 Renewal Term").

The Agreement allows the Parties to renew the Agreement with written approval, and the Parties desire to renew the Agreement.

In consideration of the mutual benefits to be received through the following changes, County and AISD agree to change the Agreement as follows:

1.0 GENERAL TERMS

1.1 2010 Renewal. The Parties acknowledge and agree that this 2010 Renewal constitutes the renewal and amendment of the Agreement for an additional term beginning October 1, 2009, and terminating September 30, 2010, with the changes in terms to the Agreement as specified in this 2010 Renewal.

2.0 AISD PERFORMANCE

2.1 Services and Activities. The Parties acknowledge and agree that AISD shall perform, either directly or indirectly through Subcontracts, in a satisfactory manner as determined by County, through Department, services and activities in accordance with the terms and conditions stated in this Agreement as previously amended.

2.2 Insurance. The Parties agree that the requirements for insurance for the 2010 Renewal will continue as set forth in the original Agreement. AISD agrees to provide current 2010 documentation of such insurance as required under the Agreement.

2.3 Limitations. Unless otherwise specifically stated herein, the performances required under this 2010 Renewal are performable only during the 2010 Renewal Term, and performances required under any other Agreement Term(s) were performable only during the applicable Term. Performance requirements and payment shall not carry over from one Agreement Term to another.

2.4 2010 Update. Within fifteen (15) days of execution of this 2010 Renewal, AISD agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials, and other information required under the Agreement, including, but not limited to, the following as described under the Agreement:

2.4.1 Proof of Insurance
2.4.2 Update of any Policies and Procedures
2.4.3 Updated W-9 Taxpayer Identification Form
2.4.4 Updated IRS 990 Form
2.4.5 Change of Identity Information (Name, Address, etc.)

2.5 Debarment, Suspension and Other Responsibility Matters. By signing this 2010 Renewal, AISD certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Agreement.

2.6 Certification and Warranty. By signing this 2010 Renewal, AISD certifies and warrants that all certifications and warranties under the Agreement continue to be in full force and effect. AISD also acknowledges and agrees that it has read all terms and provisions of the Agreement and understands and agrees that, to the extent not specifically changed by this 2010 Renewal, those terms and conditions remain in full force and effect for the 2010 Renewal Term.

3.0 ENTIRE AGREEMENT

3.1 Attachments. The Parties agree that the terms of Attachment A-08, "2008 Work Statement, Performance Measures and Budget," attached to the 2008 Renewal as Exhibit 1, will continue to govern performance during the 2010 Renewal Term.

4.0 FINANCIAL PROVISIONS

4.1 Maximum Funds. The Parties agree to amend Section 13.1.1, "Maximum Amount," by adding the following:

13.1.1(c) 2010 Renewal Maximum Amount. Subject to the requirements in Sections 13.1.2 and 13.2 and other applicable provisions of this Agreement, in consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement during the 2010 Renewal Term, as determined by County, County shall provide funds not to exceed the following amount during the Initial Agreement Term:

$ 108,150.00.

5.0 INCORPORATION

5.1 County and AISD hereby incorporate the Agreement into this 2010 Renewal. Except for the changes made in this 2010 Renewal, County and AISD hereby ratify all the terms and conditions of the Agreement as amended. The Agreement with the changes made in this 2010 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.2 The Parties agree that all requirements and obligations of the Agreement which have not been specifically changed by this 2010 Renewal remain in full force and effect and apply to performance by the Parties during the 2010 Renewal Term of the Agreement as amended.

6.0 EFFECTIVE DATE

6.1 This 2010 Renewal is effective October 1, 2009, when it is approved and signed by both Parties. This Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

Last Updated: 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

13

Approved by: Cyd V. Grimes 9/18/09

Voting Session: Tuesday, September 29, 2009
REQUESTED ACTION: APPROVE TWELVE-MONTH EXTENSION (MODIFICATION NO. 5) TO CONTRACT NO. PS070215RE, WITH WORKSOURCE SOLUTIONS- CAPITAL AREA WORKFORCE BOARD, FOR CHILD CARE MENTORING COLLABORATIVE. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner
Department: HHS, Sherri Fleming, Executive Manager
County Attorney (when applicable): Mary Etta Gerhardt
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 statutes.

Through this contract, WorkSource Child Care Solutions (CCS) oversees a collaborative that provides services designed to increase the quality of child care in Travis County. WorkSource CCS is the state-level authority providing subsidies that allow low and moderate-income working parents to afford child care. Another function of WorkSource CCS is monitoring, promoting and supporting child care quality.

This modification no. 5 will renew the agreement for an additional twelve-month period from October 1, 2009 through September 30, 2010. Funding for this period shall not exceed $200,000.

Modification no. 4 renewed the agreement for an additional twelve-month period from October 1, 2008 through September 30, 2009.

Modification no.3 changed the contractors name from Worksource-Greater Austin Area Workforce Board to Workforce Solutions-Capital Area Workforce Board.

Modification no. 2 replaced the work statement and budget.

Modification no. 1 renewed the agreement for an addition twelve-month period from October 1, 2007 through September 30, 2008.

- **Contract Expenditures:** Within the last 12 months $200,000.00 has been spent against this contract.

- **Contract-Related Information:**
  Award Amount: $118,000.00
  Contract Type: Professional Services
  Contract Period: March 1, 2007-September 30, 2007

- **Contract Modification Information:**
  Modification Amount: $200,000.00
  Modification Type: Bilateral
  Modification Period: October 1, 2009 – September 30, 2010

- **Solicitation-Related Information:**
  Solicitations Sent: N/A Responses Received: N/A
  HUB Information: N/A % HUB Subcontractor: N/A

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

- **Funding Information:**
  ☒ Purchase Requisition in H.T.E.: To be entered after new budget is loaded.
  ☒ Funding Account(s): 00158916116290
  ☐ Comments:

- **Statutory Verification of Funding:**
  ☒ Contract Verification Form: Funds Verified _Not Verified _X_ by Auditor.

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

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

DATE: September 15, 2009
TO: Members of the Commissioners Court

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

SUBJECT: Workforce Solutions Quality Child Care Collaborative contract renewal

Proposed Motion:
Consider and take appropriate action to approve renewing the Workforce Solutions Quality Child Care Collaborative contract for FY'10.

Summary and Staff Recommendations:
Under this contract, Workforce Solutions - Child Care Services (CCS) oversees a collaborative that provides services designed to increase the quality of child care in Travis County. Workforce Solutions CCS is the state-level authority providing subsidies that allow low- and moderate-income working parents to afford child care. Another function of Workforce Solutions CCS is monitoring, promoting and supporting child care quality.

A Quality Child Care Collaborative consisting of Workforce Solutions CCS, FamilyConnections, and Austin Community College (ACC) provides mentoring, training, technical assistance, and resources to child care providers to help them meet state and national quality standards.

TCHHSVS staff recommends renewing this contract for FY'10.

Budgetary and Fiscal Impact:
The FY'10 contract amount is $200,000. The contract follows the county fiscal year. The contract number is PS070215RE. The requisition will be entered once the FY'10 budget is approved and loaded into H.T.E.

Issues and Opportunities:
Social and emotional readiness fostered through quality early childhood education programs are critical in preparing children for a smooth transition to kindergarten and success in school. Children who have benefited from quality early learning programs also achieve more in the workplace. Quality child care is a vital investment for the community.

Background:
The City of Austin, ACC, FamilyConnections, and United Way Success By 6 are also providing funding for the collaborative.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

~~Last Updated 9-24-08 at 3:19pm~~

MODIFICATION OF CONTRACT NUMBER: PS070215RE Child Care Services — **PAGE 1 OF 3 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Rebecca Gardner** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **August 27, 2009**
ISSUED TO: **Workforce Solutions** **6505 Airport Blvd., Suite 101-E** **Austin, Texas 78752**	MODIFICATION NO.: **5**	EXECUTED DATE OF ORIGINAL CONTRACT: **March 1, 2007**

ORIGINAL CONTRACT TERM DATES: March 1, 2007-September 30, 2007 CURRENT CONTRACT TERM DATES: October 1, 2007-September 30, 2008

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $118,000.00 Current Modified Amount $200,000.00

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

The above referenced Contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment which:

1. Contract is renewed for an additional twelve month period from October 1, 2009 through September 30, 2010.
2. Contract funds for this renewal period shall not exceed $200,000.00.

The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performance in accordance with all terms of the Contract, as amended.

Note to Vendor/City:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

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

LEGAL BUSINESS NAME: Workforce Solutions BY: _____ SIGNATURE BY: Alan D. Miller PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE: 9/14/09
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 9/18/09
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

2010 RENEWAL OF AGREEMENT BETWEEN
TRAVIS COUNTY AND
WORKFORCE SOLUTIONS - CAPITAL AREA WORKFORCE BOARD
(Quality Child Care Collaborative)

This 2010 Renewal of written instrument ("2010 Renewal") is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), and Workforce Solutions - Capital Area Workforce Board ("Contractor").

RECITALS

The Travis County Commissioners Court approved and the County Judge executed Agreement ("Agreement") with Contractor, the initial term of which began March 1, 2007, and terminated September 30, 2007 ("Initial Term").

Under the Agreement, Contractor agreed to provide personal and professional services for the care of indigents and other qualified recipients and/or for public health education and information, in accordance with the terms of the Agreement, thus providing services which further a public purpose.

The Agreement allows for the renewal of the Agreement for additional one-year periods, or for any time specified by the Commissioners Court and agreed to by the Contractor.

County and Contractor have previously agreed to renew the Agreement to continue through September 30, 2009 ("09 Renewal Term"); and have previously agreed to amend the Agreement to reflect mutually agreed upon changes.

County and Contractor desire to renew the Agreement for an additional one-year term, beginning October 1, 2009, and ending September 30, 2010.

In consideration of the mutual benefits to be received and other good and valuable adequate consideration as specified herein, the Parties agree to renew the Agreement as follows:

1.0 GENERAL TERMS

1.1 **2010 Renewal Term**. Pursuant to the terms of the Agreement, as amended, the Parties hereby approve the renewal of the Agreement for an additional one-year period beginning October 1, 2009, and terminating September 30, 2010 ("2010 Renewal Term").

2.0 COUNTY PERFORMANCE

2.1 **Maximum Funds - 2010 Renewal Term**. The total Agreement Funds to be provided by County during the 2010 Renewal Term shall be an amount not to exceed the following:

$ 200,000.00

The maximum funds provided by County shall not exceed this amount unless or until an increase in the County budget for this Agreement is approved by the Commissioners Court and the Agreement is amended to reflect such change.

3.0 CONTRACTOR PERFORMANCE

3.1 **Insurance**. The Parties agree that the requirement for insurance for the 2010 Renewal Term will continue as set forth in the Agreement. Contractor agrees to provide current 2010 documentation of such insurance within fifteen (15) days of execution of this 2010 Renewal.

3.2 **2010 Update**. Contractor agrees to provide County with copies of any updated information, including but not limited to changes in policies, name and address, within fifteen (15) days of execution of this 2010 Renewal.

4.0 INCORPORATION

4.1 County and Contractor hereby incorporate this 2010 Renewal into the Agreement and hereby incorporate the Agreement into this 2010 Renewal for the purposes of interpretation of both. Except for the changes made in this 2010 Renewal, County and Contractor hereby ratify all terms and conditions of the Agreement as previously amended. The Agreement, as previously amended, with the changes made in this 2010 Renewal constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

5.1 This 2010 Renewal shall be effective October 1, 2009, when fully executed by County and Contractor.

Last Updated: 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

14

Approved by: Cyd V. Grimes 9/18/09 MB

Voting Session: Tuesday, September 29, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS070371JW, ESPEY CONSULTANTS, INC., CONSULTING SERVICES FOR HAMILTON POOL POLLUTION (COUNTY ATTORNEY)

Points of Contact:

Purchasing: Jason G. Wlker
Department: (COUNTY ATTORNEY), John Hille
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.

  This modification renews the agreement for an additional one (1) year period, effective October 1, 2009 through September 30, 2010.

  Modification 1 renewed the agreement for an additional one (1) year period, effective October 1, 2008 through September 30, 2009.

  This contract provides evaluation of water quality concerns in Hamilton Pool and the surrounding watershed, as a result of construction activities upstream of the pool that resulted in the accumulation of sediment, including fine sediment along the receiving stream and along the bottom and within the water column of the pool. The not-to-exeed amount of this contract is $11,000.00

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

  ☐ Not applicable

- **Contract-Related Information:**

  Award Amount: $11,000.00 (Not-to-Exceed)
  Contract Type: (Professional Services Agreement)

Contract Period: 8/28/07 - 9/30/08

- **Contract Modification Information:**
  Modification Amount: $0.00 (See Additional Procurement Comments)
  Modification Type: N/A
  Modification Period: 10/1/09 - 9/30/10

- **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: No funds involved with this modification. Time extension only.

- **Statutory Verification of Funding:**
  ☒ Contract Verification Form: Funds Verified ___ Not Verified _X_ by Auditor.

MODIFICATION OF CONTRACT NUMBER: PS070371JW

Last Updated 9-24-09 at 3:19pm

PAGE 1 OF 1 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 14, 2009
ISSUED TO: Espey Consultants, Inc. 3809 South 2nd St., Suite B-300 Austin, TX 78704	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: August 28, 2007

ORIGINAL CONTRACT TERM DATES: 8/28/07 – 9/30/08 CURRENT CONTRACT TERM DATES: 10/1/08 – 9/30/09

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $11,000.00 Current Modified Amount $11,000.00.

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

1. Pursuant to Section 1.0 AGREEMENT PERIOD, this agreement is renewed for an additional one (1) year period, effective October 1, 2009 through September 30, 2010.

Note to Vendor:

[T] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

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

LEGAL BUSINESS NAME: Espey Consultants, Inc.

BY: _____
SIGNATURE

BY: William H. Espey, Jr., Ph.D., P.E.
PRINT NAME

TITLE: President
ITS DULY AUTHORIZED AGENT

☐ DBA
☑ CORPORATION
☐ OTHER

DATE: 9-16-09

TRAVIS COUNTY, TEXAS

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

DATE: 9/18/09

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

Last Updated 9-24-09 at 3:19pm

From: John Hille
To: Jason Walker
CC: Gary Martin
Date: 9/11/2009 5:08 PM
Subject: Re: PS070371JW Hamilton Pool Pollution Consultant Services, Espey Consultants, Inc.

Yes please. We may use them again in October or late Fall. We will put more money in the line item when a settlement comes in.

CONFIDENTIAL COMMUNICATION
ATTORNEY/CLIENT PRIVILEGE

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email immediately and destroy all copies of the original message.

>>> Jason Walker 9/11/2009 1:22 PM >>>
John,

Just wanted to see if this contract was going to need to be renewed for another year. It's set to expire 9/30. Just to let you know, it was renewed last year for an additional year, but no additional services were ever modified into the contract during the renewal year and the P.O. has a $0.00 balance. Please advise as there's only one CC agenda date remaining if so. Thanks.

Jason

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE
Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

15

Approved by: Cyd V. Grimes 9/18/09

Voting Session: Tuesday, September 29, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 17 TO CONTRACT NO. PS960295JW, AUSTIN CHILD GUIDANCE CENTER, FOR MENTAL HEALTH TREATMENT AND CONSULTATION SERVICES TO JUVENILE OFFENDERS. (JUVENILE PROBATION)

Points of Contact:

Purchasing: David Walch
Department: (Juvenile Probation) Estela P. Medina, Chief Juvenile Probation Officer; Sylvia Mendoza
County Attorney (when applicable): John Hille
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spartaro and Jose Palacios
Other: N/A

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

  This contract is a part of an established collaborative network with local human service providers designed to integrate a range of defined services into a juvenile justice network. This network of services is designed to provide measurable improvements in the service system and in juvenile offender outcomes. Contractor provides mental health screening, needs assessment of youth and family members, and provides the necessary essential services or causes these services to be provided. Contractor coordinates and establishes linkages to assure effective communication across a range of providers for transmitting information and coordinating service delivery.

  Modification No. 17 replaces and updates Attachment A - Scope of Services and Attachment B - Fee Schedule. The contract will auto-renew for an additional 12-month time period beginning October 1, 2009 at a Not-To-Exceed amount of $164,651.

  Modification No.16 replaced the current contract PS960295JW document in its entirety with contract number PS960295VR. The replacement will update the standard clauses, update Attachment A - Scope of Services and Attachment B fee Schedule. In addition the new agreement incorporates an auto-renewal term with the requirements of an annual approved budget by the program Director.

Modification No.15 extended the term of the contract for an additional twelve (12) months, October 1, 2007 through September 30, 2008, continued funding is subject to FY08 budget approval.

Modification No.14 extended the term of the contract for an additional twelve (12) months, October 1, 2006 through September 30, 2007. Continued funding was subject to FY07 budget approval.

Modification No.13 extended the term of the contract for an additional twelve (12) months, October 1, 2005 through September 30, 2006. Continued funding was subject to FY06 budget approval.

Modification No.12 extended the term of the contract for an additional twelve (12) months, October 1, 2004 through September 30, 2005 and discontinued the services of the Psychology Intern.

Modification No.11 extended the term of the contract for an additional twelve (12) months, October 1, 2003 through September 30, 2004 and modified Attachment A to include Addendum 1, ACGC Part Time Psychology Intern. This intern provided 20 hours of psychological assessment and counseling services to Juvenile Probation through May 31, 2004 at a monthly rate of $1,167.50, totaling $11,675.00.

Modification No.10 extended the term of the contract for an additional twelve (12) months, October 1, 2002 through September 30, 2003. The contract amount is $147,000. This amount was included in the Juvenile Department's proposed FY03 budget.

Modification No.9 allowed for ACGC to provide 20 hours per week of psychological assessment services from January 1, 2002 through July 31, 2002 at a monthly rate of $767.05, totaling $5,369.35, and the term of the contract was extended for an additional twelve (12) months.

Modification No.8 deleted all references to JOSATS, effective September 30, 2000.

Modification No.7 extended the term of the contract for an additional twelve (12) months, September 30, 2000 through September 30, 2001; amended 18.2 pertaining to requested changes under the contract; and changed the contract number to read PS960295KW.

Modification No.6 extended the term of the contract for an additional twelve (12) months, September 29, 1999 through September 29, 2000 and the amount of the contract was increased to $164,651 not to exceed.

Modification No.5 increased the amount of the contract to $159,732 not to exceed, due to receipt of additional federal funds.

Modification No.4 extended the term of the contract for an additional twelve (12) months, September 29, 1998 through September 29, 1999 and the amount of the contract was increased to $123,732 not to exceed.

Modification No.3 extended the term of the contract for an additional twelve (12) months, September 29, 1997 through September 29, 1998.

Modification No.2 increased the amount of the contract to $89,095 not to exceed, due to receipt of additional federal funds.

Modification No.1 extended the term of the contract for an additional twelve (12) months, September 29, 1996 through September 29, 1997 and the amount of the contract was increased to $77,895 not to exceed.

- **Contract Expenditures:** Within the last 12 months $136,514.00 has been spent against this contract.

- **Contract-Related Information:**
  Award Amount: $164,651.00 (Not-to-Exceed)
  Contract Type: (Professional Services Agreement)
  Contract Period: 06/11/96 - 9/30/07

- **Contract Modification Information:**
  Modification Amount: $164,651.00 (Not-to-Exceed)
  Modification Type: Renewal - FY2009
  Modification Period: 10/1/08 – 9/30/09

- **Solicitation-Related Information:**
  Solicitations Sent: N/A Responses Received: N/A
  HUB Information: Not Applicable % HUB Subcontractor: N/A

- **Special Contract Considerations:**

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

- **Funding Information:**
  ☐ Purchase Requisition in H.T.E.:
  ☒ Funding Account(s): 001-4573-593-6099
  ☒ Comments: This contract will be funded from the FY2010 budget.

- **Statutory Verification of Funding:**
  ☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

MODIFICATION OF CONTRACT NUMBER: PS960295VR Substance Abuse Treatment Services
Last Updated 9-24-09 at 3:19pm

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: David Walch TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **August 18, 2009**
ISSUED TO: **Austin Child Guidance Center** **810 West 45th St** **Austin, TX 78751**	MODIFICATION NO.: **17**	EXECUTED DATE OF ORIGINAL CONTRACT: **June 11, 1996**

ORIGINAL CONTRACT TERM DATES: 10/1/95 – 9/29/96 CURRENT CONTRACT TERM DATES: 10/1/09 – 9/30/10

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: $65,119.00 Current Modified Amount $164,651.00.

DESCRIPTION OF CHANGES: : The above referenced contract is modified to reflect the changes as set forth below:

1) The term of the contract is extended for an additional twelve (12) month period, October 1, 2009, through September 30, 2010.

2) The total amount of funds to be paid for services rendered for the October 1, 2009 through September 30, 2010 "Renewal Term" will not exceed $164,651.00.

3) Pursuant to Section 2.2 "Renewal Term(s)" of contract Modification 16:
   a. "Attachment A-Scope of Services" is deleted in its entirety and replaced by revised "Attachment A-Scope of Services" dated August 18, 2009 attached hereto, and made a part hereof.
   b. "Attachment B-Program Budget" is deleted in it's entirety and replaced by revised "Attachment B-Program Budget" dated August 18, 2009 attached hereto, and made a part hereof.

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

LEGAL BUSINESS NAME: AUSTIN CHILD GUIDANCE CENTER BY: [signature] SIGNATURE BY: SUSANNE G. Matthews PRINT NAME TITLE: Adm. Director / CFO ITS DULY AUTHORIZED AGENT	☐ DBA ☒ CORPORATION Non-profit ☐ OTHER DATE: 9/14/09
TRAVIS COUNTY, TEXAS BY: [signature] Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 9/18/09
TRAVIS COUNTY, TEXAS BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

ATTACHMENT A- SCOPE OF SERVICES
Dated August 18, 2009

AUSTIN CHILD GUIDANCE CENTER
PROBATION SERVICES DIVISION

PROJECT DESCRIPTION

The Travis County Juvenile Probation Department has established a collaborative network with local human service providers, designed to integrate a range of defined services into a juvenile justice network. This network of services is designed to provide measurable improvements in the service system and in juvenile offender outcomes.

PROJECT GOAL

The primary goal is to reduce recidivism of juveniles at the Travis County Juvenile Probation Department. By reducing recidivism, the number of juvenile offenders that go on to become adult offenders are reduced by cutting across departmental and agency boundaries to create a network of treatment and other services that will provide a continuum of care to include mental health services for substance abusing offenders.

TARGET POPULATION

The target population are juvenile offenders referred by the Travis County Juvenile Department to include the juvenile's family members or significant others.

DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor shall provide services designed to screen the mental health needs of youth and family members and provide the necessary essential services or cause these services to be provided. Contractor shall coordinate and establish linkages to assure effective communication across a range of providers for transmitting information and coordinating service delivery. Contractor shall assist in developing a formalized agreement that specifies areas of responsibility, services provided and mechanisms for exchange of information. Contractor shall recruit and retain qualified staff to provide services to appropriately referred juveniles and their family. Contractor shall cooperate with the Probation Services Division Director in developing solutions to barriers and obstacles preventing effective and timely collaborative functions.

Eligible clients are juvenile offenders and their family members or significant others. Contractor's staff providing services under this project shall possess a minimum of one year's experience working with adolescents and families in a clinical capacity and providing service to youth and families. Contractor, through its qualified staff shall provide the following services to appropriately referred juveniles and families during the initial contract period:

Eligible clients are juvenile offenders and their family members or significant others participating in the Day Enrichment Program of the Probation Services Division or those approved by the Director of Probation Services Division. Contractor's staff providing services under this project shall possess a minimum of one year's experience providing mental health services to juvenile offenders and their family members. Contractor, through its qualified staff shall provide the following services to appropriately referred juveniles and families during the initial contract period:

1. Mental Health Screening for each eligible client referred to designated clinical therapy staff and in coordination with Probation Services staff; psychiatric evaluations with associated psychiatric medical services and psychological assessments. These services shall be provided through Contractor's medical (child psychiatrist) and clinical (psychologist, Ph.D.) supervisory staff.

2. Outpatient Individual/Family/Group Therapy for eligible clients referred and screened using intake management/initial evaluations and identified as needing in-depth mental health services. Therapist will be assigned to the Day Enrichment Program, IOP, residential treatment to accomplish the scope of this service.

3. Multifamily Therapy Groups to *youth and* family members referred, benefiting from intervention treatment that allows both children and parents/guardians to participate in a combined group format.

4. Consultant Services provided to Day Enrichment Program staff or other staff as warranted to help address the needs of youth in that program, with co-occurring disorders.

Rates
$35 per hour Coordinator Consultant Services
$65 per hour Consultant Services to Staff
$100 per hour for Psychological Services
$125 per hour for Psychiatric Services

PROJECT EVALUATION

Contractor shall cooperate with identified evaluation staff by providing timely submission of data according to the evaluation plan as agreed upon by all partners of the juvenile justice network.

PROJECT OUTPUTS:

Contract output(s) 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.

PROJECT OUTCOMES:

The following service delivery measures from Outputs form the project Outcomes:
(clients receive one to all of these services)
The # of unduplicated youth served annually to include carry-in and new clients receiving intake management/initial evaluation/group screenings will be at a minimum 140.
An average of 25 clients will be reported on monthly.

The # of youth receiving individual and/or family therapy will be at a minimum 86.

The # of youth receiving group services will be at a minimum 90.

The # of youth receiving psychological /psychiatric services will be at a minimum16.

Overall recipient hours of services will be an average of 129/month or 1,548/year.

Outcomes for those measured as successful (S) or unsuccessful (U) at service closure will have a 90% success outcome; there will be 100 closures with 90 having success/10 closures will be unsuccessful; cases not rated where there are too few service contacts or failure to complete service.

Budget Line Items	Current Budget	Adjustment	Revised Budget
PERSONNEL			
Salaries	116,676		
FICA	8,925		
Retirement	3,000		
Insurance	14,000		
Worker's Comp.	900		
SUI	50		
Other/Lic;Prof.Liab.	850		
TOTAL PERSONNEL	144,401		0
OPERATIONS			
Utilities	1,600		
Equipment Rental			
Office Rent			
Postage	500		
Telephone	300		
Staff Travel	2,500		
Printing/Duplication	900		
Office Supplies	1,500		
Audit/Accounting			
Consultants	10,000		
Subscriptions			
Conferences			
Insurance/Bonding	1,450		
Building Main.	1,500		
Other			
TOTAL OPERATIONS	20,250		0
DIRECT ASSISTANCE			
Drugs/Medicine			
Food/Beverage			
Client Assistance			
Other			
TOTAL ASSISTANCE	0		
CAPITAL OUTLAY	0		
SPECIFY:			
GRAND TOTAL	164,651		0

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: Cyd Grimes
Purchasing Agent

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

RE: **Contract No. PS960295JW – ACGC Substance Abuse Treatment Services**

DATE: September 11, 2009

Travis County Juvenile Probation is currently contracting services with Austin Child Guidance Center for Substance Abuse Treatment Services. Currently Austin Child Guidance Center is providing adequate services and we wish to renew this contract.

The following details the line item to be used for this contract.

PS 960295JW - Austin Child Guidance Center
Account Number: 001-4530-593-6099
NTE - $164,651
Extend for 12 months
Service has been satisfactory

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

cc: Barbara Swift
Emmitt Hayes
Sylvia Mendoza
Mike Williams

EPM: gc

RECEIVED
TRAVIS COUNTY

2009 SEP 14 AM 9:39

PURCHASING
OFFICE

Last Updated 9-24-09 at 3:19pm

Last Updated: 09-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

16

Approved by: Cyd V. Grimes 9/18/09

Voting Session: Tuesday, September 29, 2009

1. **REQUESTED ACTION:** APPROVE MODIFICATION NO. 2 TO CONTRACT NO. PS080215VR, SANTOS ALLIANCES, FOR PROFESSIONAL LEGISLATIVE ADVOCACY SERVICES. (INTERGOVERNMENTAL RELATIONS)

Points of Contact:

Purchasing: David Walch
Department: (Office of Intergovernmental Relations) Deece Eckstein IGR Coordinator
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 was awarded as a result of a formal RFS process conducted by the Purchasing Office completed June 16, 2008. Santos Alliances was selected and awarded this contract August 26, 2008 to provide Professional Legislative Advocacy Services to Travis County. This contract has an initial one-year term with three options to renew for a total of 4 years.

Modification No. 2 exercises the County's first renewal option on this contract for an additional 12-months, from October 1, 2009 to September 30, 2010 in the amount of $78,000 ($6,500 per month).

Modification No. 1 Incorporated a 20-day Funding Out clause into the contract.

- **Contract Expenditures:** Within the last 12 months $78.000.00 has been spent against this contract.

☒ Not applicable

- **Contract-Related Information:**

Award Amount: $78,000.00

Contract Type: Professional Services
Contract Period: October 1, 2008 to September 30, 2009

- **Contract Modification Information:**
  Modification Amount: $78,000.00 ($6,500 per month)
  Modification Type: Renewal FY 2010
  Modification Period: October 1, 2009 to September 30, 2010

- **Solicitation-Related Information:**

Solicitations Sent:	NA	Responses Received:	7
HUB Information:	Firm is 100% HUB Certified	% HUB Subcontractor:	N/A

- **Special Contract Considerations:**

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

- **Funding Information:**

☐ Purchase Requisition in H.T.E.:
☐ Funding Account(s): 001-1030-521.75-21
☒ Comments: **FY10 Budget**

- **Statutory Verification of Funding:**

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

MODIFICATION OF CONTRACT NUMBER: PS080215VR, PROFESSIONAL LEGISLATIVE ADVOCACY SERVICES **PAGE 1 OF 1**

Last Updated 9-24-09 at 3:19pm

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **DAVID WALCH** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 2, 2009
ISSUED TO: **Santos Alliances** **1001 Congress Ave. Suite 100** **Austin, Texas 78701**	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: September 16, 2008

ORIGINAL CONTRACT TERM DATES: **October 1, 2008 to September 30, 2009** CURRENT CONTRACT TERM DATES: **October 1, 2009 to September 30, 2010**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $6,500.00 p/month for 12 months Current Modified Amount $6,500.00 p/month for 12 months

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

A. Pursuant to Section II, paragraph D of this contract and Pursuant to Section VI Period of Service Travis County is exercising the option to renew this contract for an additional period of 12-months commencing on October 1, 2009 through September 30, 2010. Contractor acknowledges and agrees that notwithstanding anything to the contrary herein, if, during budget planning and adoption of the 2010 budget, 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.

B. Delete paragraph B of Section VI, Period of Service and replace with the following:

"B. This contract may be renewed by a specific resolution of Commissioners Court and agreement of Contractor for a term of two (2) additional one-year periods commencing on the first day following the expiration date of the First Renewal Term. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless the contract is specifically amended pursuant to Section II, paragraph D of this contract."

Note to Vendor:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

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

LEGAL BUSINESS NAME: Santos Alliances

☐ DBA ☑ CORPORATION ☐ OTHER

BY: _____
SIGNATURE

BY: Frank Santos
PRINT NAME

TITLE: President & CEO
ITS DULY AUTHORIZED AGENT

DATE: 9-10-09

TRAVIS COUNTY, TEXAS

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

DATE: 9/18/09

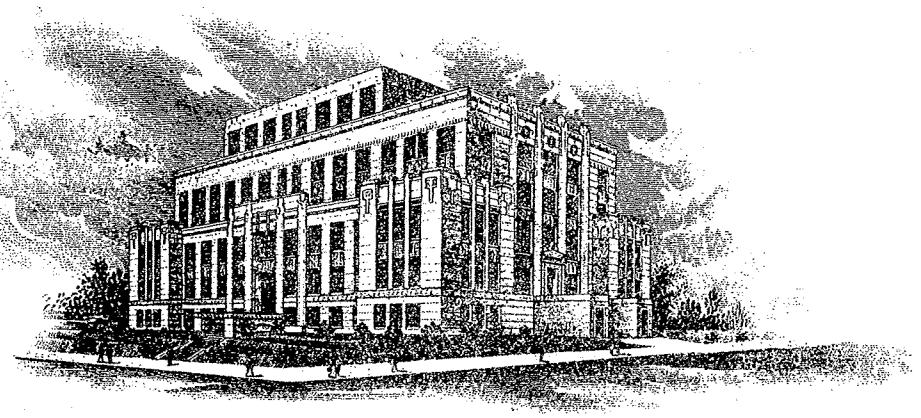
TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE:

Last Updated 9-24-09 at 3:19pm

County of Travis
STATE OF TEXAS



INTERGOVERNMENTAL RELATIONS OFFICE
DEECE ECKSTEIN
COORDINATOR

314 W. 11TH ST., ROOM 535
AUSTIN, TX 78767
P.O. BOX 1748
854-9754
FAX: 854-9542

TO: Cyd Grimes
Purchasing Agent

FROM: Deece Eckstein
Intergovernmental Relations Coordinator

RE: Request to Renew Contract No. PS 080215VR

DATE: September 1, 2009

The Travis County Intergovernmental Relations Office is currently contracting with the following vendor for Professional Legislative Advocacy Services:

SANTOS ALLIANCE
1001 Congress Avenue, Suite 100
Austin, TX 78701

The contract is for Six Thousand Five Hundred Dollars ($6,500) per month, or Seventy-Eight Thousand Dollars ($78,000) per year. It contains an option for annual renewal for up to three years. The Intergovernmental Relations Office is requesting to renew the contract for one year. The line item being used for this contract is:

001-1030-521.75-21

Please contact me if you need any additional information in order to proceed.

Sincerely,

DEECE ECKSTEIN

Cc: The Honorable Sam Biscoe
Gregg Knaupe, Esq.

Last Updated: 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

17

Approved by: Cyd V. Grimes 9/18/09 MB

Voting Session: Tuesday, September 29, 2009
REQUESTED ACTION: REVIEW AND APPROVE LIST OF AUTO RENWAL INTERLOCAL AGREEMENTS (63 TOTAL) AND CONTRACTS (160 TOTAL) FOR VARIOUS SERVICES.

Points of Contact:

Purchasing: David Walch
Department: SEE ATTACHMENT "A"
County Attorney (when applicable): N/A
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro And Jose Palacios
Other:

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

  Attached for Commissioners Court approval (Attachment "A") is a list of agreements and contracts containing provisions for renewal for the period of October 1, 2009 through September 30, 2010. No modifications are needed. The renewals are automatic, unilateral, and may be renewed at the discretion of Travis County for successive one-year periods under the same prices, terms, and conditions as the original contract. Purchasing has asked departments to validate their list of contracts. Adjustments were made as necessary.

  Attachment "A" is organized by department.

REQUESTED ACTION:

APPROVE ( ) DISAPPROVE ( )

_____ _____

Samuel T. Biscue

County Judge

Date

➢ **Contract-Related Information: See Attached List**

➢ **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:

➢ **Statutory Verification of Funding:**

* ☐ Purchase Requisition in HTE N/A
* ☐ Contract Verification Form signed by Auditor and/or P.B.O.
☐ Funding Account(s) See Attached
☐ Comments:

* At least one of these must be included

Last Updated 9-24-09 at 3:19pm

ATTACHMENT A

Contract #	Vendor	Description	Expenditures 10/1/08-7/31/09	Dept	Funding account
IL970106KW	UNIVERSITY OF TEXAS AT AUSTIN	TRAINING COURSES-UT AT AUSTIN	$0.00	-	
IL980139KW	AUSTIN COMMUNITY COLLEGE	AUSTIN COMMUNITY COLLEGE-TRAINING	$0.00	-	
PS090015VR	FAMILY CONNECTIONS	PARENT COACHING & ASSESSMENT SERVICES	$0.00	Civil Courts	637-2210-544-6099
PS970133LB	CHAPMAN, CAROLINE	COURT REPORTER - CHAPMAN	$0.00	Civil Courts	
PS090055VR	ALCOHOLIC REHABILITATION CENTE	RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES	$0.00	Community Supervision and Corrections	
PS090263VR	LOUIS GARZA, DIANA LPC LMFT	PROFESSIONAL VISITATION SERVICES	$0.00	Community Supervision and Corrections	
PS090266VR	NEURO INSTITUTE OF AUSTIN L.P.	RESIDENTIAL TREATMENT SERVICES	$0.00	Community Supervision and Corrections	
PS970184LH	MC FARLEY, KEVIN M	JC PSYCHOLOGIST - MCFARLEY	$0.00	Constable Prt 1	
PS010053LB	JUDY A COUGHENOUR AND ASSOCIAT	COURT REPORTING SERVICES F/COUNTY ATTORNEY		COUNTY ATTY	52511405224711
PS020006LB	BARRINGER LEGAL COPIES INC	LITIGATION SUPPORT SVCS-DOCUMENT/VIDEO DUPLICATION		COUNTY ATTY	52511405224712
PS050202ML	DISPUTE RESOLUTION CENTER	MEDIATION, ARBITRATION, CONCILIATION FOR DIST JUDG		COUNTY ATTY	1636005544099
PS080136ML	HOLLAND & KNIGHT	LEGAL SERVICES FOR 800MHZ RECONFIGURATION SVCS		COUNTY ATTY	
PS080158ML	TETRA TECH	STORMWATER MANAGEMENT/EROSION CONTROL NTE 50K		COUNTY ATTY	52511405224713
PS080159ML	PAUL HORNSBY AND COMPANY	APPRAISAL/DAMAGE VAL. CONSULTING SVC NTE $37,500		COUNTY ATTY	52511405224713
PS080160ML	ESPEY CONSULTANTS INC	ENVIRONMENTAL/ENGINEERING CONSULTING NTE 78, 500		COUNTY ATTY	52511405224713
PS080218ML	ESPEY CONSULTANTS INC	RAINFALL ANALYSIS CONSULTING SERVICES NTE $10,500		COUNTY ATTY	52511405224713
PS080274ML	BIO WEST INC	LITIGATION EXPERT SERVICES NTE $66,975.10		COUNTY ATTY	52511405224713
PS080312ML	AM ENVIRONMENTAL	EXPERT WITNESS FOR CONSULTING SERVICES		COUNTY ATTY	149856216308
PS080314ML	LOWERRE AND FREDERICK	EXPERT WITNESS FOR LANDFILL LITIGATION		COUNTY ATTY	149856216308
PS080315ML	GLENROSE ENGINEERING	EXPERT WITNESS FOR LANDFILL OPERATIONS		COUNTY ATTY	149856216308
PS970315ML	VINSON AND ELKINS LLP	BOND COUNSEL & MOD 1,2,3,4,5, &6		COUNTY ATTY	52511405224707
PS990113LB	SHEPHERD, ROBB	ROBB SHEPHERD, AD LITEM TAX NTE $25K PER K PERIOD		COUNTY ATTY	108305184012
IL020072VR	MENTAL HEALTH MENTAL RETARDATI	DUAL DIAGNOSIS DRUG COUNSELING SERVICES	$0.00	Criminal Courts	
IL060216JT	MENTAL HEALTH MENTAL RETARDATI	INTENSIVE OUTPATIENT TREATMENT SERVICES	$0.00	Criminal Courts	
IL060352JT	MENTAL HEALTH MENTAL RETARDATI	CASE MGMT.SVCS.MENTALLY ILL PI-ENHANCED OFFENDERS	$0.00	Criminal Courts	
PS090013VR	SCOTT, HAROLD D	PSYCHOLOGICAL & PSYCHIATRIC SERVICES	$0.00	Criminal Courts	001-9496-546-6315
PS050011JW	DCCI	TREATMENT AND RELAPSE PREVENTION SERVICES	$0.00	Criminal Courts/Dist attorney	
PS070168VR	SOUTH AUSTIN MARKET PLACE	POST-RELEASE TRANSITIONAL HOUSING	$10,897.00	Criminal justice	001-5500-557-6099
PS070292ML	ARMSTRONG FORENSIC LABORATORY	DRUG TESTING SERVICES	$0.00	Criminal justice	
PS070217ML	BURROWS, MAUREEN S MD MPH	PSYCHIATRIST SERVICES MAUREEN BURROWS	$29,350.00	DISTRICT ATTY	194865466315
PS080198ML	FAIRFAX IDENTITY LABORATORIES	DNA LAB TEST AND EXPERT WITNESS SERVICES NTE $100K		DISTRICT ATTY	desc funding
PS090162ML	ORCHID CELLMARK	DNA CONSULTING/ANALYSIS SERVICES	$23,720.00	DISTRICT ATTY	194965466325
PS970041LB	PARKER, GEORGE V PH D	FORENSIC PSYCHOLOGIST - G. PARKER	$350.00	DISTRICT ATTY	194965466315
PS990095LH	CENTER FOR CHILD PROTECTION	CHILDREN'S ADVOCACY CENTER - DA'S OFFICE		DISTRICT ATTY	137055614016
PS080228RE	DAUGHTERS OF CHARITY HEALTH	UNCROSSMATCHED BLOOD PRDUCT SERVICES	$0.00	EMS	No funds
IL000065EF	RURAL TRANSPORTATION SERVICES - CARTS	RURAL TRANSPORT SERVICES	$119,858.86	HHS	001-5850-611-6251
IL000104MQ	TEXAS AGRILIFE EXTENSION SERVI	COUNTY DEMONSTRATION WORK IN TRAVIS COUNTY	$113,602.60	HHS	118006134099
IL000197MQ	CALDWELL TRAVIS SOIL AND WATER	CALDWELL-TRAVIS SOIL & WATER CONSERVATION	$850.00	HHS	118006137004
IL040243RE	AUSTIN INDEPENDENT SCHOOL DIST	AFTER SCHOOL CARE SERVICES AISD	$441,288.00	HHS	158676116290
IL040256RE	CITY OF AUSTIN	DEAF INTERPRETING SERVICES-REVENUE	REVENUE	HHS	REVENUE
IL060026RE	PRAIRIE VIEW A & M UNIVERSITY	COUNTY DEMONOSTRATION WORK NTE $10,000	$773.45	HHS	118006134099
IL070268RE	TRAVIS CO SVS FOR THE DEAF	INTERPRETING SERVIECS REVENUE	REVENUE	HHS	REVENUE
IL090054VR	AUSTIN TRAVIS CO MHMR CENTER	SUBSTANCE ABUSE TREATMENT SERVICES	$0.00	HHS	
IL990020TS	AUSTIN TRAVIS COUNTY HEALTH	RYAN WHITE CARE ACT INTERLOCAL, ADMIN. NO FUNDS	$0.00	HHS	No funds
PS000160MQ	WILKE CLAY FISH FUNERAL HOME	INDIGENT BURIAL SERVICES	$3,400.00	HHS	158546116017
IL070037RE	AUSTIN TRAVIS COUNTY HEALTH	MSO SERVICES YOUTH AND FAMILY ASSESSMENT CENTER	$789,066.00	HHS	001-5854-611-6262
PS000161MQ	AUSTIN PEEL AND SON FUNERAL HO	INDIGENT BURIAL SVCS/AUSTIN-PEEL & SON F.H./HHS	$21,393.29	HHS	158546116017

ATTACHMENT A

Contract #	Vendor	Description	Expenditures 10/1/08-7/31/09	Dept	Funding account
PS000162MQ	NEW FOREST OAKS INC	INDIGENT BURIAL SVCS/COOK-WALDEN FOREST OAKS/HHS	$3,400.00	HHS	158546116017
PS000163MQ	COOK WALDEN FUNERAL HOME INC	INDIGENT BURIAL SVCS/COOK-WALDEN FUNERAL HOME/HHS	$11,600.00	HHS	158546116017
PS000164MQ	AUSTIN JONES FUNERAL HOME	INDIGENT BURIAL SVCS/AUSTIN-JONES FUNERAL HOME/HHS	$0.00	HHS	158546116017
PS000165MQ	FULLER SHEFFIELD FUNERAL SERVI	INDIGENT BURIAL SVCS/FULLER-SHEFFIELD/HHS	$9,750.00	HHS	158546116017
PS000166MQ	HARRELL FUNERAL HOME LTD	INDIGENT BURIAL SVCS/HARRELL FUNERAL HOME/HHS	$4,250.00	HHS	158546116017
PS000167MQ	KING TEARS MORTUARY INC	INDIGENT BURIAL SVCS/KING TEARS MORTUARY/HHS	$16,506.43	HHS	158546116017
PS000168MQ	MISSION FUNERAL HOME	INDIGENT BURIAL SVCS/MISSION FUNERAL HOME/HHS	$0.00	HHS	158546116017
PS000169MQ	RICHARD PROPERTIES INC	INDIGENT BURIAL SVCS/PHILLIPS UPSHAW RICHARD/HHS	$14,626.03	HHS	158546116017
PS000170MQ	RESTHAVEN MORTUARY	INDIGENT BURIAL SVCS/RESTHAVEN MORTUARY/HHS	$0.00	HHS	158546116017
PS000171MQ	WEED CORLEY FISH FUNERAL HOME	INDIGENT BURIAL SVCS/WEED-CORLEY-FISH F.H./HHS	$12,050.00	HHS	158546116017
PS010151LB	CAPITAL AREA FOOD BANK OF	CAFB - WEST RURAL CENTER	$4,960.26	HHS	001-5854-611-6262
PS010152LB	CAPITAL AREA FOOD BANK OF	CAFB - NORTH RURAL CENTER	$11,615.92	HHS	001-5854-611-6262
PS010153LB	CAPITAL AREA FOOD BANK OF	CAFB - NORTHWEST RURAL CENTER	$3,058.61	HHS	001-5854-611-6262
PS010154LB	CAPITAL AREA FOOD BANK OF	CAFB - EAST RURAL CENTER	$3,983.72	HHS	001-5854-611-6262
PS010155LB	CAPITAL AREA FOOD BANK OF	CAFB - POST ROAD SERVICE CENTER	$3,301.37	HHS	001-5854-611-6262
PS010156LB	CAPITAL AREA FOOD BANK OF	CAFB - PALM SQUARE SERVICE CENTER	$9,107.08	HHS	001-5854-611-6262
PS010157LB	CAPITAL AREA FOOD BANK OF	CAFB - SOUTH RURAL CENTER	$3,625.39	HHS	001-5854-611-6262
PS030162JW	ROY MAAS' YOUTH ALTERNATIVES	RESIDENTIAL TREATMENT SERVICES- YOUTH ALTERNATIVES	$0.00	HHS	107-4519-593.62-05
PS040022EF	LANGUAGE LINE	LANGUAGE LINES INTERPRETER SERVICES MULTI-LANGUAGE	$8,998.68	HHS	001-5854-611-6262
PS090194RE	TRAVIS COUNTY HOSPITAL DISTRICT	INTERPRETING SERVIECS REVENUE	REVENUE	HHS	REVENUE
PS990110EF	COMMUNICATION SVC FOR THE DEAF	DEAF INTERPRETING SERVICES	$4,130.63	HHS	001-5861-611-6018
IL080182VR	AUSTIN SAN ANTONIO	AUSTIN-SAN ANTONIO INTERMUNICIPAL RAIL DISTRICT	$49,500.00	In'tl Gov Relations	
IL000258KW	AUSTIN TRAVIS COUNTY MHMR	PSYCHIATRIC EVALUATION/CONSULTATION SVCS-MHMR-JPD	$0.00	Juvenile Probation	011-4514-593-6024
IL010019VR	AUSTIN TRAVIS COUNTY MHMR	CHILDRENS PARTNERSHIP SERVICES W/MHMR AS MSO	$70,727.00	Juvenile Probation	001-4514-593-6024
IL080007VR	HAYS COUNTY TREASURER	RESIDENTIAL TREATMENT SERVICES (HAYS COUNTY)	$322,890.00	Juvenile Probation	107-4519-593.62-05/001-4530-593-6205/
IL080039VR	VICTORIA REGIONAL JUVENILE JUS	RESIDENTIAL TREATMENT SERVICES (VICTORIA COUNTY)	$82,945.54	Juvenile Probation	001-4530-593-6205/174-4521-593-6205
IL090060VR	AUSTIN TRAVIS COUNTY MENTAL	IN-HOME COUNSELING & EDUCATIONAL SERVICES (FPP)	$274,094.05	Juvenile Probation	272-4569-593-6099/001-4530-593-6099
LA060253JT	AUSTIN INDEPENDENT SCHOOL DIST	JJAEP - AISD - YEARLY LEASE	$1.00	Juvenile Probation	023-4510-593-6102
PS000011VR	CARRASCO, NICHOLAS PHD	PSYCHOLOGICAL EVALUATION/SEX OFFENDER TREAT.SERV.	$114,490.00	Juvenile Probation	001-4530-593-4019
PS000068VR	PHOENIX HOUSES OF TEXAS INC	RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES	$61,221.16	Juvenile Probation	001-4530-593-6205
PS000183VR	YOUTH AND FAMILY ALLIANCE	RESIDENTIAL TREATMENT SERVICES LIFEWORKS	$114,649.00	Juvenile Probation	001-4530-593-6205/817-4560-593-4099/107-4521-593-6205
PS000199JW	SHORELINE INC	RESIDENTIAL TREATMENT SVCS-SHORELINE, INC.	$0.00	Juvenile Probation	001-4530-5936205/272-4587-593-6205
PS000204JW	DAYSTAR RESIDENTIAL INC	RESIDENTIAL TREATMENT SVCS - DAYSTAR RESIDENTIAL	$779,323.00	Juvenile Probation	001-4530-593-6205/various grant accounts
PS000205VR	BOYS TOWN TEXAS INC	RESIDENTIAL TREATMENT SERVICES	$0.00	Juvenile Probation	
PS000206JW	GIOCOSA FOUNDATION, THE	RESIDENTIAL TREATMENT SVCS-THE GIOCOSA FOUNDATION	$0.00	Juvenile Probation	001-4530-5936205/272-4587-593-6205
PS000210JW	TEXAS LAUREL RIDGE HOSPITAL LP	RESIDENTIAL TREATMT SVCS-LAUREL RIDGE TREATMNT CTR	$0.00	Juvenile Probation	
PS000211JW	HMIH CEDAR CREST LLC,	RESIDENTIAL TREATMENT SVCS-CEDAR CREST FOUNDATION	$21,997.00	Juvenile Probation	001-4530-593-6205/107-4521-593-6205

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Contract #	Vendor	Description	Expenditures 10/1/08-7/31/09	Dept	Funding account
PS000212JW	BROOKHAVEN YOUTH RANCH INC	RESIDENTIAL TREATMENT SVCS-BROOKHAVEN YOUTH RANCH	$32,002.00	Juvenile Probation	001-4530-593-6205/various grant accounts
PS000229JW	LUTHERAN SOCIAL SERVICES OF	RESIDENTIAL TREATMENT SVCS - LUTHERAN SOCIAL SVCS	$302,174.00	Juvenile Probation	001-4530-593-6205/various grant accounts
PS000230JW	PEGASUS SCHOOLS INC	RESIDENTIAL TREATMENT SERVICES - PEGASUS SCHOOLS	$434,934.00	Juvenile Probation	
PS000244JW	SETTLEMENT CLUB DBA THE	RESIDENTIAL TREATMENT SERVICES - SETTLEMENT CLUB	$0.00	Juvenile Probation	
PS000246JW	NEW ENCOUNTERS RESIDENTIAL	RESIDENTIAL TREATMENT SVCS-NEW ENCOUNTERS RTC	$0.00	Juvenile Probation	001-4530-593-6205
PS000299KW	SOUTHWEST KEY PROGRAM	EDUCATIONAL/COUNSELING SVCS-JJAEP-SOUTHWEST KEY	$526,776.00	Juvenile Probation	023-4510-593.6099
PS010063JW	CLEAN INVESTMENTS INC	SUBSTANCE ABUSE TREATMENT COUNSELING	$3,216.00	Juvenile Probation	001-4530-593-6099
PS010064JW	CHOOSING HOW I LIVE LIFE OUTPA	SUBSTANCE ABUSE TREAT/COUNSELING SVCS	$48,174.00	Juvenile Probation	001-4530-593-6099
PS010144JW	PROVIDENCE SERVICE CORP	IN-HOME FAMILY SERVICES	$82,197.00	Juvenile Probation	001-4530-593-6099
PS010162JW	CORTEZ, SARAH	SEX OFFENDER TREATMENT/COUNSELING-JUV	$70,365.00	Juvenile Probation	001-4530-593-4099
PS020064JW	SOUTHWEST KEY PROGRAM	SWKEY COMMUNITY COORDINATOR - JJAEP	$37,500.00	Juvenile Probation	174-4578-593.6099
PS030159JW	POSITIVE STEPS INC	RESIDENTIAL TREATMENT SERVICES - POSITIVE STEPS	$0.00	Juvenile Probation	001-4530-593-6205
PS030160JW	CORNELL CORRECTIONS OF TEXAS I	RESIDENTIAL TREATMENT SERVICES	$13,408.00	Juvenile Probation	107-4519-593.62-05
PS030161JW	KERR CO JUVENILE FACILITY	RESIDENTIAL TREATMENT SERVICES - KERR COUNTY	$0.00	Juvenile Probation	107-4519-593.62-05
PS030169JW	THERAPEUTIC FAMILY LIFE	RESIDENTIAL TREATMENT SERVICES - THERAPEUTIC	$46,864.00	Juvenile Probation	001-4530-593-6205/107-4573-593-6205
PS030171JW	OAKS TREATMENT CENTER	RESIDENTIAL TREATMENT SERVICES- OAKS TREATMENT CTR	$485,275.00	Juvenile Probation	001-4530-593-6205/various grant accounts
PS030172JW	NEW HORIZONS RANCH AND	RESIDENTIAL TREATMENT SERVICES - NEW HORIZON	$30,358.00	Juvenile Probation	001-4530-593-6205/various grant accounts
PS030218JW	RAMEY, HOWARD A DDS	DENTAL SERVICES - DR. RAMEY, D.D.S.	$8,480.00	Juvenile Probation	001-4512-593-4009
PS030292JW	ROCKDALE RGNL JUV JUSTICE CNTR	RESIDENTIAL TREATMENT SERVICES - ROCKDALE RGNL	$79,910.00	Juvenile Probation	001-4530-593-6205/various grant accounts
PS040113JW	POOLE, DAVID R PHD	PSYCHOLOGICAL EVALUATIONS - DR. DAVID R. POOLE	$0.00	Juvenile Probation	001-4514-593-6315
PS040114JW	THORNE, STEPHEN A., PH.D	PSYCHOLOGICAL EVALUATIONS - DR. STEPHEN A. THORNE	$28,374.00	Juvenile Probation	001-4514-593-6315/various grant accounts
PS040257JW	ALLIANCE CHILDRENS SRVCS, INC.	RESIDENTIAL TREATMENT SERVICES - ALLIANCE	$0.00	Juvenile Probation	001-4514-593-6315/272-4587-593-6205
PS050002JW	SEAY, OLLIE J. PH.D.	PSYCHOLOGICAL SERVICES - DR. OLLIE J. SEAY	$1,600.00	Juvenile Probation	001-4514-593-6315/various grant accounts
PS050177JW	GULF COAST TRADE CENTER	RESIDENTIAL TREATMENT SERVICES - GULF COAST TRADES	$8,469.00	Juvenile Probation	001-4530-593-6205/various grant accounts
PS060022JW	AUSTIN CHILD GUIDANCE CENTER	THERAPEUTIC SERVICES	$8,810.00	Juvenile Probation	001-4560-593-4099
PS060031JW	AUSTIN PSYCHOLOGICAL AND TESTI	PSYCHOLOGICAL AND NEUROPSYCHOLOGICAL TESTING	$50,800.00	Juvenile Probation	001-4514-593-6315/various grants
PS060191JT	FIERRO, BRENDA I.	FACILITATION OF COURT ORDERED PARENTING CLASSES	$3,840.00	Juvenile Probation	001-4560-593-4099
PS070129JT	YOUTH AND FAMILY ALLIANCE	PROFESSIONAL COUNSELING CONSULTATION DEBRIEF SVCS.	$6,370.00	Juvenile Probation	001-4546-593-4099
PS070205VR	NEXUS RECOVERY CENTER, INC.	RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES	$54,912.00	Juvenile Probation	001-4530-593-6205/107-4573-593-6205
PS070255VR	SOUTHWEST KEY PROGRAM	RESIDENTIAL TREATMENT SERVICES	$0.00	Juvenile Probation	

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Contract #	Vendor	Description	Expenditures 10/1/08-7/31/09	Dept	Funding account
PS070296VR	FREY, ERIC PHD	PSYCHOLOGICAL SERVICES	$17,150.00	Juvenile Probation	001-4514-593-6315/8274577-593-6315
PS070297VR	RESOLUTIONS ADOLESCENT COUNSEL	ASSESSMENT SERVICES	$11,450.00	Juvenile Probation	001-4514-593-4099
PS070310VR	AUSTIN CHILDRENS SHELTER	RESIDENTIAL EMERGENCY SHELTER SERVICES	$32,610.45	Juvenile Probation	001-4530-593-6205
PS070346VR	CORMIER, SANDRA L. CANO	PSYCHOLOGICAL/COUNSELING SERVICES (COPE)	$6,500.00	Juvenile Probation	001-4514-593-4099
PS070348VR	CARVAJAL, TERRY M.	COUNSELING SERVICES (COPE)	$12,324.00	Juvenile Probation	001-4514-593-4099
PS070349VR	AUSTIN FAMILY INSTITUTE	PSYCHOLOGICAL/COUSELING /ASSESSMENT SVCS (COPE)	$8,180.00	Juvenile Probation	001-4514-593-4099
PS070350VR	SAMARITAN CENTER	PSYCHOLOGICAL/COUSELING/ ASSESSMENT SVCS (COPE)	$11,515.00	Juvenile Probation	001-4514-593-4099
PS070385VR	MERCHANTS OF HOPE CHILDREN'S H	RESIDENTIAL TREATMENT SERVICES	$0.00	Juvenile Probation	001-4530-593-6205
PS080005VR	BAPTIST CHILD AND FAMILY HHS	RESIDENTIAL EMERGENCY SHELTER SERVICES	$3,611.00	Juvenile Probation	001-4530-593-6205
PS080006VR	PROVIDENCE SERVICE CORP	PSYCHIATRIC/COUNSELING SVCS (COPE)	$9,920.00	Juvenile Probation	001-4514-593-4099/623-4514-593-4099
PS080068VR	SOUTHWEST KEY PROGRAM	DAY TREATMENT SERVICES	$388,829.00	Juvenile Probation	001-4530-593-6099/174-4572-593-6099/174-4565-593-6099
PS080179VR	WARD, LAURA ATKINS	LEGAL CONSULTING SERVICES	$3,050.00	Juvenile Probation	001-4512-593-4012/174-4590-4012
PS080181VR	AVALON CENTER INC	RESIDENTIAL TREATMENT SERVICES	$0.00	Juvenile Probation	001-4530-593-6205
PS080197VR	TRAVIS COUNTY SVS FOR THE DEAF	DEAF SERVICES FOR JUVENILE PROBATION	$9,840.00	Juvenile Probation	001-4526-593-6018
PS080213VR	SHILOH TREATMENT CENTER INC	RESIDENTIAL TREATMENT SERVICES	$0.00	Juvenile Probation	
PS080281VR	HOLDEN, WILLIAM J.	PSYCHOLOGICAL EVALUATION SERVICES	$600.00	Juvenile Probation	001-4514-593-6315/8274577-593-6315
PS080282VR	HENDERSON, AUGUST DOLAN	PSYCHOLOGICAL EVALUATION SERVICES	$10,500.00	Juvenile Probation	001-4514-593-6315/8274577-593-6315
PS080285VR	LEVY, ELIZABETH	PSYCHOLOGICAL EVALUATION SERVICES	$6,650.00	Juvenile Probation	001-4560-593-4099/001-4560-593-6099
PS080286VR	O'NEAL, CASEY	PSYCHOLOGICAL EVALUATION SERVICES	$16,250.00	Juvenile Probation	001-4514-593-6315/8274577-593-6315
PS090017VR	PROVIDENCE SERVICE CORP	PROFESSIONAL VISITATION SERVICES	$25,020.00	Juvenile Probation	001-4560-593-4099/001-4560-593-6099
PS090020VR	MEDART, REGINA	PROFESSIONAL VISITATION SERVICES	$4,800.00	Juvenile Probation	001-4560-593-4099/001-4560-593-6099
PS090022VR	OVALLE, LUIS R	PROFESSIONAL VISITATION SERVICES	$10,250.00	Juvenile Probation	001-4560-593-4099/001-4560-593-6099
PS090023VR	WILLIAMSON COUNCIL ON ALCOHOL	PROFESSIONAL VISITATION SERVICES	$5,950.00	Juvenile Probation	001-4560-593-4099/001-4560-593-6099
PS090024VR	BUSTAMANTE, ADRIANA E.	PROFESSIONAL VISITATION SERVICES	$1,650.00	Juvenile Probation	001-4560-593-6099
PS090025VR	CAUTHERN, KEN	PROFESSIONAL VISITATION SERVICES	$0.00	Juvenile Probation	001-4560-593-4099/001-4560-593-6099
PS090027VR	LEVY, ELIZABETH	PROFESSIONAL VISITATION SERVICES	$6,650.00	Juvenile Probation	001-4560-593-6099
PS090028VR	L AND S ADMINISTRATIVE CONSULT	PROF.ADMIN.OF THE RANDOM MOMENT TIME STUDY SVCS.	$18,000.00	Juvenile Probation	272-4569-593-6099
PS090038VR	DR TANIA GLENN AND ASSOCIATES,	PROFESSIONAL VISITATION SERVICES	$0.00	Juvenile Probation	001-4560-593-6099
PS090071VR	YOUTH ADVOCATE PROGRAMS	MENTOR PROGRAM SERVICES	$57,674.00	Juvenile Probation	001-4530-593-6099
PS090256VR	LANDERS, DAVID D	PSYCHOLOGICAL EVALUATION SERVICES	$1,350.00	Juvenile Probation	001-4514-593-6315
PS090257VR	KIDS FIRST HOUSTON LLC	PROFESSIONAL VISITATION SERVICES	$0.00	Juvenile Probation	001-4560-593-6099
PS090263VR	DIANA GARZA LOUIS DBA RIO GRANDE	PROFESSIONAL VISITATION SERVICES	$0.00	Juvenile Probation	001-4560-593-6099
PS960012JW	SOUTHWEST KEY PROGRAM	SOUTHWEST KEY- INTENSIVE SUPERVISION	$239,040.00	Juvenile Probation	001-4520-593-6099
PS960295VR	AUSTIN CHILD GUIDANCE CENTER	SUBSTANCE ABUSE TREATMENT SERVICES	$136,514.00	Juvenile Probation	001-4530-593-6099
PS970029VR	AUSTIN CHILD GUIDANCE CENTER	MULTI-FAMILY COUNSELING SERVICES	$88,431.75	Juvenile Probation	650-4514-593-6099/001-4550-593-6099

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PS970103VR	BHATT, SATISH S	PSYCHIATRIC SERVICES	$109,046.00	Juvenile Probation	001-4512-593-6315
PS970137LH	JONES, DAVID MD	DR. JONES-JUVENILE COURT MEDICAL SERVICES	$27,295.00	Juvenile Probation	001-4512-593-4015
PS970185VR	PSYCHOLOGICAL ARTS PC	PSYCHIATRIC/PSYCHOLOGICAL ASSESSMENT SERVICES	$1,750.00	Juvenile Probation	001-4514-593-6315/1744591-593-6315
PS970210LH	KING, JOHN D. MD	PSYCHOLOGIST EVALUATION SERVICES	$3,250.00	Juvenile Probation	001-4512-593-6315
PS980019JW	A WORLD FOR CHILDREN	RESIDENTIAL TREATMENT - WORLD FOR CHILDREN	$0.00	Juvenile Probation	
IL030294EF	BANDERA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030295EF	BASTROP COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030297EF	BLANCO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030298EF	BROWN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030299EF	BURLESON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030300EF	BURNET COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030301EF	CALDWELL COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030302EF	CALHOUN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030303EF	COLORADO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030304EF	COMAL COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030305EF	DEWITT COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030306EF	ECTOR COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030307EF	EDWARDS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030308EF	FALLS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030309EF	FAYETTE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030325EF	GILLESPIE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030326EF	GONZALES COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030327EF	GRIMES COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030328EF	GUADALUPE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030329EF	HAYS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030330EF	JACKSON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030331EF	KERR COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030332EF	KIMBLE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030334EF	LAVACA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030335EF	LEE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030336EF	LLANO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030337EF	MCCULLOCH COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030338EF	MCLENNAN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030339EF	MILAM COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030340EF	MILLS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030341EF	REFUGIO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030342EF	ROBERTSON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030343EF	SAN SABA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030344EF	VICTORIA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030345EF	WARD COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL030346EF	WASHINGTON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	REVENUE	ME	N/A
IL040041EF	WHARTON COUNTY	WHARTON COUNTY AUTOPSY SERVICES	REVENUE	ME	N/A
IL040233RE	WILLIAMSON COUNTY	WILLIAMSON CO AUTOPSY SERVICES REVENUE GENERATING	REVENUE	ME	N/A
IL040235RE	GOLIAD COUNTY	GOLIAD COUNTY AUTOPSY SERVICES REVENUE GENERATING	REVENUE	ME	N/A
IL040237RE	BRAZOS COUNTY	BRAZOS COUNTY AUTOPSY SERVICES REVENUE GENERATING	REVENUE	ME	N/A
IL040238RE	AUSTIN COUNTY	AUSTIN COUNTY AUTOPSY SERVICE REVENUE GENERATING	REVENUE	ME	N/A
IL960317KW	MENARD COUNTY, TEXAS	REVENUE K-OUT-OF-CO. AUTOPSY-MENARD CO.	REVENUE	ME	N/A
PS060350ML	STRAUSS, KRISTINE	HISTOLOGY SERVICES	$5,126.00	MEDICAL EXAMINER	138105726033
IL070041ML	CITY OF AUSTIN	CENTRAL BOOKING SERVICES	REVENUE	SHERIFF	revenue
IL090300ML	FEDERAL CORRECTIONAL INSTITUTE	FEDERAL CORRECTIONAL INSTITUTION IN BASTROP	REVENUE	SHERIFF	revenue

Last Updated 9-24-09 at 3:19pm

ATTACHMENT A

Contract #	Vendor	Description	Expenditures 10/1/08-7/31/09	Dept	Funding account
LA070306ML	LAKESIDE WATER CONTROL DISTRIC	OFFICE SPACE AT BLACKHAWK AMENITY CENTER		SHERIFF	137055616102
PS000331LB	A BETTER COURT REPORTING SERV	COURT REPORTING SVCS-CJC LITIGATION NTE $50,000	$1.00	SHERIFF	37055616102
PS040276ML	MACKAY, DANIEL MD	INMATE MEDICAL SERVICES	$7,600.00	SHERIFF	37495814015
PS060234ML	NAVICUS INC	GENERAL MEDICAL LAB SERVICES	$44,100.00	SHERIFF	37495816033
PS060246ML	PAUL, GREGORY M.D.	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS		SHERIFF	194865466315
PS070028JT	AUSTIN TRAVIS COUNTY SEXUAL AS	SEXUAL ASSAULT NURSE EXAMINER SERVICES	$1,000.00	SHERIFF	001-3725-563-6313
PS070029JT	DALE MUMMA, CAROLYN	SEXUAL ASSAULT NURSE EXAMINER SERVICES	$1,080.00	SHERIFF	001-3725-563-6313
PS070030JT	KREMER, CHRISTIE, RN, MSN	SEXUAL ASSAULT NURSE EXAMINER SERVICES	$0.00	SHERIFF	001-3725-563-6313
PS070031JT	GIBBS, JULIE, RN, SANE	SEXUAL ASSAULT NURSE EXAMINER SERVICES	$3,607.50	SHERIFF	001-3725-563-6313
PS070033JT	SIFUENTES, LINDA	SEXUAL ASSAULT NURSE EXAMINER SERVICES	$0.00	SHERIFF	001-3725-563-6313
PS070137ML	GOODWILL	VOCATIONAL TRAINING FOR INMATES	3587/mo	SHERIFF	inmate weldare
PS070176JT	MARTIN RN SANE, ANNE	SEXUAL ASSAULT NURSE EXAMINER SERVICES	$619.50	SHERIFF	001-3725-563-6313
PS080078ML	NUR MOHAMMED AHMAD	CHAPLAIN SERVICES NUR MOHAMMED AHMAD		SHERIFF	inmate welfare
PS080146ML	STRELNIEKS, ERIK MD	INMATE MEDICAL SERVICES	$10,800.00	SHERIFF	37495814015
PS080291ML	RAEMSCH, CONNIE P	RELIEF PHARMACIST SERVICES	$13,350.00	SHERIFF	37495814014
PS090047ML	MAXIM HEALTHCARE	TEMPORARY HEALTHCARE SERVICES	new contract	SHERIFF	37495816035
PS090048ML	SIMPKINS MD, ROBERT	INMATE MEDICAL SERVICES	$10,800.00	SHERIFF	37495816035
PS090069ML	MILLER, LISA	RELIEF PHARMACY SERVICES	$17,000.00	SHERIFF	37495816035
PS090173ML	HERRERA, ALVARO RENE	CHAPLAIN SERVICES ALVARO HERRERA		SHERIFF	inmate welfare
PS960146LB	MEDICAL STAFFING NETWORK INC	TEMP NURSING SERVICES (MEDICAL STAFFING)		SHERIFF	3749581404
PS960150KW	IVAN JAMESON	ASSISTANT CHAPLAIN SVCS-JAMESON-TCSO		SHERIFF	inmate welfare
PS960151KW	JASPER, WALTER R SR	ASSISTANT CHAPLAIN SVCS-JASPER-TCSO		SHERIFF	inmate welfare
PS960153KW	AUSTIN STRESS CLINIC	AUSTIN STRESS CLINIC-BATTERING INTER. COUNSLG-TCSO	$18,000.00	SHERIFF	37495814019
PS960156KW	SCHMIDT, JEROME R, PHD	INMATE PSYCHOLOGICAL SVCS-SCHMIDT-TCSO		SHERIFF	
PS990036KW	INTERIM HEALTH CARE	TEMP NURSING SVCS - INTERIM HEALTH CARE - TCSO		SHERIFF	37495814014
PS990064LB	EVINS PERSONNEL CONSULTANTS	TEMPORARY MEDICAL/NURSING SERVICES TCSO	$25,000.00	SHERIFF	37495814014
PS990213KW	SQUYRES, KATHY	ASSISTANT CHAPLAIN SVCS-KATHY SQUYRES-TCSO		SHERIFF	Inmate welfare
IL010007DR	AUSTIN INDEPENDENT SCHOOL DIST	CUSTODIAL SERVICES USED BY CES	$13,938.42	SHERIFF	017-4010-586-6099
PS000264KW	CONNECTIONS INDIVIDUAL AND FAM	RESIDENTIAL TREATMENT SVCS-COMAL CO (CONNECTIONS)	$0.00	SHERIFF	
PS070334VR	BLACK, JENNY	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	$4,786.00	SHERIFF	001-3725-563-6313
PS070335VR	GANN, KATHLEEN RN CEN SANE	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	$0.00	SHERIFF	001-3725-563-6313
PS090265VR	FOLEY, MOIRA	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	$0.00	SHERIFF	001-3725-563-6313
PS090271VR	KERN, VERONICA C.	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	$0.00	SHERIFF	001-3725-563-6313
PS990164KW	BRINSON, CYNTHIA MD	SPECIALIZED MEDICAL SVCS-DR. CYNTHIA BRINSON-TCSO	$0.00	SHERIFF	
PS980170JJ	CENTRAL TEXAS CLEAN AIR FORCE	COORDINATION OF REGIONAL EFFORTS - AIR QUALITY	$10,000.00	TNR	001-4908-628-6099

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

18

Approved by: Cyd V. Grimes 9/23/09

Voting Session: Tuesday, September 29, 2009

REQUESTED ACTION: APPROVE RENEWAL OF INTERLOCAL COOPERATION AGREEMENT NO. IL990109OJ, CITY OF AUSTIN/DOWNTOWN AUSTIN ALLIANCE, TO PROVIDE SERVICES AND IMPROVEMENTS FOR THE AUSTIN DOWNTOWN PUBLIC IMPROVEMENT DISTRICT. (COMM. GOMEZ)

Points of Contact:

Purchasing: Oralia Jones, 854-4204
Department: Edith Moreida, 854-9280, Precinct 4, Commissioner Gomez, 854-9444
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.

  Purchasing requests Commissioners Court approval of the Interlocal Cooperation Agreement containing a provision for automatic renewal of the agreement for the period of October 1, 2009 through September 30, 2010. Commissioner Gomez requested renewal of the agreement contingent upon funds availability.

  The Interlocal Cooperation Agreement allows the County to contribute a sum of money ($25,000.) to cooperate with municipal authorities in making necessary improvements and providing services to promote public health and provide for planning, construction, maintenance and operation of public recreations facilities. Both the City and the County have joined together to provide for services and improvements of downtown Austin, Texas.

- **Contract Expenditures:** Within the last 12 months $25,000.00 has been spent against this contract.

  ☐ Not applicable

- **Contract-Related Information:**

81

Award Amount: $25,000.00 Annually (Fixed Amount)
Last Updated 9-24-09 at 3:19pm
Contract Type: Interlocal
Contract Period: October 1, 2009 through September 30, 2010

- **Funding Information:**
  - ☐ Purchase Requisition in H.T.E.:
  - ☒ Funding Account: 001-1000-521-6099
  - ☒ Comments: Funds covering this requirement will be included in the FY '10 budget.

- **Statutory Verification of Funding:**
  - ☐ Contract Verification Form: Funds Verified ____ Not Verified ____ by Auditor.

APPROVED ( ) DISAPPROVED ( )

BY COMMISSIONERS COURT ON: _____
DATE

_____
COUNTY JUDGE

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

Last Updated 9-24-09 at 3:19pm

Lolly Jones - Fwd: Re: Interlocal Agreement #IL990109-OJ, Travis County and City of Austin/Downtown Austin

From: Edith Moreida
To: Lolly Jones
Date: 9/2/2009 2:20 PM
Subject: Fwd: Re: Interlocal Agreement #IL990109-OJ, Travis County and City of Austin/Downtown Austin

Lolly,

We can go ahead with DAA.

Edith

>>> Lolly Jones 8/27/2009 10:58 AM >>>
Thank you.

>>> Edith Moreida 8/27/2009 10:48 AM >>>
Lolly, She will be returning to the office within the hour. I will get you a definite answer, but I am pretty sure it's a go ahead.

>>> Lolly Jones 8/27/2009 10:47 AM >>>
Yes, this is for Downtown Alliance.

Edith, I will need Comm. Gomez' recommendation to renew this agreement. PBO has included the cost in their preliminary budget.

Thanks to all of you.

>>> William Derryberry 8/27/2009 10:09 AM >>>
Right, it is in General Administration of the FY 10 Preliminary Budget.

The line item is 001-1000-521.60-99.

>>> Katie Petersen 8/27/2009 9:19 AM >>>
GA I believe- the DA receives funds from Downtown Alliance- the GA budget gives funds (and it evens out- i don't know why we do this)

>>> William Derryberry 8/27/2009 9:18 AM >>>
Is this a revenue or expense? General Administration? or DA? Thanks, WD

>>> Katie Petersen 8/27/2009 9:16 AM >>>
I think this is for Downtown Alliance but not sure

>>> Lolly Jones 8/27/2009 9:15 AM >>>
Good morning, Edith,
The expiration date to this Interlocal Agreement is coming up next month (Sept. 30th). Please confirm with Comm. Gomez if this agreement will be extended for another year and if the funding will be available in FY '10 in the amount of $25,100. The funding will have to be verified by PBO so I have included them in this email.

Last Updated 9-24-09 at 3:19pm

If the agreement will continue through next year, I will proceed to place this item on the Court's agenda real soon. Thank you.

>>> Edith Moreida 6/24/2009 3:26 PM >>>
Lolly,

I am sure they will want to continue this interlocal. I will check with he Commissioner and let you know.

>>> Lolly Jones 6/24/2009 2:41 PM >>>
Hello,
The Interlocal Agreement shown above is scheduled to automatically renew on October 1, 2009, unless either party gives a written notice of its intent not to renew at least 30 days prior to the end of the interlocal agreement period.

Last year this notice was sent to Edith, but ended up with Peter. Peter advised me that Comm. Gomez and Comm. Eckhardt switch this appointment every other year. So, I did not know who to sent it directly to, so I've sent it to both of you.

Please advise if we want to continue this agreement. It automatically renews October 1st in the amount that the Commissioners Court budgets and approves, which has been $25,000 annually. If we do extend the agreement, please provide the 14 digit account number for which funds will be used to fund this service.

If you have any questions, please let me know. Thank you for your assistance in this matter.

Last Updated 9-24-09 at 3:19pm

From: William Derryberry
To: Katie Petersen
Date: 8/27/2009 10:09 AM
Subject: Fwd: Re: Interlocal Agreement #IL990109-OJ, Travis County and City of Austin/Downtown Austin

CC: Edith Moreida; Lolly Jones

Right, it is in General Administration of the FY 10 Preliminary Budget.

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If you have any questions, please let me know. Thank you for your assistance in this matter.

GM200113 **TRAVIS COUNTY** 9/16/09
Fiscal Year 2009 **Account Balance Inquiry** 15:38:46

Last Updated 9-24-09 at 3:19pm

```
  Account number . . . . . :  1-1000-521.60-99
  Fund . . . . . :  001  GENERAL FUND
  Department . . . . . :  10  GENERAL ADMINISTRATION
  Division . . . . . :  00  NON DIVISIONAL
  Activity basic . . . :  52  GENERAL GOVERNMENT
  Sub activity . . . . :   1  COMMISSIONR'S CT GEN ADMN
  Element  . . . . . :  60  OTHER PURCHASED SERVICES
  Object . . . . . :  99  OTHER PURCHASED SERVICES

  Original budget  . . . . . :          25,100
  Revised budget . . . . . :          33,500   10/01/2008
  Actual expenditures - current  . :          .00
  Actual expenditures - ytd  . . . :       25,000.00
  Unposted expenditures  . . . . . :          .00
  Encumbered amount  . . . . . :        8,400.00
  Unposted encumbrances  . . . . . :          .00
  Pre-encumbrance amount . . . . . :          .00
  Total expenditures & encumbrances:       33,400.00     99.7%
  Unencumbered balance . . . . . :          100.00      0.3
```

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

Last Updated: 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

19

Approved by: Cyd V. Grimes

Voting Session: Tuesday, September 29, 2009

REQUESTED ACTION: APPROVE CONTRACT AWARD FOR IFB B100001-DR, RESIDENTIAL ROOF REPAIR/REPLACEMENT SERVICES, TO THE LOW BIDDER, VALDEZ REMODELING AND WEATHERIZATION INC. (HHSD&VS)

Points of Contact:

Purchasing: Donald Rollack, 854-9700
Department: Roberto Ortiz, 854-7256, HHSD&VS; Sherri Fleming, Executive Manager, 854-4100, HHSD&VS
County Attorney (when applicable): John Hille
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other:

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

  The contract award will provide roof maintenance for approved Travis County residents.

  IFB B100001-DR was issued August 11, 2009 on Bidsync. The Purchasing Office received three (3) bids.

  The department recommends award to the low bidder, Valdez Remodeling and Weatherization Inc., an approved HUB vendor.

- **Contract Expenditures:** Within the last 12 months $16,145.88 has been spent against this requirement.

  ☐ Not applicable

- **Contract-Related Information:**

  Award Amount: As needed requirements
  Contract Type: Annual
  Contract Period: October 8, 2009 through October 7, 2010.

➢ **Contract Modification Information:**

Modification Amount:

Modification Type:

Modification Period:

➢ **Solicitation-Related Information:**

Solicitations Sent: 26 Responses Received: 3

HUB Information: N/A % HUB Subcontractor: N/A

➢ **Special Contract Considerations:**

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

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

☐ Comments:

➢ **Statutory Verification of Funding:**

* ☐ Purchase Requisition in THE

* ☐ Contract Verification Form signed by Auditor and/or P.B.O.

☒ Funding Account(s) 001-5857-611-6277; 001-5857-611-6278; 131-5857-611-6277; 131-5857-611-6278; 149-5857-611-6277 AND 149-5857-611-6278

☐ Comments:

* At least one of these must be included

APPROVED ( ) DISAPPROVED ( )

BY COMMISSIONERS COURT ON:

_____

DATE

_____

COUNTY JUDGE

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

CVG:DR:dr

Last Updated 9-24-09 at 3:19pm

RECEIVED
TRAVIS COUNTY
SEP 21 AM 9:13
PURCHASING
OFFICE

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

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

MEMORANDUM

Date: September 14, 2009

To: Cyd V. Grimes, C.P.M.
Travis County Purchasing Agent

FROM: Sherri E. Fleming
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veteran Services

Subject: B100001DR- Residential Roof Replacement Services

Housing Services has reviewed the bid cited above and requests that contract be awarded to the low, best bidder, Valdez Remodeling and Weatherization Inc., as supported by bid tabulations.

Here is the requested Account information:

Account Numbers: **001- 5857- 611- 6277/ 6278 - General Fund**
131- 5857- 611- 6277/ 6278 - DOE
149- 5857- 611- 6277/ 6278 - LIHEAP

Commodity Code: - 952
Sub Commodity Code: - 051

The employees who will be involved with this contract are Roberto Ortiz, Interium Housing Manager, Raymond Martinez, Purchasing Assistant, and David Notario, Supervisor.

XC: Donald Rollack, Purchaser, Travis County Purchasing Office
Deborah Britton, Community Service Division Director
Michelle Small, Housing Services

Bid #B100001-DR - RESIDENTIAL ROOF REPAIR/REPLACEMENT SERVICES

Creation Date **Aug 4, 2009** End Date **Aug 31, 2009 10:00:00 AM CDT**
Start Date **Aug 11, 2009 10:03:51 AM CDT** Awarded Date **Not Yet Awarded**

B100001-DR-1-01 CATEGORY A-COMPOSITION ROOFS: A1. Charge per square for Tear-off or Removal of Composition Roof

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Beldon Roofing Company	First Offer - $17.00	200 / square	$3,400.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
valdez remodeling weatherization inc	First Offer - $39.00	200 / square	$7,800.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Southwest Key Maintenance LLC	First Offer - $50.00	200 / square	$10,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-1-02 CATEGORY A-COMPOSITION ROOFS: A1A. Cost for Additional Layer

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Beldon Roofing Company	First Offer - $17.00	50 / square	$850.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
valdez remodeling weatherization inc	First Offer - $20.00	50 / square	$1,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Southwest Key Maintenance LLC	First Offer - $100.00	50 / square	$5,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-1-03 CATEGORY A-COMPOSITION ROOFS: A2. Charge per square for Replacement

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Southwest Key Maintenance LLC	First Offer - $100.00	200 / square	$20,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
valdez remodeling weatherization inc	First Offer - $152.00	200 / square	$30,400.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Beldon Roofing Company	First Offer - $247.00	200 / square	$49,400.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-1-04 CATEGORY A-COMPOSITION ROOFS: A3. Labor rate per hour to repair roof structure

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Southwest Key Maintenance LLC	First Offer - $15.00	100 / hour	$1,500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

valdez remodeling weatherization inc	First Offer - $60.00	100 / hour	$6,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Beldon Roofing Company	First Offer - $65.00	100 / hour	$6,500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-2-01 CATEGORY B – METAL ROOFS: B1. Charge per square for Tear- off or Removal of Metal Roof

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Beldon Roofing Company	First Offer - $20.00	100 / square	$2,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
valdez remodeling weatherization inc	First Offer - $39.00	100 / square	$3,900.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Southwest Key Maintenance LLC	First Offer - $125.00	100 / square	$12,500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-2-02 CATEGORY B – METAL ROOFS: B1A. Cost for each additional layer

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Beldon Roofing Company	First Offer - $15.00	50 / square	$750.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
valdez remodeling weatherization inc	First Offer - $20.00	50 / square	$1,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Southwest Key Maintenance LLC	First Offer - $425.00	50 / square	$21,250.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-2-03 CATEGORY B – METAL ROOFS: B2. Charge per square for Replacement or New Installment of Metal Roof

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
valdez remodeling weatherization inc	First Offer - $310.00	100 / square	$31,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Southwest Key Maintenance LLC	First Offer - $425.00	100 / square	$42,500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Beldon Roofing Company	First Offer - $426.00	100 / square	$42,600.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-2-04 CATEGORY B – METAL ROOFS: B3. Labor rate per hour to repair roof structure

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs

Southwest Key Maintenance LLC	First Offer - $20.00	100 / hour	$2,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
valdez remodeling weatherization inc	First Offer - $60.00	100 / hour	$6,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Beldon Roofing Company	First Offer - $65.00	100 / hour	$6,500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-3-01 CATEGORY C – FLAT OR MODIFIED ROLLED ROOFS: C1. Charge per square for Tear-off or Removal of Flat or Modified Roof

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Southwest Key Maintenance LLC	First Offer - $35.00	50 / square	$1,750.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
valdez remodeling weatherization inc	First Offer - $39.00	50 / square	$1,950.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Beldon Roofing Company	First Offer - $81.00	50 / square	$4,050.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-3-02 CATEGORY C – FLAT OR MODIFIED ROLLED ROOFS: C1A. Cost for each additional layer

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
valdez remodeling weatherization inc	First Offer - $20.00	25 / square	$500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Beldon Roofing Company	First Offer - $51.00	25 / square	$1,275.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Southwest Key Maintenance LLC	First Offer - $215.00	25 / square	$5,375.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-3-03 CATEGORY C – FLAT OR MODIFIED ROLLED ROOFS: C2. Charge per square for Replacement or Installment of Flat or Modified Roof

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
valdez remodeling weatherization inc	First Offer - $160.30	50 / square	$8,015.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Southwest Key Maintenance LLC	First Offer - $215.00	50 / square	$10,750.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Beldon Roofing Company	First Offer - $689.00	50 / square	$34,450.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-3-04 CATEGORY C – FLAT OR MODIFIED ROLLED ROOFS: C3. Labor rate per hour to repair roof structure

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Southwest Key Maintenance LLC	First Offer - $15.00	100 / hour	$1,500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
valdez remodeling weatherization inc	First Offer - $60.00	100 / hour	$6,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Beldon Roofing Company	First Offer - $65.00	100 / hour	$6,500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-4-01 CATEGORY D – MOBILE HOME ROOFS (DOMESTIC MATERIALS ONLY): D1. Charge per square for Tear- off or Removal of Mobile Home Roof

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
valdez remodeling weatherization inc	First Offer - $39.00	50 / square	$1,950.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Southwest Key Maintenance LLC	First Offer - $50.00	50 / square	$2,500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Beldon Roofing Company	First Offer - $81.00	50 / square	$4,050.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-4-02 CATEGORY D – MOBILE HOME ROOFS (DOMESTIC MATERIALS ONLY): D1A. Cost for each additional layer

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
valdez remodeling weatherization inc	First Offer - $20.00	25 / square	$500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Beldon Roofing Company	First Offer - $51.00	25 / square	$1,275.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Southwest Key Maintenance LLC	First Offer - $100.00	25 / square	$2,500.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B100001-DR-4-03 CATEGORY D – MOBILE HOME ROOFS (DOMESTIC MATERIALS ONLY): D2. Charge per square for Replacement or New Installment of Mobile Home Roof

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Southwest Key Maintenance LLC	First Offer - $100.00	50 / square	$5,000.00		Y
Agency Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
valdez remodeling weatherization inc	First Offer - $140.00	50 / square	$7,000.00		Y
Agency Product Code:		**Supplier Product Code:**			

Agency Notes:		Supplier Notes:			
Beldon Roofing Company	First Offer - $525.00	50 / square	$26,250.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

B100001-DR-4-04 CATEGORY D – MOBILE HOME ROOFS (DOMESTIC MATERIALS ONLY): D3. Labor rate per hour to repair roof structure

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Southwest Key Maintenance LLC	First Offer - $15.00	50 / hour	$750.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
valdez remodeling weatherization inc	First Offer - $60.00	50 / hour	$3,000.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			
Beldon Roofing Company	First Offer - $65.00	50 / hour	$3,250.00		Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:			

Supplier Totals

valdez remodeling weatherization inc **$116,015.00 (16/16 items)**

Bid Contact **josie valdez**
jvaldez18@austin.rr.com
Ph 512-926-5700
Fax 512-929-7807

Address **3700 B munson st**
austin, TX 78721

Agency Notes:

Supplier Notes:

Southwest Key Maintenance LLC **$144,875.00 (16/16 items)**

Bid Contact **David Maldonado**
dmaldonado@swkey.org
Ph 512-462-2181
Fax 512-462-2028

Address **6002 Jain Lane**
Ausitn, TX 78721

Agency Notes:

Supplier Notes:

Beldon Roofing Company **$193,100.00 (16/16 items)**

Bid Contact **James Goodwin**
james.goodwin@beldon.com
Ph 210-366-6913
Fax 210-341-2959

Address **P.O. Box 13380**
San Antonio, TX 78213

Agency Notes:

Supplier Notes:

**

GM200113 **TRAVIS COUNTY** 9/15/09
Fiscal Year 2009 **Account Balance Inquiry** 09:36:20

Last Updated 9-24-09 at 3:19pm

Account number . . . . . : 1-5857-611.62-77
Fund . . . . . : 001 GENERAL FUND
Department . . . . . : 58 HEALTH & HUMAN SERVICES
Division . . . . . : 57 HOUSING SERVICES
Activity basic . . . . : 61 HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . . : 1 HUMAN SERVICES
Element . . . . . : 62 HUMAN SERVICES
Object . . . . . : 77 CONTRACTED SERVCS-HOUSING

Original budget . . . . . :	142,664	
Revised budget . . . . . :	144,873	09/10/2009
Actual expenditures - current . :	9,939.03	
Actual expenditures - ytd . . . :	65,848.35	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	51,033.85	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	126,821.23	87.5%
Unencumbered balance . . . . . :	18,051.77	12.5

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

GM200113 **TRAVIS COUNTY** 9/24/09
Fiscal Year 2009 **Account Balance Inquiry** 09:50:50

Last Updated 9-24-09 at 3:19pm

Account number	:	1-5857-611.62-78
Fund	: 001	GENERAL FUND
Department	: 58	HEALTH & HUMAN SERVICES
Division	: 57	HOUSING SERVICES
Activity basic	: 61	HEALTH-HUM SVCS (HUM SVC)
Sub activity	: 1	HUMAN SERVICES
Element	: 62	HUMAN SERVICES
Object	: 78	SUPPLIES - HOUSING GRANT

Original budget	85,268	
Revised budget	98,113	09/23/2009
Actual expenditures - current	12,220.36	
Actual expenditures - ytd	55,506.30	
Unposted expenditures	.00	
Encumbered amount	29,050.50	
Unposted encumbrances	.00	
Pre-encumbrance amount	1,349.28	
Total expenditures & encumbrances:	98,126.44	100.0%
Unencumbered balance	13.44-	0.0

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

GM200I13 **TRAVIS COUNTY** 9/24/09
Fiscal Year 2009 **Account Balance Inquiry** 09:51:09
Last Updated 9-24-09 at 3:19pm

Account number . . . . . : 131-5857-611.62-77
Fund . . . . . : 131 HOUSING
Department . . . . . : 58 HEALTH & HUMAN SERVICES
Division . . . . . : 57 HOUSING SERVICES
Activity basic . . . . : 61 HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . . : 1 HUMAN SERVICES
Element . . . . . : 62 HUMAN SERVICES
Object . . . . . : 77 CONTRACTED SERVCS-HOUSING

Original budget . . . . . :	0	
Revised budget . . . . . :	84,737	08/14/2009
Actual expenditures - current . :	.00	
Actual expenditures - ytd . . . :	21,074.59	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	18,654.79	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	39,729.38	46.9%
Unencumbered balance . . . . . :	45,007.62	53.1

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

GM200113 TRAVIS COUNTY 9/24/09
Fiscal Year 2009 Account Balance Inquiry 09:51:27

Last Updated 9-24-09 at 3:19pm

Account number . . . . :	131-5857-611.62-78	
Fund . . . . . :	131	HOUSING
Department . . . . . :	58	HEALTH & HUMAN SERVICES
Division . . . . . :	57	HOUSING SERVICES
Activity basic . . . :	61	HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . :	1	HUMAN SERVICES
Element . . . . . :	62	HUMAN SERVICES
Object . . . . . :	78	SUPPLIES - HOUSING GRANT

Original budget . . . . . :	0	
Revised budget . . . . . :	57,582	08/14/2009
Actual expenditures - current . :	656.70	
Actual expenditures - ytd . . . :	29,478.72	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	109.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	30,244.42	52.5%
Unencumbered balance . . . . . :	27,337.58	47.5

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

GM200113 **TRAVIS COUNTY** 9/24/09
Fiscal Year 2009 **Account Balance Inquiry** 09:51:49

Last Updated 9-24-09 at 3:19pm

Account number	:	149-5857-611.62-77
Fund	: 149	HOUSING
Department	: 58	HEALTH & HUMAN SERVICES
Division	: 57	HOUSING SERVICES
Activity basic	: 61	HEALTH-HUM SVCS (HUM SVC)
Sub activity	: 1	HUMAN SERVICES
Element	: 62	HUMAN SERVICES
Object	: 77	CONTRACTED SERVCS-HOUSING

Original budget	0	
Revised budget	310,799	08/14/2009
Actual expenditures - current	474.88	
Actual expenditures - ytd	45,749.70	
Unposted expenditures	.00	
Encumbered amount	34,326.85	
Unposted encumbrances	.00	
Pre-encumbrance amount	.00	
Total expenditures & encumbrances	80,551.43	25.9%
Unencumbered balance	230,247.57	74.1

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

GM200113 **TRAVIS COUNTY** 9/24/09
Fiscal Year 2009 **Account Balance Inquiry** 09:52:09

Last Updated 9-24-09 at 3:19pm

Account number . . . . . : 149-5857-611.62-78
Fund . . . . . : 149 HOUSING
Department . . . . . : 58 HEALTH & HUMAN SERVICES
Division . . . . . : 57 HOUSING SERVICES
Activity basic . . . . : 61 HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . . : 1 HUMAN SERVICES
Element . . . . . : 62 HUMAN SERVICES
Object . . . . . : 78 SUPPLIES - HOUSING GRANT

Original budget . . . . . :	0	
Revised budget . . . . . :	151,968	08/14/2009
Actual expenditures - current . :	831.36	
Actual expenditures - ytd . . . :	19,910.05	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	6,703.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	.00	
Total expenditures & encumbrances:	27,444.41	18.1%
Unencumbered balance . . . . . :	124,523.59	81.9

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

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

20

Approved by: Cyd V. Grimes 9/23/09

Voting Session: Tuesday, September 29, 2009

REQUESTED ACTION:

A. APPROVE TWELVE (12) MONTH EXTENSION (MODIFICATION NO. 2) TO CONTRACT NO. 07T00006OJ, ARTHUR J. GALLAHER, FOR AVIATION INSURANCE COVERAGE.

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

Points of Contact:

Purchasing: Oralia Jones, 854-4204
Department: HRMD, Bill Paterson, 854-9650, Dan Mansour, 854-9499
County Attorney (when applicable): Barbara Wilson, 854-9567
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other: Danny Hobby, EMS Exec. Manager, 854-9367

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

  The modification will extend the Aviation Insurance Coverage for the two (2) StarFlight Eurocopter EC145 helicopters with Arthur J. Gallagher, for an additional twelve (12) months, through September 30, 2010.

  Modification No. 1 was previously issued to exercise the first option period to extend the contract for twelve months, through September 30, 2009. It was approved by the Commissioners Court on September 2, 2008.

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

  The rate was offered by Federal Insurance Company underwriters, who offered an annual contract premium of $219,662.00. HRMD has funded Requisition No. 480109, which has

Last Updated 9-24-09 at 3:19pm

been entered in HTE. HRMD Risk Management does not recommend purchasing the TRIA coverage (Terrorism Coverage).

- **Contract Expenditures:** Within the last 12 months $206,548.00 has been spent against this contract.

  ☐ Not applicable

- **Contract-Related Information:**

  Award Amount: $219,662.00 (Fixed Amount)
  Contract Type: Annual Contract
  Contract Period: October 1, 2009 through September 30, 2010

- **Funding Information:**

  ☒ Purchase Requisition in H.T.E.: 480109
  ☒ Funding Account(s): 525-1140-522-4408
  ☐ Comments:

- **Statutory Verification of Funding:**

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

Last Updated 9-24-09 at 3:19pm

Human Resources Management Department

1010 Lavaca St. 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

Memorandum

RECEIVED
TRAVIS COUNTY
2009 SEP -1 PM 3:36
PURCHASING
OFFICE

September 1, 2009

To: Lolly Jones

From: Bill Paterson
Via; Dan Mansour Risk Manager

Re: Aviation Insurance RFP.

Dear Ms. Jones,

The Aviation Insurance renewal quote received with a premium of $219,662.00 for Liability limits of $25,000,000 is acceptable. Risk Management recommends we exercise the renewal option as provided for in the contract. Risk Management does not recommend the purchasing of the Terrorism coverage

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

Sincerely;

William F Paterson ARM
Risk Specialist

Last Updated 9-24-09 at 3:19pm

PURCHASE REQUISITION NBR: 0000480109

STATUS: AUDITOR APPROVAL
REQUISITION BY: MARGIE SOLANO 854-9239 REASON: CONTRACT RENEWAL - 07T000060J DATE: 9/01/09

SHIP TO LOCATION: HUMAN RESOURCES MGT. SUGGESTED VENDOR: 70141 ARTHUR J GALLAGHER RISK MANAGE DELIVER BY DATE: 9/01/09

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	AVIATION INSURANCE PREM. EFFECTIVE 10/1/2009 COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: AVIATION INSURANCE PREM.	219662.00	EA	1.0000	219662.00	

REQUISITION TOTAL: 219662.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	52511405224408	INSURANCE PREMIUMS Property		100.00	219662.00
					219662.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

9/4/9 CONTRACT MOD FOR THIS?EMD MS.GMC
THIS IS RENEWAL... LOLLY IS WORKING ON THIS.
THANK YOU

AIRCRAFT HULL & LIABILITY PROPOSAL OF INSURANCE FOR:

Travis County
314 West 11th Street, Suite 400
Austin, TX 78701

Dates
10/1/2009 to 10/1/2010

Presented: August 27th, 2009

JAMES HUNTER, AREA SR. VICE PRESIDENT
MARIA PATTON, ACCOUNT MANAGER
PUBLIC ENTITY & SCHOLASTIC DIVISION
ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.
14241 DALLAS PARKWAY, SUITE 300
DALLAS, TX 75254
972-991-3700

CLAYTON HILL, VP AVIATION
DOUG MEYER, ACCOUNT EXECUTIVE
STEVE HOSTETLER, ACCOUNT MANAGER
GALLAGHER AVIATION
6399 S. FIDDLERS GREEN CIRCLE, SUITE 200
GREENWOOD VILLAGE, CO 80111

www.ajg.com

Arthur J. Gallagher Risk Management Services, Inc.

IMPORTANT: The proposal is an outline of the coverages by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

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Executive Summary

This has been a transitional year for the Dallas Office of Arthur J. Gallagher Risk Management Services, Inc. Mr. Gerald Michalak, who had provided insurance and risk management service for Travis County for a number of years, passed away in February, after a lengthy illness.

Although it will be difficult to replace the knowledge and experience Mr. Michalak provided to Travis County over the years, we have assembled a highly talented and seasoned team to continue providing Travis County the depth of service and knowledge you deserve.

Your Gallagher Team would be honored to continue as Travis Counties Public Entity Aviation Insurance broker. We have been proud to provide aviation service on behalf of Travis County since 2007 and are pleased to offer the following renewal proposal for the October 1, 2009/2010 term.

The following renewal proposal is a joint effort of Gallagher's Texas Public Entity team and our Aviation specialists located in Denver, Colorado. As you review our renewal proposal, you will note that we have strengthened our service team. Specifically, we have:

1. Reassigned James (Jim) Hunter, Area Sr. Vice President to lead the Public Entity and Scholastic Group located in Dallas. Jim had previously worked with public entities as an independent risk management consultant and broker before moving to head up marketing and risk management for the Dallas Commercial Division.
2. Assigned Cheryl Kelley, Area Vice President to back up Jim in the event when he should be unavailable. Cheryl worked in public entity and higher education in previous years with Gallagher
3. Maintained Maria Patton, Account Manager as the primary contact for overseeing servicing of Travis County for routine insurance matters and back up to Cheryl and Jim.
4. Added Lindsay Russell, Assistant Account Manager to assist Maria in the day to day process of binders, endorsements, invoices and certificates of insurance
5. Committed Clay Hill, Vice President Gallagher's Aviation Practice, to function as Travis County's aviation resource
6. Committed Doug Meyer, Account Executive of Gallagher's Aviation Division to act as direct/indirect aviation specialist for Travis County on day to day aviation issues.

Gallagher's approach to providing brokerage and risk management service remains unique. We seek to reduce your total cost of risk, not just your insurance premiums. We focus on protecting institutional assets, reducing risk financing costs (both insurance premiums and retained losses) and providing you with timely, relevant information to respond to Travis County's diverse needs.

There is no gatekeeper in Gallagher's service team. Our team of specialists can all be accessed directly by you to help make life easier and more efficient. The overall service team includes:

- Your Account Administration Team responsible for structuring creative, comprehensive risk financing solutions that protect the assets of the County while affording you the opportunity to minimize financing costs. The principal contact for Travis County will be Jim Hunter.
- A Claims and Loss Control Team focused on pre and post-loss risk management activities designed to reduce retained losses.
- The Aviation Team led by two seasoned professionals who will work with you to find solutions to Travis County's evolving aviation challenges.
- Industry Experts specializing in areas such as Public Entity Property and Casualty Management Liability, Financial Risk, , Marine, International, Construction, Building Appraisals, Crisis Management, and Cyber who will work with you and the Account Administration team to address these unique risks.

Travis County's risk management goals are Gallagher's goals. We share in the desire to minimize Travis County's total cost of risk and assist in making Travis County's risk management program among the best in higher education.

Mission Statement

ARTHUR J. GALLAGHER

OUR MISSION

We are an insurance brokerage, consulting & risk management services company committed to being the best at reducing the cost of risk and protecting the financial integrity of our clients.

OUR VISION

To be recognized and respected . . .

***B**y our clients as unparalleled customer service professionals providing responsive and innovative solutions that address their needs.*

***B**y our markets as tenacious competitors providing opportunities for growth and operating with the highest degree of integrity and ethical character*

***B**y our employees as "a winning team" providing a fair, challenging and friendly environment that rewards performance, encourages creativity and supports personal development.*

***B**y our community as an organization promoting both individual and collective involvement that "makes a difference".*

Public Entity Client Service Team

Main Phone Number: (972) 991-3700
Office Hours: M-F 8:30 a.m. to 4:30 p.m.

14241 Dallas Parkway, Suite 300
Dallas, Texas 75254

A service team approach will be implemented for Travis County to provide a senior level availability for all of your services and risk management needs as well as daily services requirements.

Robert Compton
Area President

Responsibilities:
- Branch Operations
- Sales Management

Telephone # 972-663-6137
bobby_compton@ajg.

Jim Hunter
Area Sr. Vice President/ Producer

Responsibilities:
- Primary Broker and Team Leader, Coordinator
- Responsible for client service and retention
- Responsible for adherence to Game Plan

Telephone #972-663-6128
jim_hunter@ajg.com

Cheryl Kelley
Account Executive/ Marketing

Responsibilities:
- Backup for Jim
- Oversee service of account
- Client contact for technical insurance matters

Telephone #972-663-6130
cheryl_kelley@ajg.com

Maria Patton
Account Manager

Responsibilities:
- Proposal development
- Marketing of account
- Daily servicing of account
- Client contact for technical questions and daily activities

Telephone #972-663-6160
maria_patton@ajg.com

Lindsay Russell
Assistant Account Manager

Responsibilities:
- Backup to Maria Patton
- Contact for routine service matters such as certificates and billing
- Process change requests

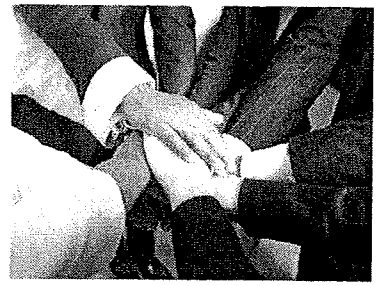
Telephone # 972-663-6171
lindsay_russell@ajg.com

Rose Kuba
Claims Manager

Responsibilities:
- Claims Administration
- Licensed Adjuster
- Professional Standards Manager

Telephone #972-663-6180
rose_kuba@ajg.com

Client Aviation Service Team



Main Phone Number: (800) 333-3231

6399 South Fiddlers Green Circle, Suite 200
Greenwood Village, Co 80111

A service team approach will be implemented for Travis County to provide a senior level availability for all of your services and risk management needs as well as daily services requirements.

Clay Hill
Vice-President-Aviation

- Developing and leading Marketing Activities
- Client contact for technical insurance matters including coverage, claims and contract review.

Telephone #303-889-2526
clayton_hill@ajg.com

Doug Meyer
Account Executive

- Developing and leading Marketing Activities
- Client contact for technical insurance matters including coverage, claims and contract review.

Telephone #303-889-2592
doug_meyer@ajg.com

Steve Hostetler
Account Manager

- Client contact for technical insurance matters including coverage, claims and contract review.

Telephone #303-889-2598
steven_hostetler@ajg.com

Premium Finance Options

Payment Plan Schedule:
- None

Outside Financing Quote:
- Available Upon Request

Notes:
- Premiums for the policies are due and payable as billed, in full or as insurance company installments. Premiums may be financed, subject to acceptance by an approved finance company. Note: Following acceptance, completion (and signature) of a premium finance agreement with the specified down payment is required.

Claims Reporting Instructions

Line of Coverage	Carrier	Policy #	Address	When to Re
Aircraft	Federal Insurance Company	9957-0451-03	**	asap

**Report to:
Arthur J Gallagher Risk Management Services, Inc.
6399 South Fiddlers Green Circle, Suite, 200
Greenwood Village, CO 800111

Main Claims Email: AJGDenverClaims@ajg.com
Contact: Doug Meyer
Phone: 303.889.2592
Fax: 303.773.9776

Major Changes to Expiring Program

Coverage: None
Aircraft

Named Insured

Travis County

Additional Insured

Seton Risk Management
1601 Rio Grande #452
Austin, TX 78701

College Station Medical Center
PO Box 10000
College Station, TX 77842

Central Texas Medical Center
1301 Wonderworld Dr.
San Marcos, TX 78666

Cedar Park Health System, LP
dba Cedar Park Regional Medical Center
1401 Medical Parkway
Cedar Park, TX 78613

City of Austin
PO 1088
Austin, TX 78767

General Conference Corporation of Seventh-Day Adventists and the General Conference of Seventh-Day Adventists, its affiliates and subsidiaries
Central Texas Medical Center
1301 Wonder World Dr.
San Marcos, TX 78666

Scott & White Memorial Hospital
2401 S. 31st Street
temple, TX 76508

St David's Hospital
919 E 32nd Street
Austin, TX 78705

St. Joseph Regional Health Center
2801 Franciscan Dr.
Bryan, TX 78702

NOTE: *Any entity not named in this proposal, may not be an insured entity. This may include partnerships and joint ventures.*

Aircraft Coverage

#1) LIABILITY FOR SCHEDULED AIRCRAFT *(INCLUDES WAR RISKS ENDORSEMENT SUBJECT TO AN ANNUAL AGGREGATE OF $10,000,000)* **DEFENSE COSTS ARE IN ADDITION TO THE EACH OCCURRENCE LIMIT**	$ 10,000,000	Each Occurrence
#2) LIABILITY FOR THE USE OF NON-OWNED AIRCRAFT	$ 10,000,000	Each Occurrence Liability for use of a non-owned fixed or rotor wing aircraft (used for, by or on behalf of the Named Insured) not exceeding thirty (30) total seats, including crew. Reporting grace period: 30 consecutive days
#3) LIABILITY FOR PROPERTY DAMAGE TO NON-OWNED AIRCRAFT AND TEMPORARY SUBSTITUTE AIRCRAFT	$ 10,000,000	Each Occurrence Limit is part of and not in addition to the non-owned liability limit
#4) LIABILITY FOR CHARTER REFERRAL	$ Included	In Each Occurrence Limit
#5) PASSENGER VOLUNTARY SETTLEMENT	$ 500,000 $ 5,000,000	Each Person Including Crew Total Combined
#6) LIABILITY FOR PROPERTY DAMAGE TO HANGARS AND THEIR CONTENTS	$ 10,000,000	Each Occurrence
#7) LIABILITY FOR FIRE DAMAGE TO REAL PROPERTY	$ 1,000,000	Each Occurrence
#8) LIABILITY FOR CARGO	$ 1,000,000	Each Occurrence
#9) LIABILITY UNDER CONTRACTUAL AGREEMENTS	$ Included	Refer to policy for terms conditions and limitations
#10) LIABILITY FOR PERSONAL INJURY AND ADVERTISING INJURY	$ 10,000,000	Each Offense and Aggregate
#11) LIABILITY FOR ALCOHOL BEVERAGE SERVICE	$ Included	Each Occurrence
#12) LIABILITY FOR INCIDENTAL MEDICAL MALPRACTICE	$ Included	Each Occurrence
#13) LIABILITY FOR THE USE OF AVIATION PREMISES	$ Included	Each Occurrence

Aircraft Coverage

#14) Liability for Operation of Mobile Equipment	$	Included	Each Occurrence
#15) Liability for Operation of an Auto while on Airport Premises	$	Included	Each Occurrence
#16) Liability for Sale of Aircraft and Aircraft Products and Services	$	Included	Each Occurrence
#17) Liability for Hangarkeeper Operations	$ $	25,000,000 25,000,000	Each Aircraft Each Occurrence
#18) Liability for Garagekeepers	$ $	50,000 100,000	Any One Auto Any One Loss
	$	1,500	Deductible – Each Auto
#19) Physical Damage Coverage for Scheduled Aircraft	See Aircraft Schedule		
#20) Physical Damage Coverage for Spare Engines and Spare Parts Including Transit	$	1,000,000	Each Occurrence
#21) Automatic Insurance for Increased Value of Scheduled Aircraft or Spare Parts	$ $	25,000,000 2,000,000	Any One Aircraft without prior approval Spares without prior approval
#22) Physical Damage Coverage for Mechanics Tools	$ $ $	5,000 25,000 250	Each Employee Each Occurrence Deductible Each Employee/Each Occurrence
#23) Temporary Replacement Parts Rental Expense	$	250,000	Each Loss Maximum Coverage Period: 60 Days
#24) Replacement Aircraft Rental Expense	$	500,000	Each Loss Maximum Coverage Period: 60 Days
#25) Search and Rescue Expenses	$	1,000,000	Each Loss

Aircraft Coverage

#26) Runway Foaming and Crash Control Expenses	$	1,000,000	Each Loss
#27) Trip Interruption Expenses	$	15,000	Each Passenger/Each Loss
#28) Automatic Insurance for Newly Acquired Aircraft	$	25,000,000	Maximum Physical Damage any one aircraft without prior approval
#29) Lay-Up Credit for Scheduled Aircraft	Pro-rated return of 60% of the applicable premium at expiration if the scheduled aircraft is laid up for 30 or more consecutive days.		
#30) Personal Effects and Baggage Expense	$	15,000	Each Passenger
#31) Medical Payments for Scheduled Aircraft and Non-Owned Aircraft	$	25,000	Each Crew Member and Non-Crew Member
#32) Premises Medical Payments	$	25,000	Each Person
	$	250,000	Each Occurrence

Terms & Conditions

AIRCRAFT POLICY PROVISION (LIMITATIONS & CONDITIONS)

☐ Approved Uses:	All uses in connection with the operations of the Named Insured.
☐ Approved Pilots:	Any person approved by the Named Insured
☐ Approved Territory:	Worldwide
☐ Unearned Premium Insurance:	Included
☐ Limits:	The most the policy will pay in any one occurrence is the liability limit chosen. Defense costs are included in addition to the limit of liability.
☐ Hull Profit Commission on Renewal	Subject to this policy being renewed by us, we will return an amount equal to 15% of the amount by which 70% of the paid hull premium exceeds total of all paid and outstanding claims.
☐ Notice of Cancellation:	Ninety (90) days, except in the event of non-payment of premium, ten (10) days notice shall apply. A 7 day notice of cancellation will apply to the war endorsement.

SIGNIFICANT EXCLUSIONS

- ☐ Diminution of Value
- ☐ TRIA – Terrorism Risk Insurance Act & Extensions
- ☐ Pilots. If the Aircraft is being flown by a pilot who is not qualified under the endorsements of the policy.
- ☐ Use. If the Aircraft is used for purposes not specified in the policy declarations or endorsements
- ☐ Medical Services
- ☐ Employment Practices Liability
- ☐ Seaplanes/Amphibians
- ☐ If the Aircraft is used for some Unlawful Purpose
- ☐ *Please refer to the actual policy for coverage, conditions, provisions, exclusions and limitations.*

Aircraft Schedule

AIRCRAFT	N NUMBER	TOTAL SEATS INCLUDING CREW	INSURED VALUE
2005 American Eurocopter EC-145	N373TC	1+6	$7,300,000
2005 American Eurocopter EC-145	N378TC	1+6	$7,300,000

Hull value increased from $6,600,000 $7,300,000

Premium Schedule

COVERAGE	CURRENT 2008-2009	RENEWAL AT EXPIRING RATES (1)	PROPOSED 2009-2010
N373TC - $10M Liability	$3,975	$3,975	3,975
N373TC – War Liability Endorsement	$398	$398	$199
N373TC - $7,300,000 Hull	$97,259	$107,574	$103,149
N373TC – War Hull Endorsement	$1,642	$1,642	$1,642
N378TC - $10M Liability	$3,975	$3,975	$3,975
N378TC – War Liability Endorsement	$398	$398	$199
N378TC - $7,300,000 Hull	$97,259	$107,574	$103,149
N378TC – War Hull Endorsement	$1,642	$1,642	$1,642
TOTALS	**$206,548**	**$227,178**	**$217,930**

(1) ***Premiums calculated based on expiring rates at adjusted hull value of $7,300,000 (2009-2010) for $6,600,000 (2008-2009).***

Options

X	Increase liability limits to $25,000,000	$866 Additional Annual (each aircraft)
(	Add Terrorism Act (Hull) coverage	$1,460 Additional Annual
(	Add Terrorism Act (Liability) coverage	$60% of Liability Premium

Coverage Considerations

- **Overview**
  Coverages are highlighted here to review available coverages which you should consider. These coverages are included in the coverage section of this proposal only if quoted and highlighted as covered.
  - A proposal for any of the coverages can be provided.
  - The recommendations and considerations summarized in this section are not intended to identify all exposures.
  - Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

- **Aircraft**
  - Add TRIA Liability
  - Add TRIA Hull
  - Purchase increased liability limits ($25M)

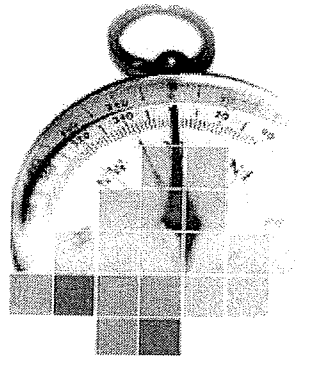
Changes and Developments

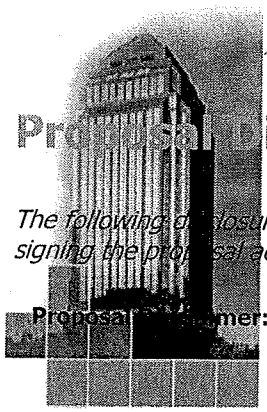
It is important that we be advised of any changes in your operations that may have a bearing on the validity and/or adequacy of your insurance. The types of changes that concern us include, but are not limited to, those listed below:

1. Changes in any aviation operations.

2. Any newly assumed contractual liability, granting of indemnities, or hold harmless agreements.

3. Circumstances which may require an increased in the hull insurance limits.





Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the proposal acceptance agreement or e-mail confirmation.

Proposal Disclaimer: IMPORTANT: The proposal is an outline of certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, conditions of the actual policy contract language. The insurance policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

Compensation Disclosure: One of the core values highlighted in The Gallagher Way states, "We are an Open Society," and our open society extends to the compensation Gallagher receives. For more information on Gallagher's compensation arrangements, please visit http://www.ajg.com/compdisclosure. In general, Gallagher may be compensated as follows:

1. Gallagher Companies are primarily compensated from the usual and customary commissions or fees received from the brokerage and servicing of policies handled for a client's account. As permitted by law, Gallagher companies occasionally receive both commissions and fees.
2. Gallagher Companies may also receive investment income on fiduciary funds temporarily held by them, such as premiums or return premiums.
3. Gallagher Companies may access other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace. Gallagher Companies may own some of these facilities, in whole or in part. If such a facility was utilized in the placement of a client's account, the facility may have earned and retained customary brokerage commission or fees for its work.
4. In placing, renewing, consulting on or servicing any retail insurance policy, entities acquired by Gallagher companies may continue for three years after the acquisition date to participate in contingent commission agreements in place at the time of acquisition with insurance companies that provide for additional retail contingent compensation if underwriting, profitability, volume and retention goals are achieved.
5. Gallagher assists its customers in procuring premium finance quotes and unless prohibited by law may earn compensation for this value added service.

If you have specific questions about the compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third parties, please send an email to Compensation_Complaints@ajg.com or send a letter to:

AVC Compliance Officer
Arthur J. Gallagher & Co.
Two Pierce Place, Suite 1820
Itasca, IL 60143

Actuarial Disclaimer: The information contained in this proposal is based on the historical loss experience and exposures that were provided to Arthur J. Gallagher & Co. This proposal is not an actuarial study. Should you wish to have this proposal reviewed by an independent actuary, we will be pleased to provide you with a listing of actuaries for your use.

Terrorism Act Disclaimer: The current TRIA/ TRIPRA program may not cover all terrorism losses. While the most recent legislation eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the TRIEA legislation passed in 2005 remain excluded, including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included) . If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations.

Shortcomings in the coverage afforded under the act including:

- TRIA still limited to: Violent/Dangerous acts exceeding $5,000,000.
- Government certification of an event required to pay a claim. For an event to be declared under TRIA, it must have the agreement of: Secretary of the Treasury, Secretary of State, Attorney General – ALL THREE
- Lines of coverage are specifically excluded by TRIA including, Auto Liability and Auto Physical Damage, Crime, Professional Liability (although D&O is covered).
- Defense costs/claims management applied to the policy immediately rather than being deferred until certification.
- The distinction between Foreign Acts and Domestic Acts still unclear as the reauthorization act just appears to remove the clause "acting on behalf of a foreign person of foreign interest" – the acts still lacks clear definition of terrorism except to say its an act of terrorism if the government says it is.
- The $100 billion cap in insurers' aggregate liability means that in the unlikely event of this being exhausted an insured could possibly have no coverage in place even if they have purchased the coverage.

Confidentiality Statement: Where permitted by law, we consider as confidential any information presented by Arthur J. Gallagher & Co. in this proposal as well as other verbal and written communications between our organizations. We ask that other brokers not have access to our material and that information presented in this proposal be shared only with those who have a need to know within your company. We make our commitment to you that information already received from you, and any additional information to follow, will be treated with the same high level of respect and confidentiality.

We will not be operating in a fiduciary capacity, but only as your broker, obtaining a variety of coverage terms and conditions to protect the risks of your enterprise. We will seek to bind those coverages based upon your authorization; however, we can make no warranties in respect to policy limits or coverage considerations of the carrier. Actual coverage is determined by policy language, so read all policies carefully. Contact us with questions on these or any other issues of concern.

Guide to A.M. Best Ratings

INSURANCE CARRIER	COVERAGES	BEST'S RATING (8/26/09)	ADMITTED	CARRIER'S POSITION (QUOTED/DECLINED & REASON)
Federal Ins. Co. (Chubb)	Aircraft	A++ XV	Yes	Quoted $217,930
ACE USA	Aircraft	A+ XV	Yes	Declined
Allianz Global Specialty US	Aircraft	A+ XV	Yes	Declined
AIG	Aircraft	A XV	Yes	Declined
Global Aerospace	Aircraft	***(1)***	Yes	No Response
Old Republic	Aircraft	A+ XI	Yes	Declined

(1) Various carriers all admitted and rated A XI or better

If the above indicates coverage is placed with a Non-Admitted carrier, the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations, which apply to an admitted carrier, nor do they participate in any insurance guarantee fund applicable in that state.

Rating Levels and Categories

A++, A+	Superior
A, A-	Excellent
B++, B+	Very Good

B, B-	Fair
C++, C+	Marginal
C, C-	Weak
U	Under Review

D	Poor
E	Under Regulatory Supervision
F	In Liquidation
S	Rating Suspended

Financial Size Categories

(Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I	Up to $1,000,000
FSC II	$1,000,000 to $2,000,000
FSC III	$2,000,000 to $5,000,000
FSC IV	$5,000,000 to $10,000,000
FSC V	$10,000,000 to $25,000,000
FSC VI	$25,000,000 to $50,000,000
FSC VII	$50,000,000 to $100,000,000
FSC VIII	$100,000,000 to $250,000,000

FSC IX	$250,000,000 to $500,000,000
FSC X	$500,000,000 to $750,000,000
FSC XI	$750,000,000 to $1,000,000,000
FSC XII	$1,000,000,000 to $1,250,000,000
FSC XIII	$1,250,000,000 to $1,500,000,000
FSC XIV	$1,500,000,000 to $2,000,000,000
FSC XV	$2,000,000,000 or more

Best's Insurance Reports, published annually by A.M. Best Company, Inc., presents comprehensive reports on the financial position, history, and transactions of insurance companies operating in the United States and Canada. Companies licensed to do business in the United States are assigned a Best's Rating which attempts to measure the comparative position of the company or association against industry averages.

Copies of the Best's Insurance Reports on the insurance companies are available upon your request. Gallagher Companies use A.M. Best Company, Inc.'s rating services to evaluate the financial condition of insurers whose policies we propose to deliver. The rating of the carrier and the year of publication of that rating are indicated. Gallagher Companies make no representations and warranties concerning the solvency of any carrier, nor do we make any representation or warranty concerning the rating of the carrier, which may change.

Bindable Quotations and Compensation Disclosure Schedule

Carrier Name	Coverages	Estimated Annual Premium	AJG Commission % or Fee 1	Wholesaler, MGA or Intermediary Name 2	Wholesaler, MGA or Intermediary % or Fee 3	Wholesaler, MGA or Intermediary AJG-Owned? Yes or No
Federal Insurance Co.	Aircraft	$217,930	15%	CV Starr Aviation	*	No

Gallagher Aviation is responsible for the placement of the following lines of coverage: Aircraft Hull & Liability

IT IS UNDERSTOOD THAT ANY OTHER TYPE OF EXPOSURE/COVERAGE IS EITHER SPLACED BY ANOTHER GALLAGHER DEPARTMENT OR OFFICE, SELF-INSURED OR PLACED BY ANOTHER BROKERAGE FIRM OTHER THAN GALLAGHER. IF YOU NEED HELP PLACING OTHER LINES OF COVERAGE OR COVERING OTHER TYPES OF EXPOSURES, PLEASE CONTACT YOUR GALLAGHER REPRESENTATIVE

Some carriers pay Gallagher additional commissions in addition to the policy commission, and additional commissions are not contingent upon performance factors such as growth or profit. For new acquisitions and Gallagher wholesale placements, Gallagher may receive contingent commissions in lieu of additional commissions. These additional or contingent commissions may range from less than 1% up to 6% of the policy premium. Gallagher has made every attempt to correctly disclose the actual commission or dollars we will receive as compensation. Any errors are unintentional, and we will notify you of any material corrections within a reasonable time following discovery.

1. The commission rate is a percentage of annual premium excluding taxes & fees.
2. We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.
3. *The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

MODIFICATION OF CONTRACT NUMBER: 07T00006OJ, Aviation Insurance Coverage **PAGE 1 OF 3 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Oralia Jones** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **September 17, 2009**
ISSUED TO: Arthur J. Gallagher Risk Mgmt Svcs Inc. Attn: Mr. Robert Compton 14241 Dallas Parkway, Suite 300 Dallas, TX 75254	MODIFICATION NO.: **2**	EXECUTED DATE OF ORIGINAL CONTRACT: September 25, 2007

ORIGINAL CONTRACT TERM DATES: **October 1, 2007-September 30, 2008** CURRENT CONTRACT TERM DATES: **October 1, 2009 -September 30, 2010**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ 201,506.00 Current Modified Amount $ 219,662.00 .

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

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

RECITALS:

County and Contractor entered into a contract for aviation insurance coverage for one year that began October 1, 2007 and was extended by the first option to September 30, 2009. Paragraph 1.0 of the Contract authorizes County to extend the Contract for three additional one year periods. During any exercised option period, all terms and conditions remained unchanged except the term of the contract being extended and the rate changes in compliance with 2.2 unless contract is amended in compliance with Attachment B, Part IV section 14.

AGREEMENT TO AMEND CONTRACT

Contractor and County agree to amend the Contract as follows:

1.0 EXERCISE OF OPTION

1.01 Pursuant to 1.0 of the Contract, Travis County exercises its option to extend this agreement for the second option period from October 1, 2009 through September 30, 2010.

Note to Vendor:

[XX] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

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

LEGAL BUSINESS NAME: Arthur J. Gallagher Risk Management Services, Inc. BY: James A. Hunter SIGNATURE James A. Hunter PRINT NAME TITLE: Area Senior Vice President ITS DULY AUTHORIZED AGENT	☐ DBA X☐ CORPORATION ☐ OTHER DATE: September 22, 2009
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 9/23/09
TRAVIS COUNTY, TEXAS BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

2.0 PREMIUM PAYABLE FOR SECOND OPTION PERIOD

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

2005 EuroCopter EC-145, 7 seats

$ 6,600,000 Insured Hull Value	$103,149. Each
War hull endorsement	$ 1, 642 Each
$25,000,000 CSL Liability	$ 4,841. Each
$500,000 each person and each occurrence	
Medical Payments, including crew	
Miscellaneous Expansion Coverages–as listed in Attachment A including Bambi Bucket use and rescue hoist	
War Liability Endorsement	$ 199. Each

3.0 CHANGES IN ATTACHMENT A

3.01 Pursuant to Attachment B, Part IV section 14, Changes, section II. SPECIFIC COVERAGE REQUIREMENTS, subsection 1.0 Amount of Insurance, sub-subsection 1.1 Physical Damage is deleted and the following is inserted in its place:

$14,600,000 - Total value of the aircraft owned by the County and for which they are legally liable. See Appendix A for detailed underwriting information for the aircraft.

3.02 Pursuant to Attachment B, Part IV section 14, Changes, section II. SPECIFIC COVERAGE REQUIREMENTS, subsection 1.0 Amount of Insurance, sub-subsection 1.2 Liability is deleted and the following is inserted in its place:

The County will be responsible for all property claims that are caused by rotorwash.

$25,000,000 - Per occurrence, combined single limit for bodily injury and property damage, including passenger(s) for liability arising from ownership, maintenance and operation of scheduled aircraft. This limit applies to each aircraft.

The liability coverage provided should also include coverage for medical expenses with limits of $5,000 for each person and each occurrence and includes coverage for crew members.

3.03 Pursuant to Attachment B, Part IV section 14, Changes, section II. SPECIFIC COVERAGE REQUIREMENTS, subsection 2.0 Special Policy Conditions, sub-subsection 2.3 is deleted and the following is inserted in its place:

2.3 City of Austin; Seton Risk Management; Central Texas Medical Center Cedar Park Health System, LP; General Conference Corporation of Seventh Day Adventists and the General Confederation of Seventh-Day Adventists, its affiliates and subsidiaries (Central Texas Medical Center), Scott & White Memorial Hospital, Temple Texas; St. David's Hospital and St Joseph Regional Health Center are listed as "additional insureds" on the policies issued under this contract unless County notifies Contractor that any of them should be removed as an additional insured with respect to the operations of Travis County EMS.

3.04 Pursuant to Attachment B, Part IV section 14, Changes, section III. UNDERWRITING DATA, subsection 1.0 Conditions is deleted and the following is inserted in its place:

1.0 The coverage is on the following aircraft.

1.1 2005 Eurocopter EC-145, License #N373TC, passenger capacity of six, with an insured value of $7,300,000.

1.2 2005 Eurocopter EC-145, License #N378TC, passenger capacity of six, with an insured value of $7,300,000.

4.0 INCORPORATION OF CONTRACT

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

Client Authorization to Bind Coverage

After careful consideration of your proposal dated August 26, 2009, we accept your insurance program subject to the following exceptions/changes:

Policy Options::

YES	NO	OPTION DESCRIPTION
X		**Bind All Policies As Shown Herein as shown below:**
X		Coverage As Expiring ($10M Limit)
X		Increase limit to $25M Limit
	X	Add TRIA Liability
	X	Add TRIA Hull
	X	**Provide Quotations or Additional Information on the following Coverage Considerations**
	X	**We Only Require Electronic Copies of Our Policies**

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

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

_____
Client Signature

_____
Dated

Last Updated 9-24-09 at 3:19pm

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TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

Approved by: Cyd V. Grimes 9/23/09 MB

Voting Session: Tuesday, September 29, 2009

REQUESTED ACTION: APPROVE MODIFICATION NO. 1 TO CONTRACT NO. PS090071VR, YOUTH ADVOCATE PROGRAM, FOR MENTOR PROGRAM SERVICES. (JUVENILE PROBATION)

Points of Contact:

Purchasing: Vania Ramaekers
Department: (JUVENILE PROBATION) Estela P. Medina, Chief Juvenile Probation Officer; Sylvia Mendoza
County Attorney (when applicable): Jim Connolly
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro and Jose Palacios
Other:

- **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 contractor, Youth Advocate Program, provides mentoring services for juvenile offenders.

  At this time, the Purchasing Office, Juvenile Probation Department and Youth Advocacy Program are in the process of negotiating the FY2010 contract. It is necessary to extend the current contract in order for Travis County to continue negotiations without interruption of service.

  Modification No.1 modifies Section 2.0, Terms, of the contract to include an option to extend the contract unilaterally for three (3) additional one (1) month periods. This contract will be extended for 60 days from October 1, 2009 through November 30, 2009.

- **Contract Expenditures:** Within the last 12 months $63,449.65 has been spent against this contract.

☐ Not applicable

➢ **Contract-Related Information:**

Award Amount: **ON AN AS NEEDED BASIS**
Contract Type: (Professional Services Agreement)
Contract Period: 12/1/08 - 9/30/09

➢ **Contract Modification Information:**

Modification Amount: **ON AN AS NEEDED BASIS**
Modification Type: **EXTENSION**
Modification Period: 10/1/09 -11/30/09

➢ **Solicitation-Related Information:**

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

➢ **Special Contract Considerations:**

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

➢ **Funding Information:**

☐ Purchase Requisition in H.T.E.: N/A
☒ Funding Account(s): **001-4530-593-6099**
☒ Comments: Contract to be used on as needed basis.

➢ **Statutory Verification of Funding:**

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

MODIFICATION OF CONTRACT NUMBER: PS090071VR Mentor Program Services **PAGE 1 OF 1 PAGES**

Last Updated 9-24-09 at 3:19pm

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: **September 11, 2009**
ISSUED TO: **Austin Travis County MHMR** **P.O. Box 3548** **Austin Texas 78764** **Attn: David Evans**	MODIFICATION NO.: **1**	EXECUTED DATE OF ORIGINAL CONTRACT: **November 25, 2008**

ORIGINAL CONTRACT TERM DATES: 12/1/08 – **9/30/09** CURRENT CONTRACT TERM DATES: 10/1/09-**11/30/2009**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: **As needed Basis** Current Modified Amount **As needed basis**.

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

A. Reference Section 2.0 "Term" the following paragraph is hereby added:

2.2.1 OPTION TO EXTEND: County may unilaterally extend this Contract for three (3) additional one (1) month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"). The exercise of any option to extend under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 6.0 Amendments/Modifications of this Contract to make any changes in those terms. County shall exercise an Option to Extend no sooner than ninety (90) days prior to expiration of the then current term. County shall have the right to exercise all or a portion of the Option to Extend in any combination it deems necessary.

B. Pursuant to Section 2.0, Paragraph 2.2.1 - Option to Extend, as incorporated above the contract is hereby extended for 60 days, from October 1, 2009 through November 30, 2009.

.

Note to Vendor:

[X] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

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

LEGAL BUSINESS NAME: Youth Advocate Programs, Inc. BY: _____ SIGNATURE BY: Richard Stottlemyer II PRINT NAME TITLE: CFO ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☒ OTHER Non Profit Corporation DATE: 9/15/09
TRAVIS COUNTY, TEXAS BY: Cyd V. Grimes CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: 9/23/09
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Last Updated 9-24-09 at 3:19pm

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: Cyd Grimes
Purchasing Agent

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

RE: Contract #PS090071VR – Youth Advocate Programs (ATCAP Mentor Program Services)

DATE: September 11, 2009

Travis County Juvenile Probation is currently contracting with Youth Advocate Programs for Mentor Program Services. The Department request that the contract be renewed as currently written to allow time for negotiations on a modification.

The following details the line item to be used for this contract.

PS090071VR – Youth Advocate Programs
Account Number: 001-4530-593-6099

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

cc: Barbara Swift

EPM: gc

Last Updated: 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

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Approved by: _____ Cyd V. Grimes 9/23/09 MB

Voting Session: Tuesday, September 29, 2009
REQUESTED ACTION: APPROVE INTERLOCAL NO. IL090291RE, WITH DEL VALLE INDEPENDENT SCHOOL DISTRICT FOR CARE COORDINATOR SERVICES. (HHS & VS)

Points of Contact:

Purchasing: Rebecca Gardner
Department: HHS, Sherri Fleming, Executive Manager
County Attorney (when applicable): Mary Etta Gerhardt
County Planning and Budget Office: Leroy Nellis
County Auditor's Office: Susan Spataro And Jose Palacios
Other:

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 23 PM 2:26

- **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.
- Through this contract, Del Valle Independent School District (DVISD) will provide wraparound services to assist students and their families access mental health, juvenile justice, legal, social services, child welfare and other services. This will be done through the full-time Care Coordinator at DVISD. Travis County will pay for 1,582 hours of Care Coordinator's time at $28.55 per hour for a total amount of $45,166.10.
- **Contract Expenditures: NA**
- **Contract-Related Information:**
  Award Amount: $45,166.00
  Contract Type: Professional Services
  Contract Period: October 1, 2009-September 30, 2010
- **Contract Modification Information:**
  Modification Amount: NA
  Modification Type: NA
  Modification Period: NA
- **Solicitation-Related Information:**

Last Updated 9-24-09 at 3:19pm

Solicitations Sent: N/A

Responses Received: N/A

HUB Information: N/A

% HUB Subcontractor: N/A

- **Special Contract Considerations:**

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

- **Funding Information:**

  - ☒ Purchase Requisition in H.T.E.: **To be entered after new budget is loaded**
  - ☐ Funding Account(s):
  - ☐ Comments:

- **Statutory Verification of Funding:**

  - ☐ Contract Verification Form: Funds Verified __Not Verified _x_ by Auditor.

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

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

DATE: September 15, 2009
TO: Members of the Commissioners Court

FROM: Sherri Fleming by [illegible]
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

SUBJECT: Del Valle ISD Care Coordinator contract

Proposed Motion:
Consider and take appropriate action to approve a contract with the Del Valle Independent School District to fund a Care Coordinator position to provide wraparound services to students.

Summary and Staff Recommendations:
The wraparound approach is a comprehensive service delivery system designed by The Children's Partnership to provide a comprehensive list of traditional and nontraditional services to youth with complex mental health needs and their families at school, home, and in the community while decreasing the need for out-of-home placement. The traditional services include assessments, training, education, counseling, and basic needs. Nontraditional services include mentoring, parent coaching, enrichment activities, and respite care.

The Children's Partnership, a non-profit organization whose governing board is comprised of representatives from Travis County Health and Human Services and Veterans Service, Austin Travis County Mental Health and Mental Retardation, Travis County Child Protective Services, Region XIII Education Service Center, Travis County Juvenile Probation, and the Federation of Families. These services meet the complex needs of children and youth with serious emotional disturbances by creating a service plan for each client that assists them and their families in navigating the service delivery system with the ultimate goal of preventing out-of-home placement.

Del Valle Independent School District (DVISD) provides educational services to children residing in the DVISD area. In conjunction with these services, DVISD wishes to assist in providing wraparound services to students to help them and their families access mental health, legal, juvenile justice, child welfare, social services and other services. To accomplish this, DVISD has employed a full-time Care Coordinator. DVISD has agreed to fund the position for two years if Travis County will fund it for one year.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:
Travis County will pay for 1,582 hours of the Care Coordinator's time at $28.55 per hour for a total amount of $45,166.10. This contract runs from October 1, 2009 to September 30, 2010.

Issues and Opportunities:
Children fair better in school when their basic social and emotional needs are met. Due to a limited number of social services in the Del Valle community, many children in the DVISD struggle with academics and drop out of school because they do not have the support they need. Expanding the wraparound services into Del Valle will help these children be more academically successful and socially responsible.

Background:
The Children's Partnership has worked with the Austin, Pflugerville and Manor school districts to provide care coordination staff to access services for families and children in these districts. To stimulate the hiring of Care Coordinators by each of these districts, The Children's Partnership agreed to pay for the salaries of the Care Coordinators for one year if the school systems paid for them for two additional years. The Children's Partnership believes that after three years of having Care Coordinators embedded in school systems, the benefits to student success will be demonstrated to the point that the school districts will want to continue these positions beyond the third year. That was the conclusion that Austin, Pflugerville and Manor came to and those positions continue to exist and serve students and their families in those districts.

Cc: Jim Lehrman, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

Last Updated: 9-24-09 at 3:19pm

TRAVIS COUNTY PURCHASING OFFICE

Cyd V. Grimes, C.P.M., Purchasing Agent
314 W. 11th Street, Room 400 Austin, Texas 78701 (512) 854-9700 Fax (512) 854-9185

23

Approved by: _____ Cyd V. Grimes 9/23/09 MB

Voting Session: Tuesday, September 29, 2009
REQUESTED ACTION: APPROVE INTERLOCAL NO. IL090351RE, WITH THE UNIVERSITY OF TEXAS FOR HIV/AIDS AWARENESS AND PREVENTION SERVICES. (HHS & VS)

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 23 PM 2:26

Points of Contact:

Purchasing: Rebecca Gardner
Department: HHS, Sherri Fleming, Executive Manager
County Attorney (when applicable): Mary Etta Gerhardt
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.
- Through this contract, the University of Texas will pilot a project called "Healer Women". The program is 10 weeks and focuses on physical and behavioral health for African American women with special emphasis on HIV/AIDS awareness and prevention.
- **Contract Expenditures: NA**
- **Contract-Related Information:**
  Award Amount: $110,000.00
  Contract Type: Professional Services
  Contract Period: September 1, 2009-August 31, 2010
- **Contract Modification Information:**
  Modification Amount: NA
  Modification Type: NA
  Modification Period: NA
- **Solicitation-Related Information:**

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

Last Updated 8-24-09 at 3:19pm

- **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.: 479792
  - ☐ Funding Account(s): 00158916116290
  - ☐ Comments:

- **Statutory Verification of Funding:**
  - ☐ Contract Verification Form: Funds Verified __Not Verified _x_ by Auditor.

PI625I02 **TRAVIS COUNTY** 9/17/09
Purchase Requisition 14:47:04

Last Updated 9-24-09 at 3:19pm

Number . . . . . : 0000479792
Type . . . . . : 1 PURCHASE REQUISITION
Status . . . . . : AUDITOR APPROVAL
Reason . . . . . : VERYFING FUNDS FY2010 CONTRACT
By . . . . . : CAULA MCMARION 854-4119
Date . . . . . : 8/28/09
Vendor . . . . . : 66819 THE UNIVERSITY OF TEXAS AT AUS
Contract nbr . . . . . :
Ship to . . . . . : NS HUMAN SERVICES ADMIN SVCS
Deliver by date . . . . : 8/28/09
Buyer . . . . . :
Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.
5=Display 8=Item extended description

Opt	**Line#**	**Quantity**	**UOM**	**Description**
_	1	110000.00	DOL	CASE MANAGEMENT SERVICES 3/1/09-9/30/09

Total: 110000.00

F3=Exit F7=Alternate view F9=Print
F10=Approval info F12=Cancel F20=Comments

Purchase Requisition - Item Information

Last Updated 9-24-09 at 3:19pm

Line number . . . :	1
Item desc . . . . :	CASE MANAGEMENT SERVICES 3/1/09-9/30/09
Vendor part # . . :	
Commodity . . . . :	952 HUMAN SERVICES
Sub-com . . . . . :	043 FAMILY/SOCIAL SERVICES
Item # . . . . . :	00870
Ship to . . . . . :	NS HUMAN SERVICES ADMIN SVCS
Quantity . . . . . :	110,000.00
Order UOM . . . . :	DOL DOLLAR
Cost code . . . . :	N NOT APPLICABLE
Unit cost . . . . :	1.0000
Account # . . . . :	00158916116290
Project . . . . . :	
Purchase order . :	

Press Enter to continue.

F8=Extended Description F12=Cancel F14=Work orders

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

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

DATE: September 15, 2009
TO: Members of the Commissioners Court
FROM: Sherri Fleming by Helmo
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service
SUBJECT: UT Healer Women contract

Proposed Motion:
Consider and take appropriate action to approve the Healer Women contract with the University of Texas for HIV/AIDS awareness and prevention services targeting African American women.

Summary and Staff Recommendations:
This contract will fund a pilot project called "Healer Women", a 10-week behavior change program that focuses on physical and behavioral health for African American women with a special emphasis on HIV/AIDS awareness and prevention.

PS 090351RE

Partners in this project include:

- The University of Texas at Austin School of Social Work faculty,
- The Center for Social Work Research,
- Austin/Travis County Health and Human Services Department,
- Travis County Healthcare District, and
- Travis County HHSVS.

Staff recommends approval of $110,000 for the Healer Women Project. The $110,000 used to fund this contract is the amount remaining in one-time funding for HIV programs targeting minority residents that is in the TCHHSVS FY'09 budget.

Issues and Opportunities:

PROJECT OVERVIEW: Austin Healer Women: A Culturally Congruent HIV Prevention Model

Rationale: At the national, state, and local levels, African Americans, and African American women in particular, are disproportionately impacted by HIV/AIDS.

- National:
  - African Americans now account for over 50% of new HIV infections, although they represent only 12% of the U.S. population[1]
  - African American women account for 66% of estimated AIDS cases among women[2]
  - AIDS is the number one cause of death for African American women aged 25-34 years[3]

- State:
  - Texas is the fourth leading state in the number of HIV cases for African American women[4]
  - The HIV case rate in 2006 for all females in Texas is 6.8 cases per 100,000, while the rate for African- American females is significantly higher at 36.6 per 100,000[5]

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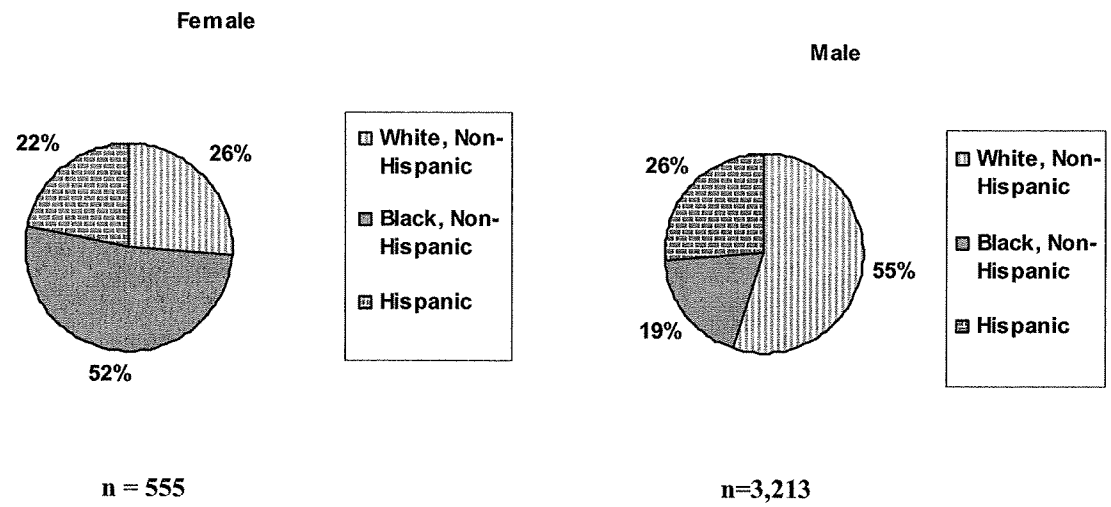
[1]Centers for Disease Control and Prevention. HIV/AIDS Surveillance Report. U.S Dept. of Health and Human Services, 2008.
[2]Kaiser Family Foundation, HIV/AIDS Policy Fact Sheet, October 2008.
[3] Centers for Disease Control and Prevention. HIV/AIDS Surveillance Report. U.S Dept. of Health and Human Services, 2007
[4] Ibid.
[5] Texas Department of State Health Services, HIV And AIDS in Texas, 2006. http://www.dshs.state.tx.us/hivstd/stats/Epi2006/HIV06.pdf, accessed 7/20/09

- Local:
  - In Travis County in 2008, African American women accounted for 10% of new HIV diagnoses[6] while comprising a mere 4.7% of the County population[7]
  - 52% of females living with HIV/AIDS in Travis County are African American
  - The rate of newly reported HIV cases among African American women in Travis County in 2007 was 23.2 per 100,000, while that of White women and Hispanic women was 2.3 and 3.6, respectively[8]
  - In 2006, the rate of death for HIV in the African American community was 26.5 per 100,000, while Whites and Hispanics had an HIV mortality rate of 2.5 and 1.6, respectively[9]

Race/Ethnicity by Sex for Persons Living with HIV infection (including AIDS) - March 2009 - Travis County, Texas[10]



Many factors, including poverty, chemical dependency, lack of accessible healthcare, mistrust of medical and other institutions, institutionalized racism, and other related disparities have shaped the HIV/AIDS epidemic for African Americans in the U.S.[11] As the data above illustrates, this is also the case in Austin/Travis County, where African Americans are concentrated in poor and underserved areas.

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[6] Texas Department of State Health Services, HIV/STD Epidemiology and Surveillance Branch. eHARS, July 2009.
[7] Texas State Data Center, Estimates of the Population by Age, Sex, Race and Ethnicity for Travis County, 2007. http://txsdc.utsa.edu/tpepp/2007ASREstimates/alldata.pdf, accessed 7/20/09.
[8] Austin Travis County Health and Human Services Department HIV/AIDS Surveillance, Cross Program Surveillance Meeting Presentation, March 27, 2009.
[9] Lyudmila Baskin, Texas Department of State Health Services, 7/21/09.
[10] Living data for reported Travis County Texas was generated March 27, 2009 Source: Austin/Travis County Health & Human Services Department: Cross Surveillance Program Meeting Presentation.
[11] Gilbert, D.J. (2003). The socio-cultural construction of AIDS.

Three years ago the City of Austin initiated steps to address health disparities through establishing the Austin/Travis County African American Quality of Life Health Initiative (AAQOLH) as a component of the Austin/Travis County Department of Health and Human Services Department (Public Health and Community Services Division). The AAQOLH is committed to health promotion in the African American community through culturally specific prevention programs with an emphasis on those that overcome historical, race-based barriers to health services utilization.

To further address African American health disparities, this initiative aims to establish a system for the long-term implementation of a culturally congruent, structural HIV intervention, to address HIV and other disease prevention with African American women in Austin/Travis County. The Healer Women Prevention Project, brought to our attention by Dorie J. Gilbert, Ph.D. (an Associate Professor of Social Work and African, Women's & Gender Studies, and African American Studies at the University of Texas at Austin), offers a research based model. Her research has focused on "cognitive, behavioral, and developmental challenges for socially stigmatized populations, with a special focus on women and persons of color living with HIV or AIDS."[12]

Why Healer Women Project? In Austin/Travis County, two female-targeted, HIV prevention programs, Real AIDS Prevention Program (RAPP) and the SISTA (Sisters Informing Sisters about Topics on AIDS) program, are implemented as primary prevention programs. However, RAPP is not specific to African American women and therefore not culturally-congruent for African American/Black women. While limited studies document success of SISTA around condom use, this program has been downgraded from the CDC evidence-based interventions due to nationwide problems with fidelity in implementation[13].

Further, programs that have condom use as their primary and sometimes sole focus are insufficient because they do not address the complexity of prevention for African American women[14]. As an Africentric intervention, the Healer Women Prevention Project[15] addresses mental health, quality of life, and structural barriers for African American women by fostering a general sense of positive self regard and health promotion.[16]

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[12] Faculty biography on the UT School of Social Work website (http://www.utexas.edu/ssw/faculty/gilbert/) Accessed on 1.27.09.

[13] Centers for Disease Control and Prevention. HIV/AIDS Surveillance Report. U.S Dept. of Health and Human Services; 2007.

[14] Beatty L, Wheeler D., Gaitor J. (2004). HIV prevention research for African Americans: Current and future directions. Journal of Black Psychology, 30 (1):40-58.

[15] The Healer Women Fighting Disease Project was developed by researchers Lawford Goddard and Wade Nobles at the Institute for the Advanced Study of Black Family Life & Culture in Oakland, CA and funded by the Substance Abuse Prevention and HIV Prevention in Minority Communities Initiative, Center for Substance Abuse Prevention, Substance Abuse and Mental Health Services Administration (SAMHSA).

[16] Gilbert, D., & Goddard, L. (2007). HIV Prevention Targeting African American Women. Family & Community Health, 30, 109-111.

Longer and more comprehensive than RAPP or SISTA, the Healer Women curriculum is comprised of 10 modules with eighteen teaching units delivered over 10 weeks. Based on the African Centered Behavioral Change Model[17], the program's objective is to enhance the resilient capacity of African American women so that they are better able to engage in health promotion and life-sustaining activities.

Behavioral change is targeted in the context of *Cognitive Restructuring* (changing the way women think and feel about themselves); *Cultural Re-alignment* (re-instilling traditional African and African American "cultural" values into women to infuse protective factors); *Character Refinement* (reconfiguring the attitudinal attributes and behavioral disposition of the women so that they act in ways that produce health and well-being).

The curriculum is delivered by trained African American female facilitators in a community-based setting and includes behavioral skills practice, group discussions, lectures, role playing, videos that discuss prevention of STDs, and take-home exercises.

The intervention has been evaluated based on a quasi-experimental, two group pre-post design with an intervention and a comparison group[18] . The outcome data from a 2-year study in Oakland, CA show significant change from pre-test to post-test in:

- Cultural Realignment (i.e., less depression, increased motivation, increased hopefulness about present and future quality of life);
- Cognitive Restructuring (i.e., increased self worth, less fatalism, increased sense of control over one's life, increased ability to protect self from HIV); and,
- Character Development (i.e. increased sense of health promotion, stronger attitudes against drug use and having unprotected sex).

Implementation. Implementation consists of four components: 1) conduct Healer Women Training of Trainers to establish six local program facilitators; (2) implement two 10-week trials of the Healer Women Prevention Program; (3) evaluation; and (4) implement long-term prevention program through coordination with community collaborators. There will be 184 participants.

Agency-Community Collaboration. Central to the success of training and replication of the Healer Women prevention model in Austin/Travis County is a continuum of involvement across key African American empowerment networks (i.e., hair salons and barbershops, churches/faith-based institutions, Black neighborhood associations) and local HIV/AIDS organizations as well as the Austin/Travis County Health Department.

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[17] Ibid. and Nobles, W. and Goddard, L. (1993). Toward an African-centered model of prevention for African American youth at high risk. In LL.Goddard, (Ed). An African-centered model of prevention. Rockville, MD USDHHS/PHS/SAMHSA;1993:115-129.

[18] Nobles, Goddard and Gilbert, Under Review.

Potential community collaborators would include HIV/AIDS Organizations, Black Hair Stylists and Barber Associations, the Black Faith-Based Health Initiative, Creative Initiative (a Black-operated CBO), AAQOLH Initiative, Planned Parenthood, and the Northeast Community Council of Austin.

Ultimately, the goal is to establish a long-term infrastructure for sustained implementation of the Healer Women Prevention Project in the Austin/Travis County community.

Budgetary and Fiscal Impact:
The budget for this contract is $110,000. The contract runs from 9/1/09 - 8/31/10.

Background:
Travis County and the City of Austin fund a broad array of social services across targeted populations, including individuals with HIV/AIDS, in order to maintain or improve overall health, safety, and quality of life. Continuing local funding for HIV/AIDS services is part of the Maintenance of Effort requirement of the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act Title I grant. The County and City General Fund support for these contracts helps secure approximately $4 million in annual funding under Ryan White Title I. The Travis County Healthcare District provides core medical services for persons with HIV/AIDS in Travis County.

Travis County on-going investments are two-fold:

I. HIV Social Service Contracts - $467,137
- AIDS Services of Austin (ASA) - $391,437
- The Wright House Wellness Center, Inc. - $75,700

II. Public Health Interlocal Agreement with Austin/Travis County Health & Human Services Department
- Public Health Department Programs for HIV Education, Outreach, and Prevention - $208,156

The total amount of on-going funds for HIV/AIDS Programming in FY'08 was $675,293.

In March 2008, local funding entities met and agreed to launch new collaborative efforts in regard to HIV/AIDS prevention in Travis County:

1. Comprehensive Plan for HIV/AIDS in Travis County led by Travis County HHSVS;
2. Nutritional Counseling and Education on Wise Choice of Foods – by Travis County HHSVS--AgriLife
3. Short-term and long-term Outreach Activities and Social Marketing led by ATCHHSD[19];
4. Behavioral Health Component – A Behavioral Health specialist from the Federally Qualified Health Center (FQHC) System will be working with the intervention groups led by Travis County Healthcare District – CommUnityCare FQHC's.

[19] The development of a social marketing campaign is a work in progress. At this time, the vendor is engaging in focus groups with community members to craft the campaign appropriately

5. Pilot Rapid HIV-Testing in targeted Federally Qualified Health Centers (FQHC's) and possibly ER at Brackenridge led by Travis County Healthcare District.

Cc: Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Rebecca Gardner, Assistant Purchasing Agent, Travis County Purchasing Office

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TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: 9/29/2009 Work Session: _____

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

B. Requested Text:
Discuss and take appropriate action regarding the approval of License Agreement with John O. Limon for purposes having exclusive use of Webberville Park for the annual Limon Reunion.

C. Approved by: _____
Ron Davis, County Commissioner, Precinct 1

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 the agencies or official's names and telephone numbers that might be affected or involved with the request. Send a copy of this Agenda Request and backup to them:

John Hille, County Attorney	854-9415
Tenley Aldridge, County Attorney	854-9415
Charles Bergh, Division Director, Parks	854-9408
Robert Armistead, Parks Division Manager	854-9831
Kurt Nielsen, District Manager, Parks	854-7218
Jorge Contreras, Park Supervisor	276-9770

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III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)
_____Additional funding for any department or for any purpose
_____Transfer of existing funds within or between any 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 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) 854-9436

September 18, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Proposed motion to approve License Agreement with John O. Limon.

Proposed Motion:

Approve licensing agreement with John O. Limon for purposes of having exclusive use of Webberville Park to host the annual Limon family reunion for the weekend of October 10th and 11th, 2009.

Summary and Staff Recommendation:
For the past 23 years the Limon family has celebrated their annual reunion at Travis County's Webberville Park. The reunion has always been held in mid October, a time when normal park usage has declined.

In October of 2006 the Commissioners' Court approved a rule prohibiting the display of the consumption of alcoholic beverages. Mr. Limon has requested entering into a License Agreement with Travis County to allow them exception to the rule. The Limon family has traditionally enjoyed the responsible consumption of alcoholic beverages during their annual reunion festivities. Considering the size of the Limon family reunion and its 23-year use of Webberville Park for this annual event, park staff recommends a licensing agreement be approved to allow the Limon family to have exclusive use of the park for the weekend of October 10 & 11, 2009.

Budgetary and Fiscal Impact:
There would be no budgetary or fiscal impact associated with this request. The Limon Family would pay the normal fees for shelter rental and would pay to have an off duty Ranger for security purposes during the Rangers normally unscheduled hours.

Issues and Opportunities:
This is an opportunity to continue with this traditional use of Webberville Park for this family event. This licensing agreement will continue to allow the Limon family to host their annual reunion at Webberville Park and to responsibly consume alcoholic beverages without violating park rules.

Background:
The Limon Family has celebrated their Annual reunion at Travis County's Webberville Park in Precinct 1 for the past 23 years. The individual family members have been patronizing and enjoying the use of Webberville Park since it opened in the early 1980's.

Required Authorizations:
None

Exhibits:
License Agreement
Webberville Map

JPG:kn

4505 Limon Reunion

xc: John Hille, County Attorney
Charles Bergh, Division Director, Parks
Robert Armistead, Division Manager, Parks
Kurt Nielsen, District Park Manager
Dan Chapman, Chief Park Ranger
Jorge Contreras, Webberville Park Supervisor

LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS§

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and John Limon ("Licensee"), an individual residing in Travis County, Texas.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Webberville Park (the "County Park") for the purpose of holding the "Annual Limon Family Reunion" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its family members and friends, invitees, independent contractors and agents to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, restroom and shelter facilities, and other park amenities in the licensed area, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. Closure to the general public during the Event will include all of Webberville County Park.

1.2 The License includes the right to bring onto the County Park and to utilize thereon independent contractors and suppliers, personal property,

materials and equipment during the term of the License. Solely for the duration of the License Term, as defined below, the License also includes the right to bring alcoholic beverages into the County Park and to consume such beverages during the Event, an exception to the Travis County Park Rules currently in effect. Such permission shall terminate automatically upon conclusion of the License Term.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of park neighbors.

II. TERM OF LICENSE

2.1 The License is granted from 7:30 p.m. Friday, October 9, 2009 until 7:30 p.m. Sunday, October 11, 2009 (the "License Term"). The License Term expressly includes the right to camp overnight in the County Park, an exception to current Travis County Park Rules. Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall be required to pay all County Park entry fees (if any), and all normal and customary fees charged to the public for shelter rental.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement. At a minimum, Licensee shall provide: (a) one Park Ranger (with vehicle) on-site beginning at midnight on Friday, October 9, 2009 until 8:00 a.m. on Saturday, October 10, 2009; and (b) one Park Ranger (with vehicle) on-site beginning at midnight on Saturday, October 10, 2009 until 8:00 a.m. on Sunday, October 11, 2008.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits, licenses or other authorizations required by the City of Austin, TABC, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives, if TNR representatives, in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event. Licensee shall be responsible for contacting Kurt Nielsen, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Except as provided herein, Licensee and its agents shall at all times follow the Travis County Parks Rules, including the prohibition against glass containers and fireworks. TNR staff shall provide a copy of all Travis County Park Rules to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee, at its sole cost and expense, shall repair or replace any damage to the County Park caused by Licensee or any person entering the County Park in connection with the Event.

VII. INDEMNIFICATION

7.1 **LICENSEE 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 ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee:
John Limon
908 Calle Limon
Austin, Texas 78702

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

And:
Joe Gieselman (or successor)
Executive Manager
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

LICENSEE:

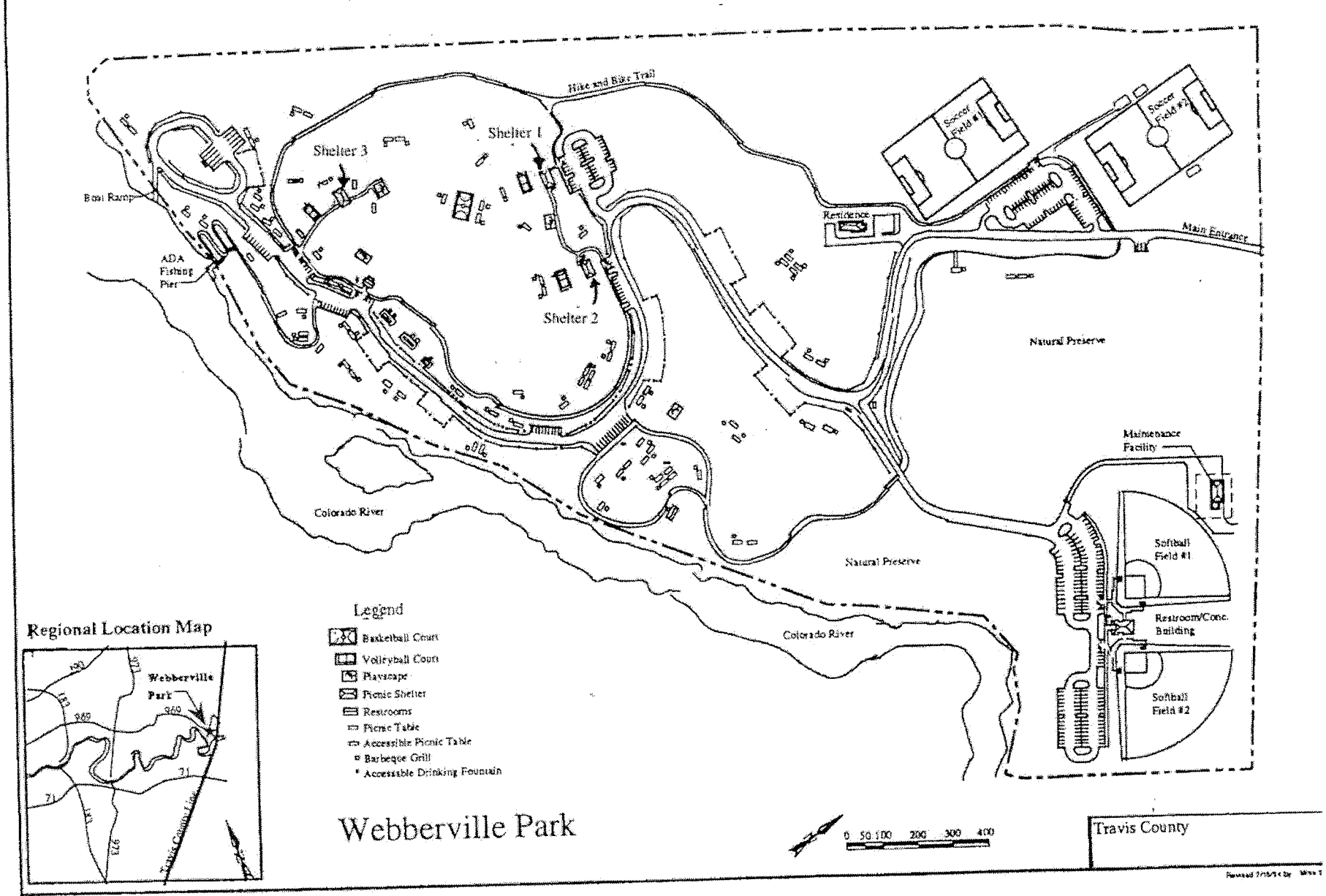
By: John Limon
John Limon

Date: 9-16-09

EXHIBIT A

Licensed Areas in Webberville Park

(attached map)



For more information about this or any other Travis County Park, please call 473-9437

Last Updated 9-24-09 at 3:19pm

Last Updated 9-24-09 at 3:19pm

September 15, 2009

Re: Limon Family Reunion

Dear Mr. Kurt Nielsen:

For the past twenty-three years, the Limon Family has celebrated their Annual Reunion at the Webberville Park, in Precinct 1, Travis County. As individuals, we've been patronizing this park since it opened. The natural beauty, improvements, and location has drawn us back year after year.

During the weekend of the reunion, our family is usually the only ones out there. We reserve most of the pavilions. As per our conversation regarding the new ordinance, concerning alcoholic beverages, I am interested in going with the same contract as last year. We will be at the park from Friday night October 9, til Sunday,October 11, 5p.m.
Also, I met with other family members at the park, to discuss parking. We will make sure vehicles are off the grass, after they unload. I would like to ask for special permission to park only a few vehicles, if needed, for handicapped relatives. This would be on the eastern edge of our designated area only. I will go meet with you at the park at your convenience, please call me at 680-0988.

Thank you for your support.

Johnny Limon

Johnny Limon

Last Updated 9-24-09 at 3:19pm

26

Travis County Commissioners Court Agenda Request

Voting Session 09/29/09 (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. House of Prayer Subdivision Final Plat in Precinct 4. (Short Form Plat - 1 Total Lot – 6.994 acres – F.M. 812 – No Fiscal Required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).

Approved by:

Margaret J. Gómez
Commissioner Margaret Gómez, Precinct Four

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

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

Michael Hettenhausen: 854-7563 Dennis Wilson: 854-4217
Anna Bowlin: 854-7561

III. Required Authorizations: Please check if applicable:

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

Human Resources Department (854-9165)
____ A change in your department's personnel (reclassifications, etc.)

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

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

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 18 PM 3:13

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

Last Updated 9-24-09 at 3:19pm

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

BACK UP MEMORANDUM

September 15, 2009

TO: Members of the Commissioners' Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna Bowlin, Division Director, Development Services Division

SUBJECT: House of Prayer Subdivision Final Plat, Precinct Four

PROPOSED MOTION:

Consider and take appropriate action on:

A. House of Prayer Subdivision Final Plat in Precinct 4. (Short Form Plat - 1 Total Lot – 6.994 acres – F.M. 812 – No Fiscal Required – Sewage service to be provided by on-site septic facilities – City of Austin ETJ).

SUMMARY AND STAFF RECOMMENDATION:

This final plat consists of one commercial lot, platted from F.M. 812, to be used as a religious meeting facility. The applicant is not required to post fiscal with Travis County or the City of Austin. There are no new public or private streets proposed with this plat. Parkland dedication or fees in lieu of dedication are not required for a non-residential subdivision.

As this final plat meets all Travis County standards and was granted a land status determination (C8i-2009-0056) by the City of Austin, TNR staff recommends approval of this final plat.

ISSUES:

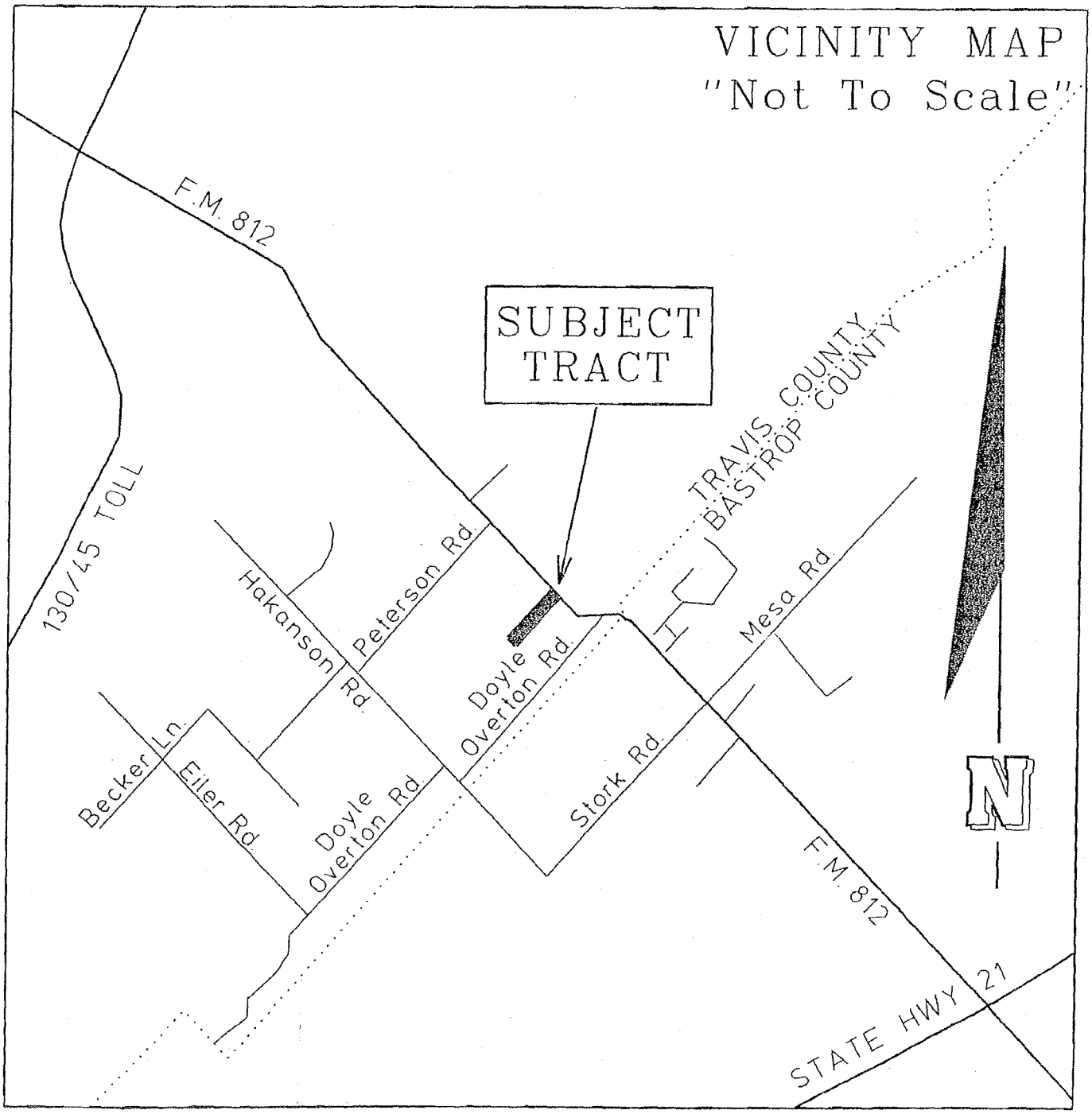
The applicant mailed the required non-residential notice on September 1, 2009, to all property owners associations and homeowner associations within 1,000 feet, the local emergency service provider, and the Travis County Fire Marshal, per 82.201(h) (please see attached). In addition, the applicant mailed notice on August 31, 2009, to owners of property adjacent to the subject tract (see attached). Staff has not received any inquiries from any adjacent property owners concerning this project or final plat.

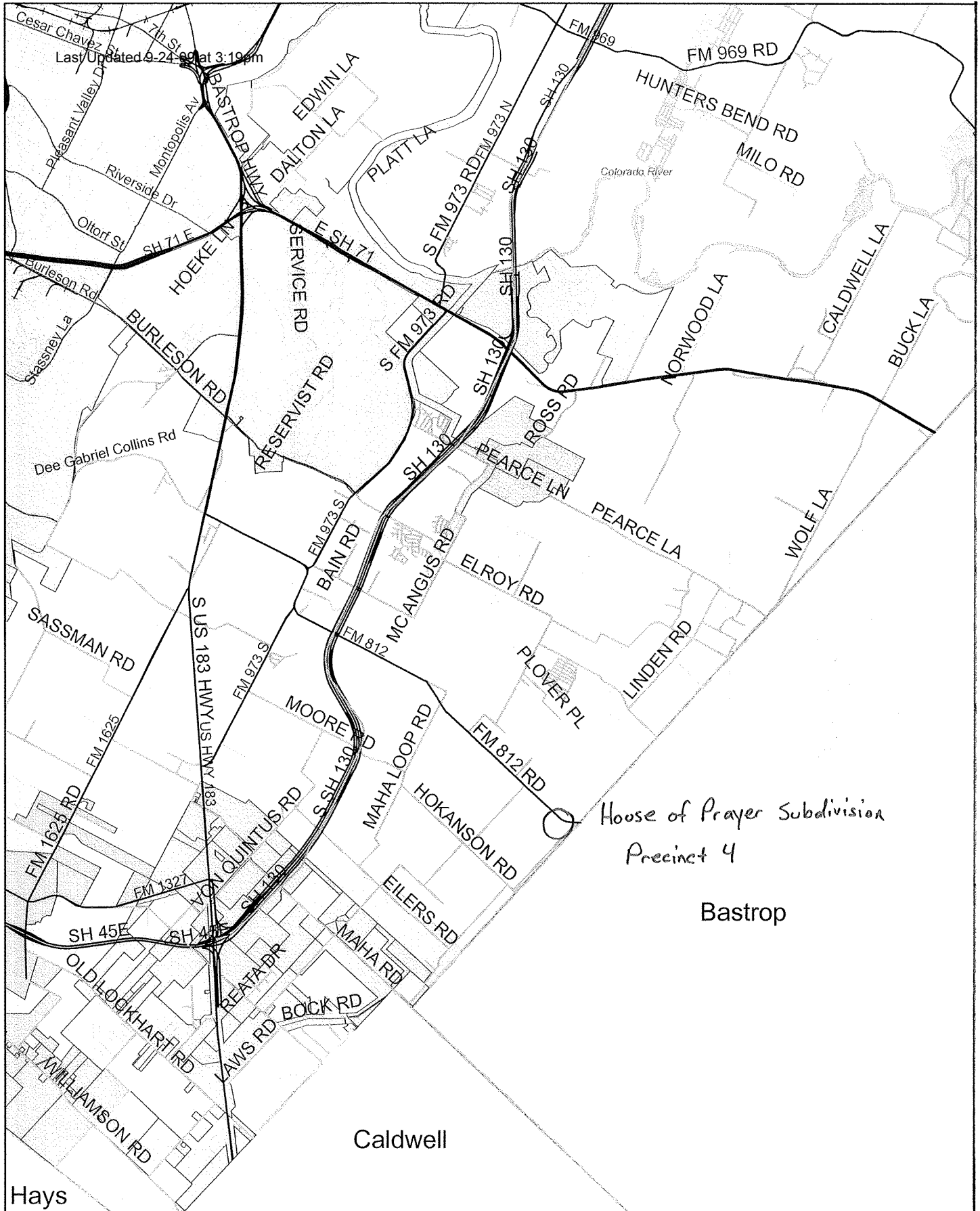
BUDGETARY AND FISCAL IMPACT:
None.
REQUIRED AUTHORIZATIONS:
None.
EXHIBITS:
Location Map
Precinct Map
Proposed Plat
Non-residential notice
Adjacent property owner notice

AMB: mph
1105

Last Updated 9-24-09 at 3:19pm

HOUSE OF PRAYER SUBDIVISION





Disclaimer: Map for general reference only. Data provided "as is" with no warranties of any kind. Contact the Travis County GIS Coordinator at (512) 854-7641 for questions.

Source(s): Property Lines - TCAD 07/2007, Roads - Travis County 04/2007, Jurisdictions- 06/2007, Subdivisions - July 2006, Contours - CAPCO 1997, Creeks - NHD 2005, Flood plain - FEMA Prelim 2005.

N

0 10,000 Feet

Map Prepared by: Travis County, Department. of Transportation & Natural Resources
http://www.co.travis.tx.us/maps

NOTICE OF DEVELOPMENT APPLICATION

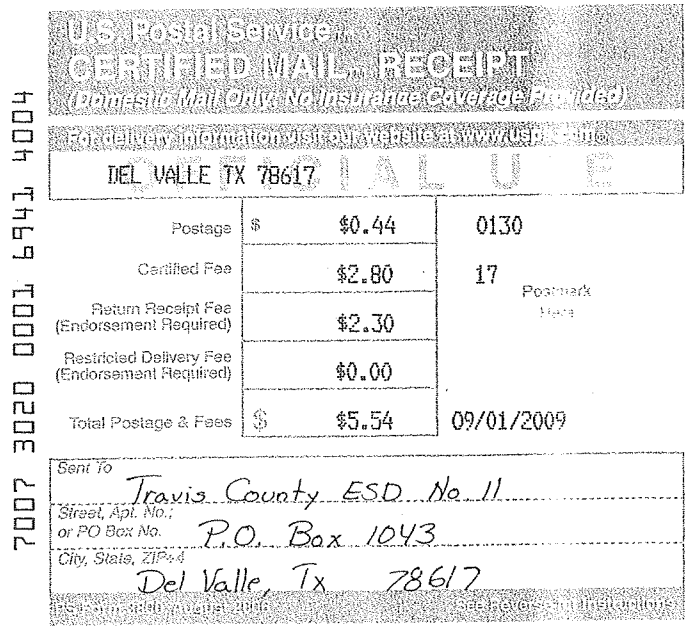
Project name: House of Prayer Subdivision Mailing date: 08/31/2009
Project location: 15815 FM 812 Del Valle, Texas

Please be advised that your property is adjacent to a proposed development containing a non-residential land use. The development contains 7.0 acres that will be used for a church. Please see the attached site location map for clarification.

Travis County Transportation and Natural Resources Department is reviewing this final plat application to ensure that it is in compliance with applicable regulations. Travis County's development code can be found on the Internet at: http://www.co.travis.tx.us/tnr/subdivision/default.asp. Travis County does not enforce deed restrictions and does not have the authority to regulate land use. In the event that the applicant meets all applicable code requirements, the final plat application will be recommended for approval by the Commissioners Court.

Owner's name: Jesus Guerrero, President United Christian House of Prayer, Inc.
Owner's phone number: 512-378-0500
Agent's name: Hector Avila
Agent's phone number: 512-791-0517
Travis County Case Manager: Michael Hettenhausen
Case Manager's phone number: 854-7563

For more information please contact the project's owner, agent, or the case manager. For copies of the project please make an Open Records Request by calling 854-7683.



U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
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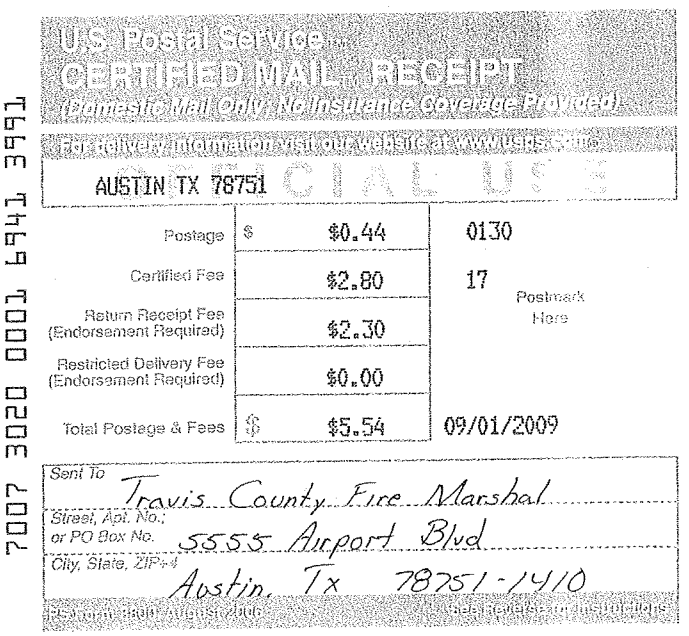
For delivery information visit our website at www.usps.com
DEL VALLE TX 78617
OFFICIAL USE

Postage	$ $0.44	0130
Certified Fee	$2.80	17
Return Receipt Fee (Endorsement Required)	$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $5.54	09/01/2009

Sent To: Travis County ESD No 11
Street, Apt. No.; or PO Box No.: P.O. Box 1043
City, State, ZIP+4: Del Valle, Tx 78617

PS Form 3800, August 2006 — See Reverse for Instructions

7007 3020 0001 6941 4004



U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
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For delivery information visit our website at www.usps.com
AUSTIN TX 78751
OFFICIAL USE

Postage	$ $0.44	0130
Certified Fee	$2.80	17
Return Receipt Fee (Endorsement Required)	$2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	$0.00	
Total Postage & Fees	$ $5.54	09/01/2009

Sent To: Travis County Fire Marshal
Street, Apt. No.; or PO Box No.: 5555 Airport Blvd
City, State, ZIP+4: Austin, Tx 78751-1410

PS Form 3800, August 2006 — See Reverse for Instructions

7007 3020 0001 6941 3991

Last Updated 9-24-09 at 3:19pm

7007 3020 0001 6941 4400

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Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.54

Postmark Here: AUSTIN TX CPU 5 AUG 31 2009 78759-9997

Sent To: Mr. Ismael Alvarado
Street, Apt. No.; or PO Box No.: 315 Mesa Drive
City, State, ZIP+4: Del Valle Tx 78617-5603

PS Form 3800, August 2006 — See Reverse for Instructions

7007 3020 0001 6941 3984

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Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.54

Postmark Here: AUSTIN TX CPU 5 AUG 31 2009 78759-9997

Sent To: Mr. Jose Isaias Alvarado
Street, Apt. No.; or PO Box No.: 315 Mesa Drive
City, State, ZIP+4: Del Valle Tx 78617-5603

PS Form 3800, August 2006 — See Reverse for Instructions

7007 3020 0001 6941 3977

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Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.54

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Sent To: Mr. Carlos + Julia Guerrero
Street, Apt. No.; or PO Box No.: 434 Riddle Road
City, State, ZIP+4: Cedar Creek Tx 78612-3362

PS Form 3800, August 2006 — See Reverse for Instructions

7007 3020 0001 6941 4424

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Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.54

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Sent To: Mr. J. Antonio + Belen Ovalle
Street, Apt. No.; or PO Box No.: 10304 Doyle Road
City, State, ZIP+4: Del Valle Tx 78617-5316

PS Form 3800, August 2006 — See Reverse for Instructions

7007 3020 0001 6941 4448

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Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.54

Postmark Here: AUSTIN TX CPU 5 AUG 31 2009 78759-9997

Sent To: Mr. Oscar Reyes
Street, Apt. No.; or PO Box No.: 7901 Running Water Drive
City, State, ZIP+4: Austin Tx 78747-3910

PS Form 3800, August 2006 — See Reverse for Instructions

7007 3020 0001 6941 4431

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Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.54

Postmark Here: AUSTIN TX CPU 5 AUG 31 2009 78759-9997

Sent To: Mr. Tomas Zuniga
Street, Apt. No.; or PO Box No.: 10228 Doyle Road
City, State, ZIP+4: Del Valle Tx 78617-5306

PS Form 3800, August 2006 — See Reverse for Instructions

7007 3020 0001 6941 4370

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Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.54

Postmark Here: AUSTIN TX CPU 5 AUG 31 2009 78759-9997

Sent To: South Pass Development LLC
Street, Apt. No.; or PO Box No.: 10148 Doyle Road
City, State, ZIP+4: Del Valle Tx 78617-5305

PS Form 3800, August 2006 — See Reverse for Instructions

7007 3020 0001 6941 3960

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Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.54

Postmark Here: AUSTIN TX CPU 5 AUG 31 2009 78759-9997

Sent To: Mr. Jesus Torres
Street, Apt. No.; or PO Box No.: 10308 Doyle Road
City, State, ZIP+4: Del Valle Tx 78617-5316

PS Form 3800, August 2006 — See Reverse for Instructions

7007 3020 0001 6941 3953

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Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	$ 5.54

Postmark Here: AUSTIN TX CPU 5 AUG 31 2009 78759-9997

Sent To: Mr. Terry L + Paula M. Senegal
Street, Apt. No.; or PO Box No.: P.O. Box 1301
City, State, ZIP+4: Del Valle Tx 78617-1301

PS Form 3800, August 2006 — See Reverse for Instructions

Last Updated 9-24-09 at 3:19pm

HOUSE OF PRAYER SUBDIVISION

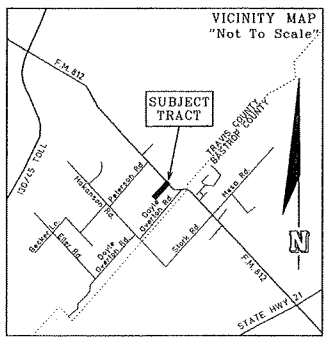
Prepared February 11, 2009

SCALE 1" = 100'

Legend

- ⊙ ½"Iron Rod Found
- ✱ Axle Shaft Found
- □ ½"Iron Rod Found with plastic cap Imprinted as noted
- ⊕ ⅝"Iron Rod Found with plastic cap Imprinted "Property Corner RPLS 1753"
- ⊗ ½"Iron Rod Set with plastic cap Imprinted with "Holt Carson Inc."
- ◇ Broken Concrete Monument Found
- Proposed Concrete Sidewalk (Record Bearing and Distance)

LAND USE TABLE
Total Acreage - 6.994 Acres
Lot 1 Acreage - 6.994 Acres
Land Use - Commercial



THE STATE OF TEXAS
THE COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:

That, United Christians House of Prayer, a Texas nonprofit corporation acting by and through its President, Jesus Guerrero, Jr., owner of all that certain (7.00 acre) tract of land out of the Peter C. Harrison Survey No. 3, Abstract No. 2104 in Travis County, Texas, as conveyed to it by Warranty Deed recorded in Document Number 2007211902 of the Official Public Records of Travis County, Texas, do hereby subdivide all of said tract pursuant to Chapter 232 of the Texas Local Government Code, and in accordance with the attached plat to be known as

HOUSE OF PRAYER SUBDIVISION

subject to any easements and/or restrictions heretofore granted, and do hereby dedicate to the Public Use of the streets and easements shown hereon.

WITNESS MY HAND this the 31st day of August, A.D. 2009

Jesus Guerrero, Jr. -- President
United Christians House of Prayer, a Texas nonprofit corporation
5502 Teri Road Austin, Texas 78744

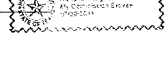
THE STATE OF TEXAS
THE COUNTY OF TRAVIS

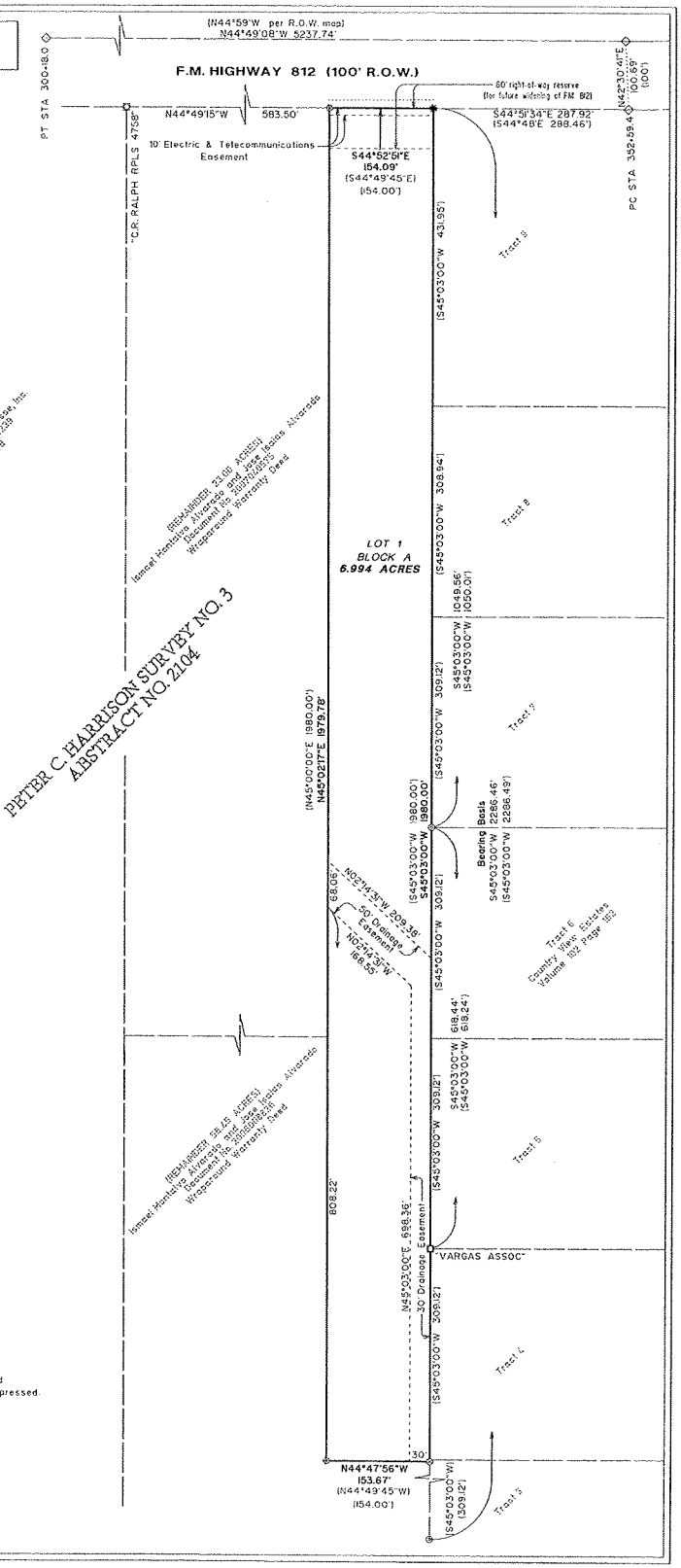
I, the undersigned authority, on this the 31st day of August, A.D., 2009, did personally appear Jesus Guerrero, Jr., known to me to be the person whose name is subscribed to the foregoing instrument of writing, and he acknowledged before me that he executed the same for the purposes and considerations therein expressed.

NOTARY PUBLIC

Printed Name Marissa Orgado

Commission Expires 07/30/2011





HOUSE OF PRAYER SUBDIVISION

Prepared: February 11, 2009

GENERAL NOTES:

1. Travis County development permit required prior to any site development.
2. No objects, including, but not limited to, buildings, fences, or landscaping shall be allowed in a drainage easement except as approved by Travis County.
3. Property owner or his/her assigns shall provide for access to the drainage easement as may be necessary and shall not prohibit access by Travis County for inspection or maintenance of said easement.
4. All drainage easements on private property shall be maintained by the owner or his/her assigns.
5. Prior to construction, drainage plans shall be submitted to Travis County and the City of Austin for review. The rainfall runoff from the lot shall be held to the amount prior to development by on-site ponds or other approved methods.
6. No structure in this subdivision shall be occupied until connected to an approved public sewer system or a private on-site sewage disposal system which has been approved by the Travis County On-Site Wastewater Facility Department.
7. Water service for this subdivision will be provided by Aqua Water Supply Corporation. Wastewater service to be provided by on-site wastewater facilities.
8. No permanent structures or improvements can be constructed within the area designated as reserved for future right-of-way for FM 812.

THE STATE OF TEXAS ×
THE COUNTY OF TRAVIS ×

I, Dana DeBeauvoir, Clerk of Travis County, Texas, do hereby certify that the foregoing instrument of Writing and its Certificate of Authentication was filed for record in my office on the _____ day of_____, 2009, A.D., at _____O'clock _____M., duly recorded on the _____ day of _____, 2009, A.D., at ___o'clock ___.M., of said said County and State in Document Number _____
Official Public Records of Travis County.
WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, this the_____day of _____2009, A.D.

Dana Debeauvoir, County Clerk
Travis County, Texas

_____
Deputy

THIS SUBDIVISION IS LOCATED INSIDE OF THE CITY OF AUSTIN'S EXTRA-TERRITORIAL JURISDICTION BUT RECIEVED A LEGAL TRACT PLATTING EXCEPTION (C81-2009-0056)

~~Victoria Li, P.E., Director~~ Greg Guernsey, Director on
~~Watershed Protection and Development Review Department~~
Planning and Development Review Department

IN APPROVING THIS PLAT, THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD THE STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH, IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE IMPROVEMENTS) TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION, THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE AMOUNT OF THE ESTIMATED COST OF IMPROVEMENTS. THE OWNER(S)' OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR THE PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS OR ERECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS AND YIELD SIGNS, WHICH IS CONSIDERED TO BE A PART OF THE DEVELOPER'S CONSTRUCTION.

THE STATE OF TEXAS ×
THE COUNTY OF TRAVIS × I, Dana Debeauvoir, Clerk of the County Court of Travis County, Texas, do hereby certify that on the _____day of_____, 2009, A.D., the Commissioners' Court of Travis County, Texas, passed an order authorizing the filing for record of this plat, and that said order was duly entered in the minutes of said Court.

WITNESS MY HAND AND SEAL OF OFFICE of the County Court of said County, this the _____day of _____, 2009, A.D.

Dana Debeauvoir, County Clerk
Travis County, Texas

_____
Deputy

THE STATE OF TEXAS ×
THE COUNTY OF TRAVIS ×

I, Holt Carson, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that this plat and subdivision is based upon an actual survey made on the ground, and is true and correct to the best of my knowledge.

Holt Carson — 8-28-2009 Date
Registered Professional Land Surveyor No. 5166
HOLT CARSON, INC.
1904 Fortview Road Austin, Texas 78704 (512)-442-0990

THE STATE OF TEXAS ×
THE COUNTY OF TRAVIS ×

I, Kurt Prossner, am authorized under the laws of the State of Texas to practice the profession of engineering, and hereby certify that this plat is feasible from an engineering standpoint and is true and correct to the best of my knowledge.

No portion of this tract is within the designated flood hazard area as shown on the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) #48453C0730H, Travis County, Texas, dated September 26, 2008.

Kurt Prossner — 8/28/09 Date
Kurt Prossner P.E. No. 58191
PROSSNER and ASSOCIATES
13377 Pond Springs Road
Austin, Texas 78729 (512)-918-3343

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES

1. No structure in this subdivision shall be occupied until connected to a public sewer system or a private on-site sewage disposal system which has been approved by the Travis County On-Site Wastewater Program.
2. No structure in this subdivision shall be occupied until connected to a potable water supply from an approved public water system.
3. No on-site wastewater disposal system may be installed within 100 feet of a private water well nor may an on-site wastewater disposal system be installed within 150 feet of a public water well.
4. No construction may begin on any lot in this subdivision until plans for the private on-site sewage disposal system are submitted to and approved by the Travis County On-Site Wastewater Program.
5. All development on all lots in this subdivision must be in accordance with the minimum requirements of Texas Administrative Code Chapter 285 and Travis County Code Chapter 48.
6. These restrictions are enforceable by the Travis County On-Site Wastewater Program.

_____ _____
Stacy Scheffel, D.R. Program Manager — Date
On-Site Wastewater Program
Travis County - TNR

Last Updated 9-24-09 at 3:19pm

27

Travis County Commissioners Court Agenda Request

Voting Session 9/29/2009 (Date) Work Session _____ (Date)

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

B. Requested Text: **Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIA Lot 28 Block I in precinct 2.**

C. Approved by: _____ Commissioner Sarah Eckhardt, Precinct 2

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

B. Have the agencies affected by this request been invited to attend the Work Session?

Yes X No _____ Please list those contacted and their phone numbers:

Anna Bowlin – 854-9383
Stacey Scheffel – 854-9383
Tim Pautsch – 854-9383

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (473-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item budget
____ Grant

Human Resources Department (473-9165)
____ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
____ Contract, Agreement, Policy & Procedure

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

Last Updated 9-24-09 at 3:19pm

TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

MEMORANDUM

DATE: September 14th, 2009

TO: Members of the Commissioners Court

THROUGH: Joseph P. Gieselman, Executive Manager

FROM: Anna M. Bowlin, Division Director, Development Services

SUBJECT: Cash Security Agreements for sidewalks on lots in Commons at Rowe Lane 2A.

Summary and Staff Recommendation:
Highland Homes, Austin, proposes to use these Cash Security Agreements, as follows: Lot 28 Block I $780.00 Permit #09-1497, to post sidewalk fiscal where the sidewalks have not been completed, in this subdivision.

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

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

Exhibits:
Cash Security Agreements (1)
Map

TP:AMB:tp

1102 Commons @ Rowe Lane Phase 2A

§ 82,1006. EXHIBIT 82.401 (C)

(c) CASH SECURITY AGREEMENT

TO: Travis County TNR Travis County, Texas Attn: Tim

DEVELOPER/BUILDER: Harris, Nicol & Straub / Highland Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY:

SUBDIVISION: The Commons @ Rowe Lane

DATE OF POSTING:

EXPIRATION DATE: Three Years From Date of Posting

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

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

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

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

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

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

Highland Homes
4201 W. Parmer Lane
Bldg. B; Ste. 180
Austin, TX 78727

DEVELOPER/BUILDER

BY: Cynthia Hicock

PRINT: Cynthia Hicock

TITLE: Assistant Secretary

SIGN ONLY ONE

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

Name Date

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

Cynthia Hicock

Name Date

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

Highland Homes - Austin
Disbursement Account
Last Updated 9-24-09 at 3:19pm

Vendor: 50841 Travis County-Transportation

Date: 08/28/2009 Check# 0052633

Invoice Date	Invoice Number	P.O. Number	Coding	Description	Gross Amount	Adjustment	Net Amount
	2609WIND		729-034-1202	2609 Windview Ln.	780.00	.00	780.00
				Check 0052633 Total	780.00	.00	780.00

Sec 2 Lot 28 Block I

RECEIVED
SEP 02 2009
TNR

CORRECT UNIT & LINE DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

Bank of America 002210002074 **0052633**

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

DATE	AMOUNT
08/28/2009	**$780.00**

PAY Seven Hundred Eighty and 00/100 Dollars

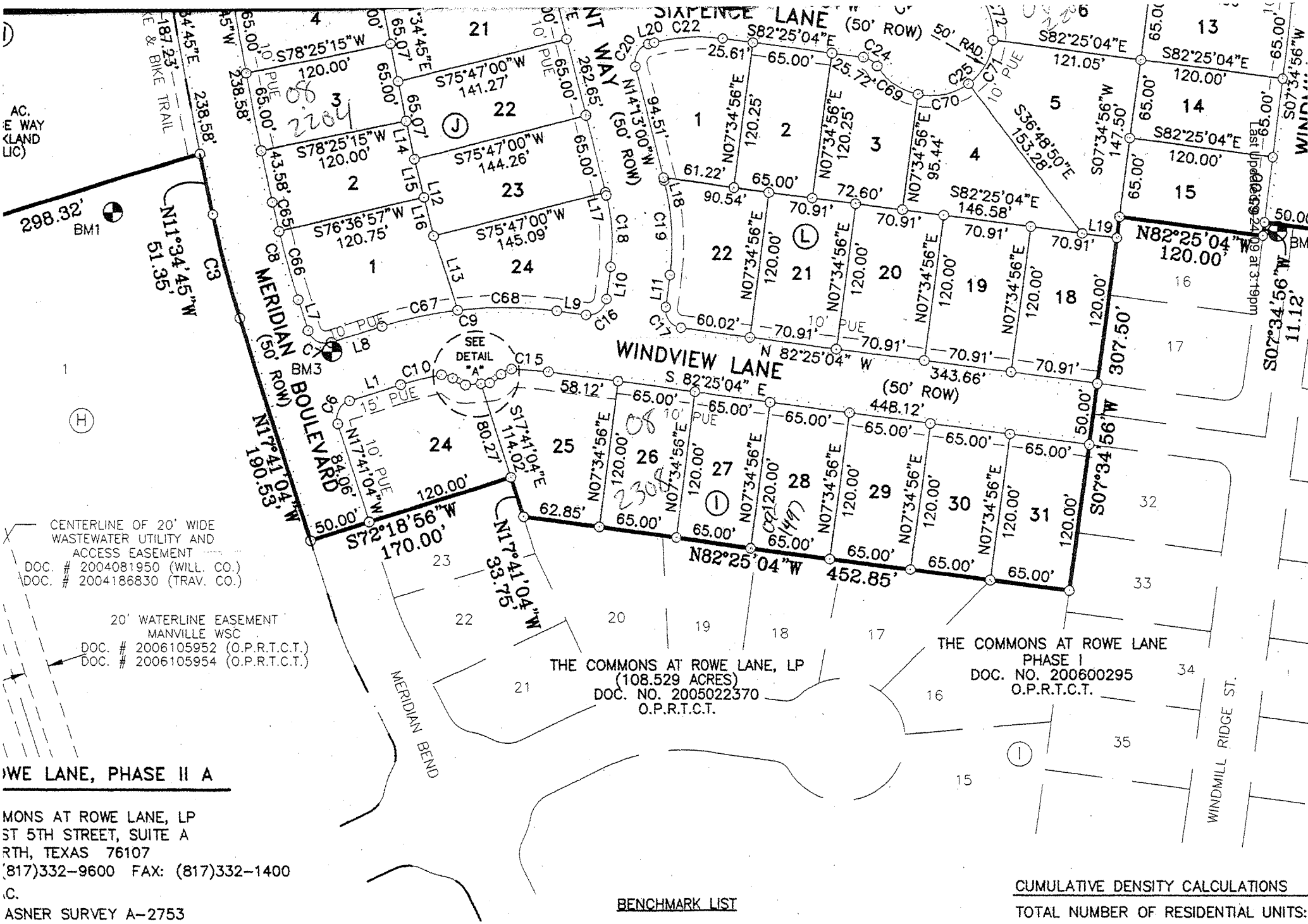
TO THE ORDER OF
Travis County-Transportation
and Natural Resources-Sidewalks
PO Box 1748
Austin, TX 78767

50841 H

Rodger Sanders

THIS DOCUMENT INCLUDES A SECURITY PACK

⑈0052633⑈ ⑆053107989⑆ 002210002074⑈



WE LANE, PHASE II A

MONS AT ROWE LANE, LP
ST 5TH STREET, SUITE A
RTH, TEXAS 76107
(817)332-9600 FAX: (817)332-1400
.C.
ASNER SURVEY A-2753

RY, 2008

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13" LIVE OAK. APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY.
NORTHING= 10,152,756.13
EASTING= 3,167,107.81

BM#3: 60d SET APPOX. 380' NORTH OF INTERSECTION OF MERIDIAN BLVD. & COMMONS PARKWAY, WITH COORDINATES:
NORTHING= 10,152,641.95
EASTING= 3,167,377.37
ELEV = 687.11

CUMULATIVE DENSITY CALCULATIONS

TOTAL NUMBER OF RESIDENTIAL UNITS:
TOTAL AREA OF RESIDENTIAL LOTS AN

Last Updated 9-24-09 at 3:19pm

28

Travis County Commissioners Court Agenda Request

Voting Session 9/29/2009 Work Session _____

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

B. Requested Text: **Consider and take appropriate action on an interlocal agreement with the City of Leander for on-site wastewater services.**

C. Approved by: _____
Karen Huber, Commissioner Precinct 3

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

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

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

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 Tuesday for the following week's meeting. Late or incomplete requests will be deferred.

Last Updated: 9-24-09 at 3:19pm

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: September 11, 2009

TO: Members of the Commissioners' Court

FROM: Anna Bowlin, Division Director, Development Services

THROUGH: Joseph P. Gieselman, Executive Manager

SUBJECT: Interlocal agreement with the City of Leander for on-site wastewater services

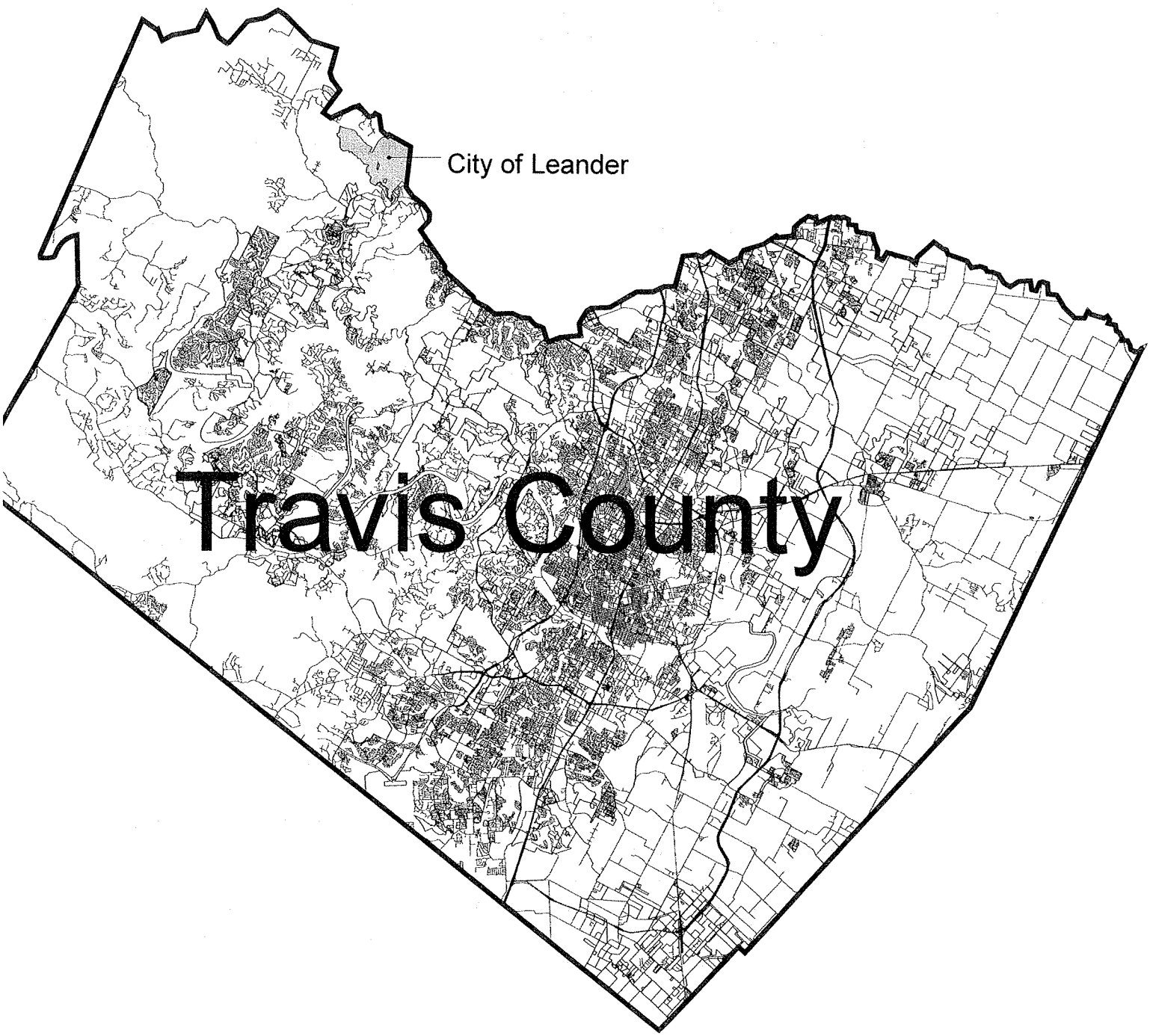
Proposed Motion: Consider and take appropriate action on an interlocal agreement with the City of Leander for on-site wastewater services.

Summary and Staff Recommendation:
The City of Leander has requested the help of Travis County to provide on-site wastewater services for properties located within their city limits in Travis County. Williamson County is currently providing the service to Leander, but they will not continue to do so after October 1, 2009. The services would include permitting, licensing, and inspection functions. There are approximately 300 existing systems within the Travis County portion of the city. Less than a dozen new permits are issued each year within the city's limits. TNR is capable of providing the services with existing resources. Leander will adopt Travis County's more stringent on-site wastewater rules, decreasing the risk to health and safety in the area. Travis County already has interlocals with the villages of San Leanna and Webberville for on-site wastewater services. TNR recommends entering into the interlocal with the City of Leander for on-site wastewater services.

Budgetary and Fiscal Impact:
Applicants within the City of Leander will pay the county's current fees. In addition Leander will pay the County 10% of this fee for each new application.

JPG:ss
1705
cc: Stacey Scheffel, TNR
Julie Joe, Assitant County Attorney
Attachments: Location Map
Interlocal agreement

Last Updated 9-24-09 at 3:19pm



INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF LEANDER FOR THE REGULATION OF ON-SITE SEWAGE FACILITIES

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("COUNTY") and the City of Leander, a municipal corporation of the State of Texas ("CITY"), by and through its governing body.

RECITALS

WHEREAS, CITY desires to provide its residents with onsite sewage permitting, licensing, and inspection; and

WHEREAS, COUNTY desires to provide to CITY such permitting, licensing, and inspection functions, and

WHEREAS, the CITY'S geographic jurisdiction lies in both Williamson and Travis Counties; and,

WHEREAS, both COUNTY and CITY desire to enter into an Interlocal Cooperation Agreement conforming in all respects with the requirements of the Interlocal Cooperation Act, Texas Government Code, Section 791.001, et seq., whereby COUNTY will provide CITY with onsite sewage permitting and licensing functions within the CITY'S geographic jurisdiction that is located within Travis County.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1.0 On behalf of the CITY, the COUNTY shall perform Onsite Sewage Facilities ("OSSF") permitting, licensing, and inspection functions in the CITY'S geographic jurisdiction that is located within Travis County pursuant to those codes, rules and laws, and any future changes thereto, that govern the COUNTY, provided that the CITY shall adopt and the COUNTY shall operate pursuant to a city ordinance if so required by the Texas Commission on Environmental Quality. The CITY shall be responsible for prosecution of enforcement actions within its geographic jurisdiction. Any application for a license or permit for an OSSF that was filed with Williamson County prior to the effective date of this Agreement will be processed by Williamson County, and any inspections related to processing such application will be conducted by Williamson County.

2.0 For services provided pursuant to this Agreement, the COUNTY shall receive ten per cent (10%) of the amount the COUNTY charges the applicant or requestor, according to the COUNTY'S then-current fee schedule, for each application or request the COUNTY receives for

an OSSF in the CITY'S geographic jurisdiction, excluding the state research fund fee and any other amount the COUNTY collects on behalf of the State of Texas (the "administrative fee"). The COUNTY shall collect the administrative fee directly from the applicant or requestor. The CITY shall adopt an ordinance enacting the administrative fee. If the COUNTY revises its fee schedule, a copy of the revised fees schedule will be sent to the CITY.

3.0 All payments by CITY to COUNTY shall be from current revenue funds available to CITY.

4.0 This Agreement shall commence on the Effective Date (as defined below) and continue in force and effect for a one (1) year period. This Agreement shall be renewed automatically for an additional year each year thereafter, unless terminated earlier by thirty (30) days written notice from one party to the other.

5.0 TO THE EXTENT PERMITTED BY LAW, CITY SHALL HOLD HARMLESS AND INDEMNIFY COUNTY, ITS OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, LOSSES, DAMAGES, AND SUITS, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY AND ANY OTHER ACT OR OMISSION ARISING FROM OR IN CONNECTION WITH THE SERVICES PROVIDED TO CITY PURSUANT TO THIS AGREEMENT WHERE SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED BY CITY'S SOLE NEGLIGENCE OR THE JOINT NEGLIGENCE OF CITY AND COUNTY. IT IS THE EXPRESSED INTENTION OF THE PARTIES THAT THE INDEMNITY PROVIDED IN THIS PARAGRAPH 5.0 IS INDEMNITY BY CITY TO PROTECT COUNTY FROM THE CONSEQUENCES OF COUNTY'S JOINT OR CONCURRENT NEGLIGENCE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THE INDEMNITY IN THIS PARAGRAPH 5.0 SHALL HAVE NO APPLICATION TO ANY CLAIMS, DEMANDS, LIABILITIES, JUDGMENTS, LOSSES, DAMAGES, OR SUITS RESULTING FROM THE GROSS NEGLIGENCE OR THE SOLE NEGLIGENCE, FAULT OR STRICT LIABILITY OF COUNTY.

6.0 Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CITY that no agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by the Travis County Commissioners Court (the "Commissioners Court").

7.0 This Agreement may not be amended except in writing signed by both parties. No agent, employee, or representative of CITY or COUNTY has the authority to amend this Agreement, unless expressly granted that authority by the City Council or Commissioners Court, respectively.

8.0 This Agreement shall be binding upon and inure to the benefit of the successors, assigns, administrators, and legal representatives of the parties to this Agreement

9.0 Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party. If either party terminates this Agreement COUNTY has the right to receive

payment for all services provided before the date of termination and not previously paid.

10.0 This Agreement constitutes the sole and only agreement of the parties to the Agreement and supersedes any prior understandings or written or oral agreements between the parties concerning the subject matter herein.

11.0 Any notice required or permitted to be delivered under this Agreement shall be deemed received on the earlier of (i) actual receipt or (ii) when sent by U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to CITY or COUNTY, as the case may be, at the following addresses:

Anthony Johnson (or successor)
City Manager
P.O. Box 319
Leander, Texas 78646-0319

Joe Gieselman (or successor)
Executive Manager, Transportation and Natural Resources
Travis County
P.O. Box 1748
Austin, Texas 78767

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

Honorable David Escamilla (or his successors in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767

Knight & Partners
223 W. Anderson Lane, Suite A105
Austin, Texas 78752

12.0 CITY and COUNTY shall comply with all applicable federal, state, county, and city laws, rules, orders, ordinances, and regulations applicable to performance of this Agreement.

13.0 Nothing in this Agreement is intended to confer any rights, expressed or implied, to any third parties, and accordingly, no third party shall have the right to enforce the provisions of this Agreement. Neither City nor County waives any immunity or defense that would be available to it against claims by third parties, including but not limited to governmental immunity.

14.0 This Agreement shall not be construed to establish a partnership, joint venture, agency, or joint enterprise, express or implied, nor any employer-employee or borrowed servant relationship by and among the parties hereto. Each party shall remain solely responsible for the proper direction

of its employees and an employee of one shall not be deemed an employee or borrowed servant of the other for any reason.

15.0 This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Travis County, Texas.

16.0 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument. The terms of this Agreement shall become binding upon each party when each has executed one of the counterparts.

EXECUTED this ___ day of _____, 2009.

TRAVIS COUNTY, TEXAS

By:_____
Samuel T. Biscoe
Travis County Judge

CITY OF LEANDER, TEXAS

By:_____
John D. Cowman
Mayor

Attest:

_____
Name: Debbie Haile
Title: City Secretary

Last Updated 9-24-09 at 3:19pm

29

TRAVIS COUNTY COMMISSIONERS' COURT AGENDA REQUEST

Voting Session: 10/6/09 Work Session: _____

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

B. Requested Text:
Approve License Agreement with R and B Sports, LLC for a triathlon at Pace Bend Park.

C. Approved by: Karen Huber
Karen Huber, Precinct 3 Commissioner

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

Rick Margiotta, R and B Sports, LLC	689-8276
Brad Davison, R and B Sports, LLC	350-9178
Tenley Aldredge, CA	854-9513
Charles Bergh, TNR Parks	854-9437
Robert Armistead, TNR Parks	854-9831
Dan Chapman, TNR Parks	854-9831
Dan Perry, TNR Parks	263-9114
Keith Rawlings, TNR Parks	264-3951

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 23 AM 11:20

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 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 PM on Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Last Updated 9-24-09 at 3:19pm

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) 854-9436

September 21, 2009

MEMORANDUM

TO: Members of the Commissioners' Court

FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Approve License Agreement with R and B Sports, LLC for a triathlon at Pace Bend Park.

Proposed Motion:
Approve License Agreement with R and B Sports, LLC for a triathlon at Pace Bend Park.

Summary and Staff Recommendation:
R and B Sports, LLC is requesting the use of Pace Bend Park on October 11, 2009, to host a triathlon. The R and B Sports, LLC is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in designated; pre-approved areas located within Pace Bend Park and associated rights of way. The races are to be confined within the park with the road race portions confined to the paved roadways inside the park. Off road portions of the races will be confined to designated existing trails that have been pre-approved; and the swim portion will be held within the designated swim area near Mudd Cove on Lake Travis. The race has been sanctioned by USA Triathlon. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers to provide security and to resolve any conflicts with regular park users. Staff recommends approval of this licensing agreement.

Budgetary and Fiscal Impact:
All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

Issues and Opportunities:
The race is scheduled to start at approximately 8:00 AM and will conclude no later than 1:00 PM on Sunday, October 11, 2009. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race

Background:
The Dilloman Triathlon is an annual event that started in 1999 at Pace Bend Park and has been held there every year except in 2008.

Pace Bend Park has long been a desired location for triathlons due to the size and diversity of the park as well it's location on Lake Travis. The paved loop road is attractive to bicycle race organizers due to its length, rolling topography and ease of access. The sloping shoreline into Lake Travis attracts swimming and boating events and the broad open areas of the park are able to facilitate various running courses as well as the parking of large numbers of vehicles associated with these events.

The race organizers state that approximately 450-500 participants will take part in this year's event. The participants will compete in a race criterion that includes a swim, bike and run race that will all take park within the park. The bike portion will include the paved park road loop that will be open for general park use, including during the race. Traffic will be directed in one direction by Park Rangers during the bike part of the event for increased safety of the participants and other park users.

Required Authorizations:

None

Exhibits:
License Agreement

JPG:dp

xc: Rick Margiotta, R and B Sports, LLC
Brad Davison, R and B Sports, LLC
Tenley Aldredge, CA
Charles Bergh, TNR Parks
Roy Turley, TNR Parks
Dan Chapman, TNR Parks
Dan Perry, TNR Parks
Keith Rawlings, TNR Parks

LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and R and B Sports, LLC ("Licensee"), a Texas organization.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's annual "Dilloman" triathlon competition (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the

sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas.

Park to facilitate Licensee's Event needs Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. Licensee agrees to and shall repair, at its sole expense, within two months following conclusion of the Event, any trail damage caused by or in connection with the Event.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of trail signs and markings along race course, using materials pre-approved by County Park Rangers and staff; (b) preparatory trail maintenance; (c) pre-Event setup and staging activities; and (d) portable restrooms, as described below. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use

and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not closed for purposes of the Event.

II. TERM OF LICENSE

2.1 The License is granted for one day: Sunday, October 11, 2009 (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense:

(i) all utilities such as electricity, water and garbage management and removal (including the provision of additional dumpsters and trash pick-up);

(ii) a sufficient (as determined by the Parks Division) number of portable restrooms in the Licensed Areas so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators;

(iii) all traffic control devices, public notices, and signage determined to be necessary by Travis County Parks to aid in notifying the public of the Event, directing traffic and parking vehicles;

(iv) security through employment of Travis County Park Rangers, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement; and

(v) emergency medical personnel through employment of EMS System cleared medics who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Dan Perry, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

7.1 **LICENSEE 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 ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $600,000 per occurrence and $1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit C** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern. Licensee shall ensure that emergency medical responder personnel are on-site throughout the License term. All costs and expenses associated with this EMS obligation shall be the sole responsibility of Licensee.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee

shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee:
Rick Margiotta, Brad Davison
R and B Sports, LLC
Dilloman Race Directors
Rick: 689-8276
Brad: 350-9178

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

And:
Joe Gieselman (or successor)
Executive Manager
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

Non waiver10.0 NON-WAIVER AND RESERVATION OF RIGHTS

10.1 No act or omission by either Party may constitute or be construed as a waiver of any breach or default of the other Party that then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

10.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County hereunder. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

LICENSEE:

By: _____
Rick Margiotta
Title: R and C Sports, LLC
Dilloman Race Director

Date: _____

EXHIBIT A

Licensed Areas in Pace Bend Park

EXHIBIT B

INSURANCE CERTIFICATE OF LICENSEE

(to be attached)

Last Updated 9-24-09 at 3:19pm

30

Travis County Commissioners Court Agenda Request

Voting Session: September 29, 2009 (Date) Work Session: _____ (Date)

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

B. Requested Text:

Consider and take appropriate action on items related the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development:

A. Request to authorize the use of internal HHSVS resources for operating expenses until a fully executed Program Year 2009 grant agreement is obtained from the U.S. Department of Housing and Urban Development;

B. Request to approve the certificate of exemptions from environmental assessment for the following Program Year 2009 projects: 1) Family Support Services Social Work Services Expansion; 2) Youth Services Flex Fund Expansion; and 3) Administrative Expenses.

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

_____
Signature of Commissioner(s) or County Judge

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

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

Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, PBO
Travis Gatlin, PBO
Susan Spataro, Travis County Auditor
Kimberly Walton, Chief Assistant County Auditor
Cyd Grimes, Travis County Purchasing Agent
Joe Gieselman, Executive Manager, TNR
Jessica Rios, PBO
Kathleen Haas, HHSVS
Andrea Colunga Bussey, HHS/VS
Jane Prince-MacLean, HHS/VS
Lee Turner, TNR
Janice Cohoon, Auditor's Office
Jason Walker, Purchasing
Steven Manilla, TNR
Christy Moffett, HHS/VS
Cynthia McDonald, TNR

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COUNTY JUDGE'S OFFICE
09 SEP 22 PM 2:56

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
X__ 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 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

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

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

MEMORANDUM

Date: September 22, 2009

To: Members of the Commissioners Court

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

Subject: Community Development Block Grant (CDBG)

Proposed Motion:

Consider and take appropriate action on items related the Community Development Block Grant provided by the U. S. Department of Housing and Urban Development:

A. Request to authorize the use of internal HHSVS resources for operating expenses until a fully executed Program Year 2009 grant agreement is obtained from the U.S. Department of Housing and Urban Development;
B. Request to approve the certificate of exemptions from environmental assessment for the following Program Year 2009 projects: 1) Family Support Services Social Work Services Expansion; 2) Youth Services Flex Fund Expansion; and 3) Administrative Expenses.

Summary and Staff Recommendations:

A. The Department requests permission to use general fund operating resources to cover CDBG operating expenses until the grant agreement for Program Year (PY) 2009 can be executed, if needed. It is necessary to implement this practice for two

reasons – 1) historically the grant contract from the U.S. Department of Housing and Urban Development (HUD) is not ready for execution until the first quarter of the new program year, and 2) some expenses will need to occur prior to the end of the first quarter. The general fund expenditures identified as CDBG are reclassified into grant expenses when there is a fully executed grant contract.

B. Staff recommends the approval of the certification of exemption for the FSS social work services expansion project, the Youth Services Flex Fund Expansion, and administrative expenses. As outlined in 24 CFR Part 58.34(a)(4), the public service projects, and the administrative costs are exempt from environmental review. The U.S. Department of Housing and Urban Development (HUD) requires an authority of the grantee to certify the findings of the environmental review. Staff recommends the Court authorize the County Judge as said authority and allow signature of the HUD required documents.

Budgetary and Fiscal Impacts:

A. The Department will reallocate funds from the Executive Manager's general fund training and seminars line item (001-5830-601-6504) into the general fund advertising line item (001-5830-601-6029) to provide dollars for advertising prior to the execution of the grant agreement. This reallocation will only be made if needed as at this time, staff anticipate adequate carry over funds from PY 2008 to cover these costs. If needed, the estimated dollar amount is $5,000, which is based on the advertising costs for the Consolidated Annual Performance Evaluation Report, which occurs in November. Additionally, the Department will also use approximately $240 from the cell phone allowance line item of (001-5830-601-4107) to pay for CDBG staff cell phone allowance until the execution of the grant agreement.

All of the appropriate general fund expenditures will be reclassified as CDBG grant expenditures when the grant budget is established by the County Auditors office, resulting in a zero impact on the general funds resources. No matching funds are required. The department anticipates a contract with an allocation of $866,432 will be available before December 31, 2009.

B. Completion of the exemptions allows Travis County to request reimbursement for expenses related to the social service projects and administrative expenses. Any dollars expended for these projects prior to the full execution of the exemption form are ineligible for reimbursement.

Issues and Opportunities:

A. The use of general funds allows the administrative staff to continue with general business functions related to CDBG administration.

B. Approval of the exemptions allows CDBG staff to remain in compliance with HUD environmental review standards.

Background:

A. Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, by expanding economic opportunities for low and moderate income persons. Program Year 2009 marks the fourth year of CDBG funding for the County.

B. In the HUD grant agreement, which is signed by Travis County, it states: "The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulation issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58."

In 24 CFR Part 58.2(A)(2), it states "Certifying Officer means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the responsibilities of Sec. 58.13."

In 58.13, it states " Under the terms of the certification required by Sec. 58.71, a responsible entity's certifying officer is the ``responsible Federal official" as that term is used in section 102 of NEPA and in statutory provisions cited in Sec. 58.1(b). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5. The Certifying Officer must also:
(a) Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
(b) Ensure that the responsible entity reviews and comments on all EISs prepared for Federal projects that may have an impact on the recipient's program.

Last Updated 2-26-08

Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)
May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas Project Name: PY 2009 Family Support Services Social Work Expansion Project

Project Description (Include all actions which are either geographically or functionally related):
One social worker to provide social work services for individuals and families including but not limited to: case management, crisis intervention, information and referral and non-clinical counseling.

Location: Unincorporated areas of Precincts 1& 4

Funding Source: (CDBG) HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: $ 35,000 Grant Number: B-09-UC-48-503

I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:

	1.	Environmental & other studies, resource identification & the development of plans & strategies:
	2.	Information and financial services;
	3.	Administrative and management activities;
X	4.	Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5.	Inspections and testing of properties for hazards or defects;
	6.	Purchase of insurance;
	7.	Purchase of tools;
	8.	Technical assistance and training;
	9.	Engineering or design costs;
	10.	Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11.	Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12.	Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe
Responsible Entity Certifying Official Name

Travis County Judge
Title (please print)

Responsible Entity Certifying Official Signature

Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

Last Updated 9/24/2010 ctaylor

Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)
May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas Project Name: PY 2009 Youth Services Flexible Funding Expansion Project

Project Description (Include all actions which are either geographically or functionally related):
Flexibile funds to provide high risk youth opportuntities to engage in healthy and safe activities including but not limited to: tutoring, mentoring, after school activities and counseling. counseling.

Location: Unincorporated areas of County

Funding Source: (CDBG) HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: $ 32,100 Grant Number: B-09-UC-48-503

I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:

	1. Environmental & other studies, resource identification & the development of plans & strategies:
	2. Information and financial services;
	3. Administrative and management activities;
X	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Technical assistance and training;
	9. Engineering or design costs;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe
Responsible Entity Certifying Official Name

Travis County Judge
Title (please print)

Responsible Entity Certifying Official Signature

Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)
May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas Project Name: PY 2009 Administrative Expenses

Project Description (Include all actions which are either geographically or functionally related):

Personnel and general operating expenses.

Location: Not Applicable

Funding Source: (CDBG) HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: $ 81,380 Grant Number: B-09-UC-48-503

I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:

	1. Environmental & other studies, resource identification & the development of plans & strategies:
	2. Information and financial services;
X	3. Administrative and management activities;
	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Technical assistance and training;
	9. Engineering or design costs;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe Travis County Judge

Responsible Entity Certifying Official Name Title (please print)

Responsible Entity Certifying Official Signature Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

Last Updated 9-24-09 at 3:19pm

31

Travis County Commissioners Court Agenda Request

Voting Session: September 29, 2009 (Date) Work Session: _____ (Date)

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

B. Requested Text:

Consider and take appropriate action on the request to approve the certificate of exemption from environmental assessment for the Plainview Estates Water Connection project for costs related to design, environmental review, eligibility determinations and project management provided by the Community Development Block Grant Recovery funds from the U. S. Department of Housing and Urban Development:

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

_____
Signature of Commissioner(s) or County Judge

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

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

Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, PBO
Travis Gatlin, PBO
Susan Spataro, Travis County Auditor
Kimberly Walton, Chief Assistant County Auditor
Cyd Grimes, Travis County Purchasing Agent
Joe Gieselman, Executive Manager, TNR
Jessica Rio, PBO
Kathleen Haas, HHSVS
Cynthia McDonald, TNR
Lee Turner, TNR
Janice Cohoon, Auditor's Office
Jason Walker, Purchasing
Steven Manilla, TNR
Christy Moffett, HHS/VS

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
X__ Grant

Human Resources Department (854-9165)

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

Purchasing Office (854-9700)

___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

___ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 22 PM 2:56

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

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

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

MEMORANDUM

Date: September 22, 2009

To: Members of the Commissioners Court

Sherri E. Fleming

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

Subject: Community Development Block Grant –Recovery (CDBG-R)

Proposed Motion:

Consider and take appropriate action on the request to approve the certificate of exemption from environmental assessment for the Plainview Estates Water Connection project for costs related to design, environmental review, eligibility determinations and project management provided by the Community Development Block Grant Recovery funds from the U. S. Department of Housing and Urban Development:

Summary and Staff Recommendations:

Staff recommends the approval of the certification of exemption for the costs related to design, environmental review, eligibility determinations and project management of the Plainview Estates Water Connection project funded through CDBG – Recovery funds. As outlined in 24 CFR Part 58.34(a)(4), the costs are exempt from environmental review. The U.S. Department of Housing and Urban Development (HUD) requires an authority of the grantee to certify the findings of the environmental review. Staff recommends the Court authorize the County Judge as said authority and allow signature of the HUD required documents.

Budgetary and Fiscal Impacts:

Completion of the exemptions allows Travis County to request reimbursement for expenses related to the social service projects and administrative expenses. Any dollars expended for these projects prior to the full execution of the exemption form are ineligible for reimbursement.

Issues and Opportunities:

Approval of the exemptions allows CDBG staff to remain in compliance with HUD environmental review standards, and to spend funds related to design and eligibility determinations. The remaining balance of the funds will be cleared after completion of the environmental review.

Background:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government sponsors a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, by expanding economic opportunities for low and moderate income persons.

The American Recovery and Reinvestment Act of 2009 ("Recovery Act") was signed into law by President Obama on February 17, 2009. It is an unprecedented effort to jumpstart our economy, create or save three to four million jobs, and lay the foundation for a robust and sustainable 21st century economy. The Act includes measures to modernize our nation's infrastructure, enhance energy independence, invest in our homes and communities, expand educational opportunities, preserve and improve affordable health care, provide tax relief, and protect those in greatest need. And because taxpayer dollars must be invested efficiently, effectively, and without waste, fraud, or abuse, the Act requires unprecedented levels of transparency, oversight, and accountability.

The Recovery Act includes $13.61 billion for projects and programs administered by the Department of Housing and Urban Development, nearly 75 percent of which was allocated to state and local recipients on February 25, 2009 – only eight days after President Obama signed the Act into law. Recovery Act investments in HUD programs will be not just swift, but also effective: they will generate tens of thousands of jobs, modernize homes to make them energy efficient, and help the families and communities hardest hit by the economic crisis. The remaining 25 percent of funds will be awarded via competition in the coming months.

CDBG-R:

On, Wednesday, February 25, 2009, HUD announced the formula allocation amounts for the CDBG funds included in the American Recovery and Reinvestment Act (ARRA) which are called CDBG-R. The amount set aside for Travis County is $226,300. On March 3, 2009, staff informed the Commissioners Court of this announcement and was provided guidance to look at the current project list to determine what, if any, projects might be feasible for this funding stream.

HUD had 30 days to provide guidance on how to integrate CDBG regulations with the conditions of ARRA. Due to clarifications needed from the White House, the guidance was delayed until May 6, 2009. Staff has reviewed the guidance provided and evaluated potential projects from the project list including project ideas submitted for PY 2009. On May 19, 2009, the Commissioners Court selected the recommended project and a public comment period was held from May 22, 2009 though May 29, 2009 and a public hearing was held on May 26, 2009. The grant agreement was provided on July 27, 2009.

Certifying official:

In the HUD grant agreement, which is signed by Travis County, it states: "The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulation issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58."

In 24 CFR Part 58.2(A)(2), it states "Certifying Officer means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the responsibilities of Sec. 58.13."

In 58.13, it states " Under the terms of the certification required by Sec. 58.71, a responsible entity's certifying officer is the ``responsible Federal official'' as that term is used in section 102 of NEPA and in statutory provisions cited in Sec. 58.1(b). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5. The Certifying Officer must also:
(a) Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
(b) Ensure that the responsible entity reviews and comments on all EISs prepared for Federal projects that may have an impact on the recipient's program.

Certification of Exemption for HUD funded projects

Determination of activities listed at 24 CFR 58.34(a)
May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, Texas Project Name: Home Rehabilitation: CDBG-R Plainview Water Connections Project

Project Description (Include all actions which are either geographically or functionally related):
Water connections for approximately 41 households to a public water line – costs exempted include design and engineering, eligiblility determinations, project management and environmental review activities. The remainder of the funding will be cleared after completion and certification of the environmental review.

Location: Plainview Estates in Precinct 1

Funding Source: (CDBG-R) HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI Other

Funding Amount: $91,850 Grant Number: B-09-UY-48-503

I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:

X	1.	Environmental & other studies, resource identification & the development of plans & strategies:
X	2.	Information and financial services;
X	3.	Administrative and management activities;
	4.	Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
X	5.	Inspections and testing of properties for hazards or defects;
	6.	Purchase of insurance;
	7.	Purchase of tools;
	8.	Technical assistance and training;
X	9.	Engineering or design costs;
	10.	Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11.	Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12.	Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe Travis County Judge
Responsible Entity Certifying Official Name Title (please print)

Responsible Entity Certifying Official Signature Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

PLAIN VIEW ESTATES

WATER SERVICE CONNECTIONS ESTIMATE

WATER SERVICE CONNECTIONS

DESCRIPTION	UNIT	# UNITS	UNIT COST	COST
Construction Contract	EA	39	$1,200	$46,800
Service Fees Impact Fees/Connection Fees SW Water)	EA	39	$1,400	$54,600
Environmental Survey	LS	1	$12,000	$12,000
Civil Survey	EA	39	$600	$23,400
Social Survey	HR	400	$35	$14,000
Design	EA	39	$800	$31,200
Inspection Fees	EA	39	$200	$7,800
Project Management	HR	250	$45	$11,250
Subtotal				$201,050
Contingency (12%)				$25,250
TOTAL				**$226,300**
HHS Budget Items	$39,250			
Exempted from ER				$91,850

Last Updated 9-24-09 at 3:19pm

32

Travis County Commissioners Court Agenda Request

Voting Session: September 29, 2009 (Date) Work Session: _____ (Date)

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

B. Requested Text:

Consider and Take Appropriate Action on Interlocal Between Travis County and the City of Austin for the Provision of Public Health Services for Fiscal Year 2010.

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

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:

II. 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

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COUNTY JUDGE'S OFFICE
09 SEP 23 AM 11:03

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.

Revised Last Updated 9-24-09 at 3:19pm

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

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

MEMORANDUM

DATE: September 22, 2009

TO: Members of the Commissioners Court

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

SUBJECT: Renewal of Travis County/City of Austin Public Health Interlocal

Proposed Motion:
Consider and Take Appropriate Action on Interlocal Between Travis County and the City of Austin for the Provision of Public Health Services for Fiscal Year 2010.

Summary and Staff Recommendation:
Staff recommends approval of renewal and amendment of the Interlocal Agreement between Travis County and the City of Austin for the provision of Public Health Services for fiscal year 2010.

Budgetary and Fiscal Impact:
The FY 10 amount for this agreement totals $2,888,537 for the period October 1, 2009 to September 30, 2010. This amount is offset by a $185,882.46 credit received by the County for three County Direct FTE under the agreement that are paid by the County. This credit results in a $2,702,654.54 net amount paid by the County to the City of Austin for the 2010 renewal term.

The contract is fully budgeted in the FY 10 budget. The FY 10 contract is less than originally presented by the City of Austin at the beginning of the FY 10 budget process and has resulted in $90,689.46 in savings compared to the original FY 10 target budget. The contract numbers were finalized after the filing of the FY 10 Preliminary Budget and the savings remain in the FY 10 budget in the department's line item 001-5831-601.60-99.

Issues and Opportunities:
Staff has negotiated an agreement that would allow the City of Austin to recover 6.5 percent of the contracted amount for administrative costs. In addition, the agreement includes provisions for Travis County's 6.5 percent allowance for administrative costs as well as a credit for personnel costs in connection with the proposed agreement.

Background:
Travis County has contracted with the City of Austin for the provision of Public Health Services for many years. The current Interlocal agreement was renegotiated in FY2007 and extended to allow for negotiation of a new agreement in FYs 2008 and 2009.

RENEWAL TO AND AMENDMENT OF THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY FOR PUBLIC HEALTH SERVICES FOR FISCAL YEAR 2010 (2010 Renewal)

This Renewal to and Amendment of the "Interlocal Cooperation Agreement Between the City of Austin and Travis County for Public Health Services For Fiscal Year 2010" (2010 Renewal) is entered into by and between the City of Austin, a Texas home rule municipal corporation (City) and Travis County, a political subdivision of the State of Texas (County) pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act.

RECITALS

City and County, referred to below as the Parties, entered into the Agreement for an initial term that began October 1, 2007, and terminated on September 30, 2008.

The Agreement allows the Parties to amend the Agreement in writing and to renew the agreement for up to five additional terms, subject to written approval of the Parties prior to each renewal.

The Parties entered into a renewal of the Agreement for a three-month term, which was effective October 1, 2008, and expired on December 31, 2008.

The Parties entered into a subsequent renewal of the Agreement for a nine-month term, which was effective on January 1, 2009, and will expire on September 30, 2009.

The Parties wish to renew the Agreement for an additional one-year term, and to make certain amendments to the Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be received, the Parties agree as follows:

1.0 RENEWAL TERM.

Pursuant to Section 3.2 of the Agreement, the Parties agree to renew the Agreement for an additional one-year term beginning on October 1, 2009, and continuing through September 30, 2010 (2010 Renewal Term).

2.0 AGREEMENT FUNDS

2.1 <u>2010 Renewal Term Funds.</u> The Parties agree that Section 13.1.2 for the 2010 Renewal Term shall read as follows:

13.1.2

(a) Fixed Price – 2010 Renewal Term Funds. In consideration of full and satisfactory performance of the services and activities provided under the terms of this Agreement, as amended in this document, and subject to other applicable provisions of the Agreement, County shall pay City as follows for the 2010 Renewal Term (October 1, 2009 – September 30, 2010):

Total Amount:	$2,888,537.00
Less Personnel Credit:	$ 185,882.46
Net Amount for 2010 Renewal term:	$2,702,654.54

City expressly acknowledges and agrees that the sum stated in this Section 13.1.2 is the amount to be paid by County to City for services provided during the 2010 Renewal Term unless an increase in the County budget for the 2010 Renewal Term is approved by Commissioners Court and this Agreement is appropriately amended.

(b) Administrative Costs. City and County mutually agree to an administrative cost charge/credit under the Agreement as follows:

(i) City Administrative Costs. County expressly acknowledges and agrees that the amount to be paid by County, as stated in this Section 13.1.2, includes 6.5 percent for City administrative costs and agrees to pay these administrative costs. The Parties agree that, in performing the year-end true-up, as described in Section 13.4, for the 2010 Renewal Term, the administrative cost amount shall be considered part of the City's "total costs," as that term is used in Section 13.4.

(ii) County Administrative Costs. City expressly acknowledges and agrees that the amount to be credited to County under "Personnel Credit," as stated in this Section 13.1.2, includes 6.5 percent for County administrative costs and agrees to credit these administrative costs to County on top of projected personnel costs; and that, in performing the year-end true-up, as described in Section 13.4, for the 2010 Renewal Term, that administrative cost shall be applied to the actual expense of County.

2.2 Section 13.2. Payments to City

2.2.1 Section 13.2.1 - Quarterly Payment Dates. The Parties agree that Section 13.2.1 for the 2010 Renewal Term shall read as follows:

13.2.1 -2010 Renewal Term – Quarterly Payment Dates: County shall pay City quarterly an amount equal to one-fourth (1/4) of the total net amount set forth in Section 13.1.2 above on or before the following dates:

(a) December 31, 2009, for the period October 1 through December 31, 2009
(b) March 31, 2010, for the period January 1 through March 31, 2010
(c) June 30, 2010, for the period April 1 through June 30, 2010
(d) September 30, 2010, for the period July 1 through September 30, 2010

2.2.2 Section 13.2.2 - Quarterly Amount. The Parties agree that Section 13.2.2 for the 2010 Renewal Term shall read as follows

13.2.2 - Quarterly Amount - 2010 Renewal Term.

(a) The quarterly payment amount for the 2010 Renewal Term shall be: $722,134.25
(b) less the agreed upon quarterly credit for County personnel in the amount of $46,470.62
(c) for a total quarterly payment of $675,663.63.

3.0 ATTACHMENTS

3.1 Attachment C, Financial and Performance Reports/Form. City and County agree that Attachment C shall be replaced for the 2010 Renewal Term with Attachment C-2010 Renewal Term Financial and Performance Reports/Form, which is attached to and made a part of this 2010 Renewal for all purposes as Exhibit 1.

3.2 Attachment E - Invoice Form. City and County agree that Attachment E shall be replaced for the 2010 Renewal Term with Attachment E-2010 Renewal Term Invoice Form, which is attached to and made a part of this 2010 Renewal for all purposes as Exhibit 2.

4.0 INCORPORATION

City and County hereby incorporate this 2010 Renewal into the Agreement, as previously amended, and ratify all terms and conditions of the Agreement that are not amended above. City and County agree that the Agreement, as previously amended and as amended above, constitutes the entire agreement between the Parties with regard to public health services and supersedes any prior understanding or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

The Parties agree that this 2010 Renewal shall be effective on October 1, 2009, following signature by an authorized representative of each Party.

TRAVIS COUNTY

By:_____
Title:_____
Date:_____

CITY OF AUSTIN

By:_____
Title:_____
Date:_____

EXHIBIT 1
ATTACHMENT C-2010 RENEWAL TERM
FINANCIAL AND PERFORMANCE REPORTS/FORM

EXHIBIT 2
ATTACHMENT E-2010 RENEWAL TERM
INVOICE FORM

Last Updated 9-24-09 at 3:19pm

33

RECEIVED
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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session: **September 29, 2009**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

A. Consider and take appropriate action on request to adopt order setting the Travis County tax rates for the year beginning January 1, 2009:

a. Total Maintenance and Operations Tax Rate;

b. Total Debt Service Tax Rate; and

c. Total County Ad Valorem tax rate.

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.

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RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 23 AM 10:37

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session: **September 29, 2009**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

a. **Consider and take appropriate action on request to adopt order approving the Travis County Budget for Fiscal Year 2010.**

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:

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_____ Bid, Purchase Contract, Request for Proposal, Procurement

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_____ 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.

35

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 23 AM 10:37

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session: **September 29, 2009**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

A. APPROVE AN ORDER TO DESIGNATE THE REGULAR MEETING DAYS OF THE COMMISSIONERS COURT OF TRAVIS COUNTY.

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:

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_____ 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.

Last Updated 9-24-09 at 3:19pm

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TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

COUNTY JUDGE'S OFFICE

Please consider the following item for:
09-29-09

09 SEP 23 AM 9:11

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) Grant contract to the Supreme Court of Texas, Permanent Judicial Commission for Children, Youth and Families to continue the Office of Child Representation through FY 2010.
b) Grant contract to the Supreme Court of Texas, Permanent Judicial Commission for Children, Youth and Families to continue the Office of Parental Representation through FY 2010

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:

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Purchasing Office (854-9700)

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

9/29/2009

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 #	ARRA
Contracts									
a	55	Office of Child Representation	10/1/2009 - 9/30/2010	$100,000	$573,000.00	8	1	21	
b	55	Office of Parent Representation	10/1/2009 - 9/30/2010	$100,000	$573,000.00	8	1	34	

Notes:

1 PBO recommends approval.

2 PBO does not recommend approval

3 Please see PBO recommendation for more information

Last Updated 9-24-09 at 3:19pm

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. American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italized. Additional details for these grants are summarized on page XXX.

Dept	Name of Grant	Grant Amount	County Match	Grant Term	FTEs	Cm. Ct. Approval Date
49	Flood Mitigation Assistance Planning Grant	$30,000	$10,000	12/1/2008 - 11/30/2009		11/7/2008
47	Emergency Management Performance Grant	$60,215	$60,215	10/1/2008 - 9/30/2009		12/16/2008
45	Young Offender Planning Grant	$300,000		10/1/2009 - 9/30/2010	3	12/16/2008
19	Family Violence Accelerated Prosecution Program	$98,842	$53,223	9/1/2009 - 8/31/2010	1.39	1/6/2009
45	Parent Project	$31,110		9/1/2009 - 8/31/2010		2/24/2009
45	JABG (Local) Juvenile Assessment Center	$87,047	$9,672	9/1/2009 - 8/31/2010	1.5	2/24/2009
45	Safe and Drug Free Schools CBT Re-Entry Program	$14,386		9/1/2009 - 8/31/2010		2/24/2009
45	JJDP Front End Therapeutic Services Program	$35,000		9/1/2009 - 8/31/2010		3/3/2009
55	BJA Justice and Mental Health Collaboration Program	$200,000	$50,000	10/1/2009 - 9/30/2011	2	3/10/2009

45	FY 10 BJA Mental Health Court Collaboration-COPE (Collaborative Opportunities for Positive Change)	$200,000	$50,000	10/1/2009 - 9/30/2011	2	3/10/2009
37	***2009 Byrne Justice Assistance Grant (ARRA)***	$495,000		3/1/2009 - 9/30/2012		4/7/2009
45	National School Lunch Program/School Breakfast Program	$250,000		7/1/2009 - 6/30/2010		4/7/2009
39	***Recovery Act Combating Criminal Nacrotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations (ARRA)***	$373,517		8/1/2009 - 7/31/2011	6	4/14/2009
55	Second Chance Act: Prisoner Reentry Initiative Grant	$176,240	$175,738	10/1/2009 - 9/30/2010	3	4/14/2009
45	***Travis County Mentoring Project (ARRA)***	$498,467		10/1/2009 - 9/31/2013	1.5	4/14/2009
19	Other Victim Assistance Grant (OVAG)	$99,049		9/1/2009 - 8/31/2011	1	4/14/2009
45	Drug Court/In-Home Family Services Grant	$175,000		9/1/2009 - 8/31/2010		4/21/2009
45	***Byrne Memorial Competitive Grant Supporting Problem Solving Courts (ARRA)***	$537,459		10/1/2009 - 9/30/2011	3	4/21/2009
24	Drug Diversion Court	$187,952		9/1/2009 - 8/31/2010	1	4/21/2009
59	Travis County STAR Flight Equipment Enhancement	$283,926		10/1/2009 - 9/30/2010		4/28/2009
37	State Criminal Alien Assistance Program - SCAAP 09	$37,368,877		7/1/2007 - 6/30/2008		4/28/2009

47	Last Updated 9-24-09 at 3:19pm Homeland Security Grant for Videoconferenceing Network	$260,686.41		7/1/2009 - 7/1/2011		4/28/2009
23	Victim Coordinator and Liaison Grant	$78,000		9/1/2009 - 8/31/2011		4/28/2009
39	Travis County Adult Probation DWI Court	$210,315		9/1/2009 - 8/31/2010	1	4/28/2009
58	***Parenting in Recovery***	$500,000	$125,000	9/30/2009 - 9/29/2010	1	4/28/2009
22	Family Drug Treatment Court	$161,568		9/1/2009 - 8/31/2010	2	4/28/2009
45	***Juvenile Treatment Drug Court Enhancement Grant from OJJDP***	$424,979	$141,667	10/1/2009 - 9/30/2013	2.5	5/5/2009
45	***Juvenile Treatment Drug Court Enhancement Grant from CSAT***	$799,379	$0	10/1/2009 - 9/30/2013	0	5/5/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	$634,131	$324,862	9/1/2009 - 8/31/2010	12	5/5/2009
45	National School Lunch Program/School Breakfast Program-annual renewal	$250,000		7/1/2009 - 6/30/2010		5/12/2009
40	Offender Reentry Program (Short Title: ORP)	$400,000		10/1/2009 - 9/30/2010	2	5/19/2009
55	***Travis County Management Strategy for Criminal Justice (ARRA)***	$877,234		10/1/2009 - 9/30/2010	4	5/26/2009
49	Onion Creek Greenway - Urban Outdoor Recreation Grant	$1,000,000	1,000,000	8/21/2008 - 8/20/2011		5/26/2009
37	COPS FY 2009 Technology Program - Firing Range Phase IIa	$300,000		10/1/2009 - 9/30/2012		5/26/2009
58	***Community Development Block Grant (ARRA) CDBG-R***	$226,300		TBD- 9/30/12		6/2/2009
45	Second Chance Juvenile Mentoring Initiative	$624,148	$208,049	10/1/2009 - 9/30/2012	3.1	6/9/2009

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Last Updated 9-24-09 at 3:19pm

55	*National Initiatives: Adjudication Program*	$150,000		10/1/2009 - 3/31/2011	1.5	6/16/2009
58	*ARRA Texas Weatherization Assistance Program*	$4,498,894		8/1/2009 - 7/31/2011		6/23/2009
14	*Energy Efficiency and Conservation Block Grants - Recovery*	$2,207,900		10/2009 - 04/2011		6/23/2009
45	Residential Susstance Abuse Treatment Program	$102,888	$34,296	10/1/2009 - 9/30/2010	1.58	6/30/2009
37	2009 Byrne Justice Assistance Grant - Non ARRA	$100,000		6/1/2009 - 9/30/2012		7/14/2009
55	Office of Child Representation	$180,466	$492,534	10/1/2009 - 9/30/2010	8	7/21/2009
55	Office of Parent Representation	$187,455	$485,545	10/1/2009 - 9/30/2010	8	7/21/2009
49	FY10 HCP Land Acquisition Assistance Grant	$4,197,463	$2,798,309	12/1/2009 - 11/31/2012		8/4/2009
24	Drug Diversion Court	$176,045		9/1/2009 - 8/31/2010	1	8/4/2009
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	$23,800	$23,800	9/1/2009 - 8/31/2010		8/11/2009
37	FY 2010 State Homeland Security Program - TCSO	$368,452.50	$122,817.50	10/01/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security program	$10,125.00	$3,375.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	$22,500.00	$7,500.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	$15,675.00	$5,225.00	10/1/2010 - 11/30/2012		8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	$14,985.00	$4,995.00	10/1/2010 - 11/30/2012		8/25/2009

47	Homeland Security Grant Program - State Homeland Security Program	$31,050.00	$10,350.00	10/1/2010 - 11/30/2012	8/25/2009
47	Homeland Security Grant Program - State Homeland Security Program	$11,250.00	$3,750.00	10/1/2010 - 11/30/2012	8/25/2009
58	Veterans' Employment and Training Service (Stand Down Grant)	$7,000.00		10/24/2009 - 10/24/2009	8/25/2009
		$60,554,776	$6,200,923		73.07

FY 2009 Grants Approved by Commissioners Court

Last Updated 9-24-09 at 3:19pm

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

American Recovery and Reinvestment Act (ARRA) and Large Multi-year Grants are bold and italized. Additional details for these grants are summarized on page XXX.

Dept	Name of Grant	Grant Amount	County Match	Local Funds (Donation)	Grant Term	FTEs	Cm. Ct. Approval Date
47	Emergency Management Performance Grant	$67,200	$67,200				10/7/2008
58	AmeriCorps	$288,139.00	$223,358		8/1/2007 - 7/31/2008	16	10/28/2008
45	Juvenile Justice and Delinquency Prevention (JJDP)-Intensive In-Home Family Services Grant	$24,864.00	$223,358		9/1/2008 - 8/31/2009		11/4/2008
58	***Parenting in Recovery***	$500,000	$91,203		9/30/2008 - 9/29/2009	1	11/4/2008
40	OVW FY08 Safe Havens: Supervised Visitation and Safe Exchange Grant Program	$199,320			10/1/2008 - 9/30/2010		11/4/2008
37	Internal Affairs Software Upgrade	$50,000			9/1/2008 - 5/31/2009		11/7/2008
37	Office of Community Oriented Policing Program	$350,738			12/26/2007 - 12/31/2010		11/18/2008
37	State Criminal Alien Assistance Program (SCAAP)	$1,239,273			7/1/2006 - 6/30/2007		11/18/2008
45	Byrne Memorial ISC Residential Programs	$103,888			10/1/2008 - 9/30/2009	1	11/25/2008
23	Project Safe Neighborhoods	$48,518			9/1/2008 - 8/31/2009	0.48	11/25/2008
23	Project Safe Neighborhoods Amendment to FY08	$51,482			9/1/2007 - 8/31/2010	0.52	11/25/2008
58	Customer Assistance Program Plus 1 Funding	$100,000			12/1/2008 - 11/30/2009		12/2/2008
58	Keeping the Warmth Program, Conservation & Energy Efficiency Program	$20,000			12/1/2008- 11/30/2009		12/2/2008

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58	Veterans' Employment and Training Service (Stand Down Grant)	$7,000		11/15/2008 - 11/16/2008		12/9/2008
49	Travis County Flood Protection Planning Grant	$195,000	$465,000	3/27/2007 - 1/31/2009		12/16/2008
58	RSVP	$61,281	$6,128	10/1/2008 - 9/30/2009	0.5	12/30/2008
58	RSVP - Texas Department of Aging and Disability Services (TDADS)	$23,800	$23,800	9/1/2008 - 8/31/2009		12/30/2008
37	Homeland Security Grant Program - Austin Area Fusion Center - TCSO	$153,955		9/1/2008 - 1/15/2011	1	12/30/2008
23	***Interlocal Agreement for the Austin/Travis County Family Violence Protection Team***	$685,586		10/1/2008 - 9/30/2010	4	1/27/2009
49	Northridge Acres Water Corporation Project	$250,000		10/18/2005 - 2/28/2009		1/27/2009
24	Formula Grant-Indigent Defense Grants Program	$429,859		10/1/2008 - 9/30/2009		2/3/2009
37	2008 Byrne Justice Assistance Grant	$70,002		10/1/2008 - 9/30/2010		2/10/2009
45	Justice and Mental Health Collaboration Program COPE	$246,662	$61,666	9/1/2006 - 9/30/2009	1	2/10/2009
45	JABG Juvenile Assessment Center	$80,889	$8,988	8/1/2008 - 8/31/2009	1.5	2/10/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)	$4,000		10/1/2008 - 9/30/2009	0.25	2/17/2009
58	2008 Comprehensive Energy Assistance Program (CEAP) Amendment 1	$725,014		1/1/2008 - 12/31/2008		2/17/2009
24	Drug Diversion Court	$160,041		9/1/2008 - 8/31/2009	1	2/17/2009
22	Drug Court (State) Program	$98,500		9/1/2008 - 8/31/2009	1	2/17/2009
37	Sheriff's Combined Auto Theft Task Force (SCATTF)	$66,077		2/1/2009 - 8/31/2009		2/24/2009
58	Oncor Weatherization Project Amendment One	$32,259		11/1/2008 - 10/31/2009		2/24/2009

49	Del Valle Composting Grant FY09 Regional Solid Waste Grant Program	$28,653		9/5/2008 - 7/31/2009		3/17/2009
	Last Updated 4-24-09 at 8:19pm					
45	Residential Substance Abuse Treatment	$109,356	$36,452	10/1/2007 - 9/30/2008	2	3/17/2009
58	2009 Phase 27 Emergency Food and Shelter Program	$121,773		1/1/2009 - 12/31/2009		3/24/2009
23	Title IV-E Legal Administration	$1,739,164		9/1/2008 - 9/30/2009		3/24/2009
49	Reimers Urban Outdoor Recreation Grant	1,000,000	$1,000,000	8/21/2008 - 8/20/2011		3/31/2009
58	Casey Family Programs Community and Family Reintegration Project	$70,000		3/1/2009 - 1/1/2010		4/7/2009
58	Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project	$232,000		10/1/2008 - 8/31/2009		4/14/2009
58	ATCMHMR - Marguerite Casey Foundation Community and Family Reintegration Project	$89,028		4/1/2009 - 11/30/2010	1	4/28/2009
45	Court Order Parent Education Project (COPE)	$41,800		11/1/2007 - 9/30/2009	0.5	4/28/2009
17	A Cultural Resources Survey of Rural Properties in Northeast Travis County	$5,000	$5,000	10/1/2008 - 9/30/2010		5/5/2009
55	***Travis County Mental Health Public Defenders Office***	$250,000	$375,000	10/1/2009 - 9/30/2010	8	5/5/2009
58	AmeriCorps	$224,172	$211,826	8/1/2006 - 7/31/2007	16	5/5/2009
58	AmeriCorps	$228,120	$223,358	8/1/2007 - 7/31/2008	16	5/5/2009
22	Drug/Specialty Courts Training Stipends	$16,200		9/1/2009 - 8/31/2010		5/5/2009
24	Training for Drug Courts	$8,100		5/1/2009 - 9/30/2009		5/5/2009
39	Drug/Specialty Courts Training Stipend-Travis County Adult Probation DWI	See Note		6/22/2009 - 9/26/2009		5/5/2009

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49	Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program Local Initiative Projects Contract with Texas Commission on Environmental Quality	$816,543.14			5/6/2008 - 8/31/2010		5/26/2009
58	Comprehensive Energy Assistance Program (CEAP)	$3,098,477			1/1/2009 - 12/31/2009		5/26/2009
45	USDA School Commodities Program	$12,600			7/1/2009 - 6/30/2010		6/30/2009
58	***2009 Phase 27 ARRA Emergency Food and Shelter Program***	$40,554			04/01/2009 - 12/31/2009		7/7/2009
58	AmeriCorps	$228,040	$225,977		8/1/2008 - 7/31/2009	16	7/7/2009
37	SCATTF - Sheriff's Combined Auto Theft Task Force	$634,131	$324,862		9/1/2009 - 8/31/2010	12	7/14/2009
58	DOE Weatherization Assistance Program	$169,371			4/1/2009 - 3/31/2010		7/21/2009
58	LIHEAP Weatherization Assistance Program	$598,300			4/1/2009 - 3/31/2010		7/21/2009
58	Texas Dept. of Family and Protective Services (DFPS) Community and Family Reintegration Project	$232,000			9/1/2009 - 8/31/2010		7/28/2009
58	SVCI (Seniors and Volunteers for Childhood Immunization)	$8,845.20			9/1/2008 - 8/31/2009	0.25	7/28/2009
45	Integrated Child Support System Cooperative Agreement	$154,322			7/1/2008 - 8/31/2009		8/4/2009
49	***Local Transportation Project - Advanced Funding Agreement (ARRA)***	***$687,047***		***$13,741***	***10/1/2009 - 5/31/2010***		***8/11/2009***
19	Other Victim Assistance Grant (OVAG)	$99,049			9/1/2009 - 8/31/2011	1	8/11/2009
45	Community Resource Coordinator Contract	$69,587			9/1/2009 - 8/31/2010	1	8/11/2009
49	Reimers Ranch Recreational Trails	$100,000	$54,560		1/2007 - 8/31/2010		8/11/2009

58	2009 Phase 27 Emergency Food and Shelter Program Additional Funding	$122,573			1/1/2009 - 12/31/2009	8/11/2009
47	Homeland Security Grant Program - State Homeland Security Program	$34,759			9/1/2008 - 1/15/2011	8/18/2009
58	AmeriCorps	$298,238	$281,606		8/1/2009 - 7/31/2010	20 8/18/2009
12	SAVNS Statewide Automated Victim Notification Service	$25,817.00			9/1/2009 - 8/31/2010	8/25/2009
45	Access and Visitation	$47,348.00		$5,400.00	9/1/2008 - 8/31/2010	8/25/2009
23	Title IV-E Legal Administration	$1,478,416			10/1/2009 - 9/30/2010	9/1/2009
39	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States: Enhancing Southern Border Jails, Community Corrections, and Detention Operations	$287,500			7/1/2009 - 6/30/2011	9/1/2009
45	Integrated Child Support System Cooperative Agreement	$400,890			9/1/2009 - 8/31/2011	9/1/2009
24	Drug Diversion Court	$176,045			9/1/2009 - 8/31/2010	1 9/15/2009
45	JJDP Front End Therapeutic Services Program	$35,000			09/01/2009 - 08/31/2010	9/22/2009
45	Parent Project	$31,110			09/01/2009 - 08/31/2010	9/22/2009
45	Safe and Drug Free Schools CBT Re-Entry Program	$14,386			09/01/2009 - 08/31/2010	9/22/2009
19	Family Violence Accelerated Prosecution Program	$88,172	$47,478		09/01/2009 - 08/31/2010	1.23 9/22/2009
45	JABG (Local) Juvenile Assessment Center	$87,047	$9,672		09/01/2009 - 08/31/2010	1.5 9/22/2009
55	Travis County Mental Health Public Defenders Office	$220,517	$375,000		10/01/2009 - 09/30/2010	8 9/22/2009

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37	2007 Byrne Justice Assistance Grant (JAG)	$203,845			10/01/2006 - 09/30/2010	9/22/2009
37	Internal Affairs Software Upgrade	$33,934.97			09/01/2008 - 05/31/2009	9/22/2009
		$21,031,177	$3,304,223	$19,141	134.73	

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 Project Amendment One		$32,259		
37	SCATTF - Sheriff's Combined Auto Theft Task Force		$66,077		2/24/2009
					2/24/2009
Total Outstanding		$ 596,442	$ 142,560	9.75	

* Original Grant Column shows Beginning FY'08 Amount

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FY 2009 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Original Grant Amount	Original County Match	Continuation Amount Total	Total FTEs	Cm. Ct. Original Approval Date	Cm. Ct. Approval Date for Continuation
22	Drug Court Program	$84,419.75			1		10/14/2008
24	Drug Diversion Court	$188,474.00			1		10/21/2008
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
58	AmeriCorps	$301,236	$281,606		20		6/30/2009

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22	Drug Court (State) Program	$98,500		1	8/18/2009
24	Drug Diversion Court	$176,045			
				1	8/18/2009
45	Residential Substance Abuse Treatment Program				9/22/2009
	Total Outstanding	$1,337,596.25	$ 281,606	27.00	

TRAVIS COUNTY FY 09 - FY 13 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

Last Updated 9-24-09 at 5:19pm

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. Applicable grant contracts approved in FY 08 with a FY 09 grant term are also shown below.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13	
Dept	Grant Title	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	$ 375,000	$ 250,000	$ 250,000	$ 375,000	$ 125,000	$ 500,000	$ -	$ 625,000	$ -	$ 625,000
Criminal Justice Planning	Office of Parental Representation. *County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal realocations and potential savings.*	$ 300,000	$ 307,743	$ 100,000	$ 102,360	$ 50,000	$ 152,360	$ -	$ 152,360	$ -	$ 152,360
Criminal Justice Planning	Office of Child Representation. *County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal realocations and potential savings.*	$ 300,000	$ 301,812	$ 100,000	$ 102,358	$ 50,000	$ 152,359	$ -	$ 152,359	$ -	$ 152,359
Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) *Grant will supplment department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.*	$ -	$ -	$ 143,750	$ -	$ 143,750	$ -	$ -	$ -	$ -	$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. *Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.*	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -	$ 342,793	$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by millling and overlaying roadway. Grant is a one-time grant with the potential for estimated $13,741 contribution from the Road and Bridge Fund.	$ -	$ -	$ 687,047	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. *The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.*	$ 40,554	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Health and Human Services	Americorps. *Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.*	$ 288,139	$ -	$ 298,297	$ -	$ 298,297	$ -	$ 298,297	$ -	$ 298,297	$ -
Health and Human Services	Parenting in Recovery. *FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.*	$ 500,000	$ 77,726	$ 500,000	$ 80,000	$ 500,000	$ 80,000	$ 500,000	$ 80,000	$ -	$ 580,000
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) *Funds to be used for approx 39 water connections for Plainview Estates.*	$ 90,000	$ -	$ 136,300	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Health and Human Services	Community Development Block Grant (CDBG). *Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.*	$ 833,133	$ 223,908	$ 866,380	$ 223,908	$ 866,380	$ 223,908	$ 866,380	$ 223,908	$ 866,380	$ 223,908
		$ 3,069,619	**$ 1,161,189**	**$3,424,567**	**$ 883,626**	**$2,376,220**	**$ 1,108,627**	**$2,007,470**	**$ 1,233,627**	**$1,507,470**	**$1,733,627**

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

SUMMARY OF APPROVED CONTRACTS AND APPLICATIONS

Combined Totals (Approved Applications Pending Notification + Approved Contracts)		FY 09		FY 10		FY 11		FY 12		FY 13	
		Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
	Approved Applications Pending Notification (Potential Impact)	$ 123,750	$ -	$2,695,239	$ -	$2,698,487	$ -	$ 453,866	$ -	$ 246,907	$ 47,448
	Approved Contracts	$ 3,069,619	$ 1,161,189	$3,424,567	$ 883,626	$2,376,220	$ 1,108,627	$2,007,470	$ 1,233,627	$1,507,470	$1,733,627
	Combined Totals	**$ 3,193,369**	**$ 1,161,189**	**$6,119,806**	**$ 883,626**	**$5,074,707**	**$ 1,108,627**	**$2,461,336**	**$ 1,233,627**	**$1,754,377**	**$1,781,075**

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY FY 09 -FY 13 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Outstanding Grant Applications

		FY 09		FY 10		FY 11		FY 12		FY 13	
Dept	Grant Title	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). *Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration and Manor Police Department).*	$ -	$ -	$ 877,234	$ -	$ -	$ 26,432	$ -	$ 26,432	$ -	$ 26,432
Criminal Justice Planning	National Initiatives:Adjudication Program (ARRA) *This grant is for 18 months of funding for an attorney and caseworker in the Mental Health Public Defender's Office. Travis County would be expected to continue this program after grant funding has ended.*	$ -	$ -	$ 150,000	$ -	$ 75,000	$ 75,000	$ -	$ 150,000	$ -	$ -
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a $1.2 million County contribution in FY 10 to complete project.		$ -	$2,207,900	$ 1,292,000		$ -		$ -		$ -
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		$ -	$2,249,447	TBD	$ 2,249,447	TBD		$ -		$ -
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from OJJDP. *Includes 2 Grant FTE and may require a $82,865 County contribution in FY 13 and the full impact of $130,350 in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.*	$ -	$ -	$ 122,222	$ -	$ 125,470	$ -	$ 130,350	$ -	$ 46,937	$ 47,448
Juvenile Probation	Juvenile Treatment Drug Court Enhancement Grant from CSAT. *Application must be submitted each year. Resources for treatment services and staff training. Full impact potential in FY 14. Dept has stated they would seek alternative funding sources and would only request General Fund dollars if other funding was unavailable.*	$ -	$ -	$ 199,820	$ -	$ 199,820	$ -	$ 199,766	$ -	$ 199,970	$ -

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Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY FY 09 -FY 13 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT APPLICATIONS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Outstanding Grant Applications

		FY 09		FY 10		FY 11		FY 12		FY 13	
Dept	Grant Title	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact	Grant Amount	Add. County Impact
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). *One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.*	$ 123,750	$ -	$ 123,750	$ -	$ 123,750	$ -	$ 123,750	$ -	$ -	$ -
		$123,750	$0	$2,695,239	$0	$2,698,487	$0	$453,866	$0	$246,907	$47,448

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐

Department/Division:	Justice and Public Safety
Contact Person/Title:	Kimberly Pierce
Phone Number:	854-4764

Grant Title:	Office of Child Representation			
Grant Period:	From:	10/1/2009	To:	9/30/2010
Grantor:	The Supreme Court of Texas, Permanent Judical Commission For Children, Youth and Families			
American Recovery and Reinvestment Act (ARRA) Grant			Yes: ☐	No: ☒

Check One:	New: ☐	Continuation: ☒	Amendment: ☐
Check One:	One-Time Award: ☒	Ongoing Award: ☐	
Type of Payment:	Advance: ☐	Reimbursement: ☒	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	***County Match***	In-Kind	**TOTAL**
Personnel:		94,187		539,690		633,877
Operating:		5,813		33,310		39,123
Capital Equipment:						0
Indirect Costs:						0
Total:	0	100,000	0	573,000	0	673,000
FTEs:						8.00

Auditor's Office Review: ☒ Staff Initials: DB

Auditor's Office Comments: _____

County Attorney's Office Contract Review: ☒ Staff Initials: JC

Performance Measures	**Projected FY 10**	**Progress To Date:**				**Projected FY 11**
Applicable Depart. Measures	**Measure**	12/31/09	3/31/10	6/31/10	9/30/10	**Measure**
Number of children in permanent managing conservatorship participating in the program						
Reduction in time to final order						

Reduction in the number of cases requesting to extend statutory deadline						

PBO Recommendation:

PBO recommends approval of this grant contract. The grant match is fully funded in the budget for Criminal Justice Planning for FY10. The match is offset with reductions in the budget for civil indigent attorney's fees. This grant may continue for one more year upon which the Commissioners Court may decide to keep the office and fully fund it through the General Fund.

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

Section 107.012 of the Texas Family Code requires a Judge to appoint an attorney ad litem to represent the interests of child in Child Protective Services (CPS) suits. This request is intended to improve compliance with the Code by recommending the establishment of a Child Public Defender Office. The new office will provide quality and consistent legal representation to children in the CPS cases using qualified attorneys who have subject area expertise, institutional knowledge and experience with CPS dockets of Travis County in child abuse and neglect cases.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases, and due to population growth. The Civil Courts requests that the Commissioners Court establishes a public defenders office that will provide children in Child Protective Services (CPS) cases with quality, efficient legal representation in child abuse and neglect cases pending in Travis County.

The activities of the Office of Child Representation are those of a small law office. They investigate their cases on behalf of their clients, conduct thorough and independent investigations of cases, conduct all court hearing, develop a theory of their client's case, attend all hearing and trials, prepare their case for appeal and draft all documents necessary for the appeal, and counsel their clients throughout the pendency of their clients case.

Additionally, they would be able to utilize the assistance of two legal secretaries and a paralegal. The Managing Attorney ensures the office provides quality services, maintains the departments budget and develop policies and procedures for the office.

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

This grant will be in its second of a three year grant with the state.

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

The grant requires a 50% county match. The department and the Commissioners Court are aware that after the three year grant period, the county will be responsible for 100% of the department's budget. Criminal Justice Planning will continue to seek alternative funding sources.

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

n/a

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

The grant does not require program continuation. However, the grant did provide start up costs. Upon termination of the grant, these funds will be requested to be continued as part of the general fund.

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

The County is required to provide indigent attorney assistance and currently allocates significant general fund dollars toward this program; this grant, as well as the larger general fund for FY2010, provides a cost effective alternative for the provision of these services.

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

This grant provides an alternative method of providing indigent attorney assistance. It is hoped that through the use of the OCR, cases will me handled in a more efficient and cost effective manner.

JUSTICE & PUBLIC SAFETY DIVISION

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

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

MEMORANDUM

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

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

From: Kimberly Pierce, Manager, Criminal Justice Planning

Date: September 18, 2009

Subject: Office of Child Representation – Notice of Grant Award

The Permanent Judicial Commission for Children, Youth and Families awarded Travis County Criminal Justice Planning a 3-year grant in FY 09 to implement an Office of Child Representation in Travis County. Funding was established at $300,000 in the initial start up year, $100,000 in the subsequent year, and $50,000 in final year. Travis County would fund the remaining budget balance for each year, and assume the full funding of the program, if they deem the program successful. In FY 2010, Travis County has committed a match of $573,000 with grant funding of $100,000.

Attached to this memorandum is the Grant Summary Sheet required by PBO.

A requirement from the Permanent Judicial Commission for Children, Youth and Families and to continue funding in FY 10, the Commission requires that the Travis County approve and sign the attached Statement of Grant Award.

Children's Commission
SUPREME COURT OF TEXAS PERMANENT JUDICIAL COMMISSION FOR CHILDREN, YOUTH AND FAMILIES

Justice Harriet O'Neill, Chair
Tina Amberboy, Executive Director

STATEMENT OF GRANT AWARD
COURT IMPROVEMENT PROGRAM
FY 2010

Grant Number: 201-10-0014
Grantee Name: Travis County
Program Title: Office of Child Representation
Grant Period: 10/1/2009-9/30/2010
Grant Award Amount: $ 100,000

The Permanent Judicial Commission for Children Youth and Families (Commission) has awarded the above-referenced grant from the Texas Court Improvement Program (CIP). The individual authorized to apply for and accept grant funds (subgrantee) must sign this Statement of Grant Award and return it to the CIP Grant Administrator. The signed Statement of Grant Award must be on file with the CIP Grant Administrator in order for the subgrantee to receive reimbursements for authorized expenditures. Funding is provided as listed below:

	Texas CIP Grant				
		Total Program	Amount of CIP Funds Awarded	Cash Match	In-Kind Match
a.	Personnel	$480,191	$71,351	$408,841	
b.	Fringe Benefits	$153,685	$22,836	$130,849	
c.	Travel	$14,000	$2,080	$11,920	
d.	Equipment				
e.	Supplies	$14,624	$2,173	$12,451	
f.	Contractual	$10,500	$1,560	$8,940	
g.	Construction	$0	$0	$0	
h.	Other	$0	$0	$0	
i.	**Total Direct Charges (sum a-h)**	$673,000	$100,000	$573,001	
j.	Indirect Charges	$0			
k.	**Totals**	$673,000	$100,000	$573,001	

P.O. Box 12248 • Austin, Texas 78701 • (512) • 463-9352 • Fax (512) 463-8854
www.supreme.courts.state.tx.us

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By their signature, the subgrantee agrees to the following:

Standard Grant Conditions:

- To accept the grant award.
- The Subgrantee below agrees to the terms of the grant as written in the CIP Program Instructions issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- To abide by all terms and conditions as stated in the Award Activities (attached) issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- That a violation of any term of the Award Activities, CIP Program Instructions or any applicable OMB Circular may result in the CIP Grant Administrator placing a temporary hold on grant funds, and subject to Commission approval, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement is subject to the availability of funds, and disbursed quarterly on a reimbursement basis unless otherwise stated in the subgrantee's Award Activities.

Signature of Subgrantee	Signature of Grant Administrator
Samuel T. Biscoe, Constitutional County Judge Name & Title (must print or type)	Bryan Wilson, Grants Manager Name & Title (must print or type)
Travis County Name of Organization	Date
Date	

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Grant Certifications:

Last Updated 9-24-09 at 3:19pm

CIP is required to ensure that all CIP subgrantees certify to the best of their knowledge and belief that the subgrantee will comply with the certifications listed below:

Certification Regarding Lobbying

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The subgrantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the subgrantee is unable to certify to the statement above, such subgrantee shall attach an explanation to this proposal.

Certification Regarding Environmental Tobacco Smoke

Public Law 103227, the Pro Children Act of 1994, prohibits smoking in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly to provide health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in a fine of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Additional Certifications

Applicant understands that CIP grants awarded to a governmental entity are governed by OMB Circular A-87 and that CIP grants awarded to a non profit organization are governed by OMB Circular A-110.

Applicant understands that CIP funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Applicant understands that CIP funds are paid on a reimbursement basis and must be supported by appropriate documentation.

Applicant understands that funding is subject to approval by the Commission.

Applicant understands that projects funded by CIP must involve meaningful and on-going collaboration of local or statewide stakeholders.

Subgrantee certifies to all of the above

_____

Signature

JB

AWARD ACTIVITIES

Grant Fund Category Requested: ☒ **New** ☐ **Continued**

Subgrantee

Name: Samuel T. Biscoe

Title: Constitutional County Judge

Organization: Travis County, Texas

Address: 314 West 11th Street, Suite 520

Austin, Texas 78701

Phone: 512-854-9555

Fax: 512-854-9535

E-mail: sam.biscoe@co.travis.tx.us

Requestor is designated as a(n):

☐ State Agency ☐ Non-Profit Organization

☒ Unit of Local Government ☐ Educational Institution

☐ Other (describe): _____

Program Type Requested: ☒ **Basic Program** ☐ **Data** ☐ **Training**

Program Title: Office of Child Representation

1. **Program Issue or Problem:**

This program is submitted to improve compliance with Tex. Family Code § 107.012 by providing early, consistent legal representation to children by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Tex. Family Code §107.012.

Travis County has been seeing an increase in the number of Child Protective Service Abuse and Neglect cases entering the system in the County. Texas Family Code §107.012 requires the Court to appoint counsel for each child who is the subject of a petition filed by a governmental entity in which conservatorship or termination of parental rights is requested. These cases require consistent legal representation by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should assist in providing safety, permanency, and well-being outcomes for the children, and improve overall efficiency of the court process.

Historically, the growth in the number of Child Protective Service Abuse and Neglect cases has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth. Listed below is the total number of cases that required child representation in Travis County from 2004 through 2007:

	Total Number of Child Cases
Fiscal Year 2004	483
Fiscal Year 2005	492
Fiscal Year 2006	551
Fiscal Year 2007	487

These cases have had the following estimated fiscal impact on the County:

	Child Costs
Fiscal Year 2004	$ 723,837
Fiscal Year 2005	$ 689,367
Fiscal Year 2006	$ 810,328
Fiscal Year 2007	$ 779,730

** Through March of Fiscal Year 2008, expenditures for child representation is $414,630.*

The Office of Child Representation (OCR) in CPS cases provides quality, efficient legal representation for children in child abuse and neglect cases pending in Travis County.

The funds requested would provide continued funding for part of the costs of a larger Office of Child Public Defender.

By improving access to highly qualified legal services in this difficult area of law, the program should improve outcomes for children, and improve the overall efficiency of the court process.

This Office will have the following benefits:

- improved quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney.
- development of institutional resources and subject-area expertise.
- trained support professionals.

The Office of Child Representation is a small law office. The attorneys on staff will:

- investigate cases on behalf of their clients;
- conduct thorough and independent investigations of their clients' cases, conduct discovery and respond to discovery;
- file pleadings and respond to pleadings, prepare for all court hearings, mediations, and trials and develop a theory of each client's case;
- meet with each client prior to each hearing or ask for an exception in accordance with the Texas Family Code107.004(d);
- visit each client's placement at least once;
- ensure their client is involved in their case planning, if age appropriate;
- as appropriate, attend CPS family group conferences, family team meetings, and case planning meetings of which the attorney has notice, statutory hearings and other hearings of which the attorney has notice, mediations, and trials;
- ensure all clients attend each permanency hearing unless excused by court order and ensure all clients age four and older are given the opportunity to meet with the judge privately, if the child so desires and if the court determines it is in the best interest of the child;;

- prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Through this grant, Travis County has leveraged County General Fund and grant resources in the creation of this new office.

2. **Program Objective:**

Goals for the office are to:

- To provide legal counsel as lead attorney for approximately 400 Abuse and neglect cases for the office as a whole. For this purpose, each child counts as a case.
- For all attorneys employed by the OCR to attend at least 8 hours of CLE each year on abuse and neglect related topics.

These objectives for the grant would be achieved by June 8, 2009.

3. **Activities:**

The County will maintain an office of child representation consistent with county purchasing, HR, and departmental operating policies. The County will determine the best way to organize the management of this office, consistent with the sound practice of law and in coordination with the needs of the judiciary. An oversight committee was formed to provide operational oversight and guidance to the OCR and to resolve any conflicts of interest that may occur between the OCR and the Office of Parental Representation. (OPR) This Committee will consist of: (1) two County Commissioners or their appointees, (2) two Civil Judges, (3) one private attorney with a background in CPS cases, and (4) one representative of the Texas Department of Family and Protective Services. This Committee was established and continues to provide oversight through regular oversight meetings.

The Oversight Committee meets as needed (at least twice per year) on issues affecting the OCR and the OPR. The Oversight Committee will also participate in an informal annual evaluation of the OCR and the OPR.

The OCR staff slots include a managing attorney, 3 staff attorneys, a paralegal, two legal secretaries, and social worker. The managing attorney was hired on February 23, 2009. Since that time, the following staff members have been hired: 2 staff attorneys (hired in May and June, 2009) and 2 legal secretaries (one in May 2009, one in July 2009). The Managing Attorney may adjust salaries or determine other positions are more appropriate to meet the needs of representation.

The OCR has developed a Policies and Procedures Manual that includes office operations and best practices for case management. These policies and procedures will continue to be refined as the office matures. There is a policy concerning the way to resolve any conflicts of interest that may arise between the OCR & the OPR.

OCR is appointed to cases by the Court in accordance with the Texas Family Code's statutory requirement to appoint counsel for the child immediately after the filing of the petition, but before the full adversary hearing. The OCR took its first case on June 8, 2009.

The OCR plans to conduct no fewer than 4 trainings on issues of abuse and neglect before June 8, 2010.

In addition to progress reports required by the CIP grant, the County will contract with a professional evaluation agency or establish an MOU with a public or private higher education agency to conduct an evaluation of the outcomes and efficiency of the establishment of this office. The results will be provided to the Travis County Commissioners Court and to CIP.

4. **Method of Evaluation:**

This grant requires progress reports to provide information on the effectiveness of the program. The CIP grant administrator will work with the subgrantee to construct a progress report that best reflects the actual work being performed in this program and is consistent with the FY2010 application The program performance of the OCR will be evaluated through CIP Program Monitoring by the CIP Grant Administrator and an informal assessment of the Office by the oversight committee, which will measure:

Grant implementation milestones (i.e., finding office location, hiring Chief, support staff, etc.) for which implementation have been met.

The number of cases referred to the grant funded position to ensure that number meets the expectations of the grant.

A survey of District Court Judges & Masters showing how they rate the attorneys appointed to abuse and neglect cases. The goal is to have 80% of the judges rate the attorneys' representation as "satisfactory" or better.

The percentage of OCR attorneys assigned to abuse and neglect cases who have completed at least 8 hours of CLE each year on specialized training applicable to abuse and neglect cases. The goal is be 100% compliance.

This impact will be assessed by comparing the cost per case of cases handled by the OCR with a historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the OCR.

5. **Future Funding:**

This grant is intended to support the creation of a larger OCR program by leveraging County General Fund dollars along with CIP grant funds to allow for an expedited execution of the program. It is the intent of the County to make a good faith effort to continue the programming during all years the project receives any funding from the CIP, and after the grant expires.

Travis County will also pursue alternative funding sources, including grants from private foundations and/or other state/federal government grants available for representation of children in abuse and neglect cases.

6. **Budget Narrative** (Include information on match)**:**

This grant would provide a percentage of the total outlay up to $300,000 for the creation and operation of the Office for Child Representation. The budget categories below are for the operation of the department.

$263,890 – Personnel - Managing attorney, 3 staff attorneys, 1 paralegal, 1 social worker and 2 legal secretaries

$84,924 – Estimated Travis County Fringe

$5,700 – Travel (and Training) expenses for the attorneys and staff

$93,375 – Equipment - Furniture, computers and other electronic equipment

$9,385 – Supplies – General cost associated with office operations (telephone, office supplies, subscriptions, licenses, membership, etc.)

$10,500 – Contractual - Program evaluation and other contractual (e.g., investigator, process server, interpreter))

Budget

	Texas CIP Grant				
		Total Program	Amount of CIP Funds Requested	Cash Match	In-Kind Match
a	Personnel	$480,191	$71,351	$408,841	
b	Fringe Benefits	$153,685	$22,836	$130,849	
c	Travel	$14,000	$2,080	$11,920	
d	Equipment				
e	Supplies	$14,624	$2,173	$12,451	
f.	Contractual	$10,500	$1,560	$8,940	
g	Construction	$0	$0	$0	
h	Other	$0	$0	$0	
i	**Total Direct Charges (sum a-h)**	$673,000	$100,000	$573,001	
j	Indirect Charges	$0			
k	**Totals**	$673,000	$100,000	$573,001	

Requested Grant Period: The Grant becomes effective October 1, 2009, and ends September 30, 2010 unless terminated or otherwise modified.

Required Program Reports: The sub-grantee shall submit an annual program report on November 15, 2010.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐

Department/Division:	Justice and Public Safety
Contact Person/Title:	Kimberly Pierce
Phone Number:	854-4764

Grant Title:	Office of Parent Representation			
Grant Period:	From:	10/1/2009	To:	9/30/2010
Grantor:	The Supreme Court of Texas, Permanent Judical Commission For Children, Youth and Families			
American Recovery and Reinvestment Act (ARRA) Grant			Yes: ☐	No: ☒

Check One:	New: ☐	Continuation: ☒	Amendment: ☐
Check One:	One-Time Award: ☒	Ongoing Award: ☐	
Type of Payment:	Advance: ☐	Reimbursement: ☒	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	*County Match*	In-Kind	**TOTAL**
Personnel:		90,075		516,127		606,201
Operating:		9,925		56,873		66,799
Capital Equipment:						0
Indirect Costs:						0
Total:	0	100,000	0	573,000	0	673,000
FTEs:						8.00

Auditor's Office Review: ☒ Staff Initials: DB

Auditor's Office Comments: ____

County Attorney's Office Contract Review: ☒ Staff Initials: JC

Performance Measures	**Projected FY 10**	**Progress To Date:**				**Projected FY 11**
Applicable Depart. Measures	**Measure**	12/31/09	3/31/10	6/31/10	9/30/10	**Measure**
Number of clients served per attorney.	TBD					TBD
Number of incarcerated parents serviced with notice.	TBD					TBD
Reduction in time to resolve cases.	TBD					TBD
Reduction in time to serve incarcerated parents.	TBD					TBD

PBO Recommendation:

PBO recommends approval of this grant contract. The grant match is fully funded in the budget for Criminal Justice Planning for FY10. The match is offset with reductions in the budget for civil indigent attorney's fees. This grant may continue for one more year upon which the Commissioners Court may decide to keep the office and fully fund it through the General Fund.

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

This new public defenders office for parental representation in Child Protective Services (CPS) cases provides quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County. This request is intended to improve compliance with Section 107.013 of the Texas Family Code by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying appropriate outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in civil indigent attorney costs has largely been driven upward by an increase in the number and complexity of cases in addition to the ever increasing population growth.

The Civil Courts request that Commissioners Court continue funding a public defenders office for parental representation in CPS cases that would provide quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The activities of the Office of Parental Representation would be those of a small law office. The attorneys on staff would investigate cases on behalf of their clients, conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery, file pleadings and respond to pleadings, prepare for all court hearings, develop a theory of their client's case, attend all hearings and trials, prepare their cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Additionally, they would be able to utilize the assistance of an office specialist, a legal secretary, a paralegal and social worker as needed. Attorneys would maintain case statistics for evaluation and continuing improvement of their court related processes. The managing public defender would periodically compile, evaluate, and report on performance measures with recommendations for improvements in efficiency that do not sacrifice quality representation. The attorney would receive continuing legal education in the area of child abuse and neglect.

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

This grant will be in its second of three year grant with the State.

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

The grant requires a 50% match. This match met by applying a portion of the General Fund commitment to the overall Office of Parental Representation. No additional funds, outside of the FY 2010 budget request are required to support this grant.

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

Indirect costs are not part of the grant. The grant is off setting the costs of a larger budget proposal.

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

The grant does not require program continuation. However, this grant provided start-up costs for a larger Office of Parental Representation. On termination of the grant, these funds will be requested to be continued as part of the General Fund. Efforts will be made to find additional funding from additional grants, if possible to support the program.

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

The County is required to provide indigent attorney assistance and currently allocates significant General Fund dollars toward this program, this grant as well as the larger general fund FY 2010 request, provides a cost effective alternative for the provision of these services.

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

This grant and the larger program request provides an alternative method of providing indigent attorney assistance. It is hoped that through the use of a public defender office, cases can be handled in a more efficient manner.

JUSTICE & PUBLIC SAFETY DIVISION

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

Criminal Justice Planning
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Counseling & Education Services
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Juvenile Public Defender
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(512) 854-4128

MEMORANDUM

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

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

From: Kimberly Pierce, Manager, Criminal Justice Planning

Date: September 18, 2009

Subject: Office of Parent Representation – Notice of Grant Award

The Permanent Judicial Commission for Children, Youth and Families awarded Travis County Criminal Justice Planning a 3-year grant in FY 09 to implement an Office of Parent Representation in Travis County. Funding was established at $300,000 in the initial start up year, $100,000 in the subsequent year, and $50,000 in final year. Travis County would fund the remaining budget balance for each year, and assume the full funding of the program, if they deem the program successful. In FY 2010, Travis County has committed a match of $573,000 with grant funding of $100,000.

Attached to this memorandum is the Grant Summary Sheet required by PBO.

A requirement from the Permanent Judicial Commission for Children, Youth and Families and to continue funding in FY 10, the Commission requires that the Travis County approve and sign the attached Statement of Grant Award.

Children's Commission
SUPREME COURT OF TEXAS PERMANENT JUDICIAL COMMISSION FOR CHILDREN, YOUTH AND FAMILIES

Justice Harriet O'Neill, Chair
Tina Amberboy, Executive Director

STATEMENT OF GRANT AWARD
COURT IMPROVEMENT PROGRAM
FY 2010

Grant Number:	201-10-0015
Grantee Name:	Travis County
Program Title:	Office of Parent Representation
Grant Period:	10/1/2009-9/30/2010
Grant Award Amount:	$ 100,000

The Permanent Judicial Commission for Children Youth and Families (Commission) has awarded the above-referenced grant from the Texas Court Improvement Program (CIP). The individual authorized to apply for and accept grant funds (subgrantee) must sign this Statement of Grant Award and return it to the CIP Grant Administrator. The signed Statement of Grant Award must be on file with the CIP Grant Administrator in order for the subgrantee to receive reimbursements for authorized expenditures. Funding is provided as listed below:

	Texas CIP Grant				
		Total Program	Amount of CIP Funds Awarded	Cash Match	In-Kind Match
a.	Personnel	$456,991	$67,904	$389,087	
b.	Fringe Benefits	$149,211	$22,171	$127,040	
c.	Travel	$11,000	$1,634	$9,366	
d.	Equipment	$0	$0	$0	
e.	Supplies	$41,798	$6,211	$35,587	
f.	Contractual	$14,000	$2,080	$11,920	
g.	Construction	$0	$0	$0	
h.	Other	$0	$0	$0	
i.	**Total Direct Charges (sum a-h)**				
j.	Indirect Charges	$0			
k.	**Totals**	$673,000	$100,000	$573,000	

By their signature, the subgrantee agrees to the following:

Standard Grant Conditions:

- To accept the grant award.
- The Subgrantee below agrees to the terms of the grant as written in the CIP Program Instructions issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- To abide by all terms and conditions as stated in the Award Activities (attached) issued by CIP and incorporated into this Statement of Grant Award by reference for all purposes.
- That a violation of any term of the Award Activities, CIP Program Instructions or any applicable OMB Circular may result in the CIP Grant Administrator placing a temporary hold on grant funds, and subject to Commission approval, permanently de-obligating all or part of the grant funds, requiring reimbursement for funds already spent, or barring the organization from receiving future grants.
- Disbursement is subject to the availability of funds, and disbursed quarterly on a reimbursement basis unless otherwise stated in the subgrantee's Award Activities.

Signature of Subgrantee	Signature of Grant Administrator
Samuel T. Biscoe, Constitutional County Judge	Bryan Wilson, Grants Manager
Name & Title (must print or type)	Name & Title (must print or type)
Travis County	
Name of Organization	Date
Date	

CIP is required to ensure that all CIP subgrantees certify to the best of their knowledge and belief that the subgrantee will comply with the certifications listed below:

Certification Regarding Lobbying

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

(1) The subgrantee certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) If the subgrantee is unable to certify to the statement above, such subgrantee shall attach an explanation to this proposal.

Certification Regarding Environmental Tobacco Smoke

Public Law 103227, the Pro Children Act of 1994, prohibits smoking in any portion of any indoor facility owned, leased or contracted for by an entity and used routinely or regularly to provide health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in a fine of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

Additional Certifications

Applicant understands that CIP grants awarded to a governmental entity are governed by OMB Circular A-87 and that CIP grants awarded to a non profit organization are governed by OMB Circular A-110.

Applicant understands that CIP funds expended must be reasonable and necessary to carry out the objectives of the program for which funding is sought.

Applicant understands that CIP funds are paid on a reimbursement basis and must be supported by appropriate documentation.

Applicant understands that funding is subject to approval by the Commission.

Applicant understands that projects funded by CIP must involve meaningful and on-going collaboration of local or statewide stakeholders.

Subgrantee certifies to all of the above

_____

Signature

AWARD ACTIVITIES

Grant Fund Category Requested: ☒ New ☐ Continued

Subgrantee

Name: Samuel T. Biscoe

Title: Constitutional County Judge

Organization: Travis County, Texas

Address: 314 West 11th Street, Suite 520

Austin, Texas 78701

Phone: 512-854-9555

Fax: 512-854-9535

E-mail: sam.biscoe@co.travis.tx.us

Requestor is designated as a (n):

☐ State Agency ☐ Non-Profit Organization

☒ Unit of Local Government ☐ Educational Institution

☐ Other (describe): _____

Program Type Requested: ☒ **Basic Program** ☐ **Data** ☐ **Training**

Program Title: Office of Parental Representation

1. **Program Issue or Problem:**

This program is submitted under section 2.1 of the Court Improvement Project, intended to improve compliance with Tex. Family Code § 107.013 by providing early, consistent legal representation to indigent primary parents by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS dockets of Travis County and monitor the fiscal impact of Tex. Family Code § 107.013.

Travis County has been seeing an increase in the number of Child Protective Service Abuse and Neglect cases entering the system in the County. Many of the parents are indigent and require court appointed counsel. However these cases require consistent legal representation by attorneys who have subject area expertise, institutional knowledge, and experience with the CPS docket in Travis County. By improving access to highly qualified legal services in this difficult area of law, the program should increase parent participation in identifying safety, permanency, and well-being outcomes for the children, improve outcomes for their children, and improve overall efficiency of the court process.

Historically, the growth in the number of Child Protective Service Abuse and Neglect cases has largely been driven upward by an increase in the number and complexity of cases in addition to

the ever increasing population growth. Listed below is the Total Number of cases that required indigent parent representation in Travis County from 2004 through 2007:

	Total Number of Primary Parent Cases
Fiscal Year 2004	402
Fiscal Year 2005	450
Fiscal Year 2006	461
Fiscal Year 2007	557

These cases have had the following estimated fiscal impact on the County:

	Primary Parent Costs *(Both Mothers and Fathers)*
Fiscal Year 2004	$ 584,066
Fiscal Year 2005	$ 601,681
Fiscal Year 2006	$ 600,012
Fiscal Year 2007	$ 754,569

** Through March of Fiscal Year 2008, expenditures for primary parent representation is $445,151.*

The Travis County Office of Parental Representation provides quality, efficient legal representation for primary parents in child abuse and neglect cases pending in Travis County.

The funds will provide continued funding for part of the costs of a larger public defenders office for parental representation.

By improving access to highly qualified legal services in this difficult area of law to the least served in our community, the office increases parent participation in identifying appropriate outcomes for their children, and improves the overall efficiency of the court process.

This Office has the following benefits:

- improves quality and consistency of representation due to smaller number of more qualified attorneys with a supervising attorney.
- improves the quality of representation by allowing parents to be appointed legal counsel earlier in the child welfare case.
- improves outcomes for families because of the active involvement of the OPR social worker working with the family to bridge the gap between community resources and services the parents need to be safe parents and self sufficient members of our community.
- office has already and will continue to develop institutional resources and subject-area expertise.
- office has hired and will maintain trained support professionals.
- Office will also utilize other community resources such as social work interns and paralegal interns to help provide additional needed services to the parents served by the OPR.

The Office of Parental Representation is a small law office. The attorneys on staff:

- investigate cases on behalf of their clients;

- conduct thorough and independent investigations of their client's cases, conduct discovery and respond to discovery;
- meet with their clients regularly, and prior to each hearing;
- encourage regular communication with clients so the parent is informed about their case and any associated developments of their case;
- advocate for needed services for clients as identified by the parent and the OPR social worker;
- advocate for frequent visitations with parents and children who are removed, because the ability to visits is shown to be a good indicator of actual reunification and the success of said reunifications;
- advocate for unsupervised visits as appropriate;
- work diligently with the parent clients to identify family, absent parents and symbolic relatives with the theory being engagement of the entire family and support network for the parent client early in the case helps secure stability for the parents and helps ensure a level of accountability so as to safeguard the safety, permanency and well being of the child once reunification is achieved;
- ensure their clients understand the case planning process and are actively involved in their case planning;
- protects the legal rights of parents by filing pleadings and responding to pleadings, preparing for all court hearings, mediations, and trials, and by develop a theory of their client's case early on with revisions being made as appropriate.
- as appropriate, attend CPS family group conferences, family team meetings, and case planning meetings of which the attorney has notice, statutory hearings and other hearings of which the attorney has notice, mediations, and trials;
- attend all hearings and trials;
- prepare cases for appeal and draft all documents necessary for an appeal, and counsel their clients throughout the pendency of their client's case.

Through this grant, the County will leverage General Fund and Grant resources to begin to implement the creation of this new office starting in October of 2008.

2. **Program Objective:**

Goals for the office would be:

- To provide legal counsel as lead attorney for approximately 400 Abuse and neglect cases for the office as a whole and 100 cases for the grant funded position.
- ***Caseloads***

On May 29, 2009, the OPR accepted their first case. Currently the OPR has 21 clients; case assignments were as of follows:

May 29, 2009	3 cases on the docket available	3 cases accepted
June 1, 2009	2 cases available	2 cases accepted
June 5, 2009	No cases available	0 cases accepted
June 8, 2009	No cases available	0 cases accepted
June 12, 2009	3 cases available	4 cases accepted
	1 case accepted was via a Motion of Substitution.	
June 15, 2009	2 cases available	3 cases accepted
	1 case was assigned in court from Gallery.	

June 22, 2009	1 case available	1 case accepted
June 26, 2009	4 cases available	4 cases accepted
June 29, 2009	2 cases available	2 cases accepted
July 3, 2009	2 cases available	2 cases accepted
July 8, 2009	0 cases available	1 case accepted
	19 available cases	22 cases accepted

Of the 22 cases accepted, 1 case has already been dismissed on the merits. This case was filed under Chapter 262 of the Family Code, seeking removal of the child.

Of the remaining 21 cases, 3 were filed under Chapter 262 of the Family Code, seeking removal of the children and remained as removals with the Department being named Temporary Managing Conservator.

Of the remaining 18 cases, 4 were filed under Chapter 262 of the Family Code, seeking removal of the children and were instead made to be Court Ordered Services under Chapter 264 of the Family Code, meaning the children remained with parents.

Of the remaining 14 cases, 7 were filed under Chapter 264 of the Family Code, seeking parental participation in Court Ordered services while the children remained in the home.

Of the remaining 7 cases, the OPR was either appointed at the Status Hearing or the Permanency Hearing, where the conservatorship had already been decided.

- For all attorneys employed by the PDO-PR to attend at least 8 hours of CLE each year on Abuse and Neglect related topics.
  - Staff Education/Training to date.
    - March, 2009- OPR Managing Attorney attended "Dealing with Difficult Employees", training sponsored by Travis County. Training Hours-1.5.
    - March, 2009-OPR Managing Attorney attended "Harassment Prevention", training sponsored by Travis County. Training Hours -2.5.
    - May, 2009- All OPR attorneys attended the first annual ABA Continuing Legal Education Conference on "Improving Representation of Parents in Child Welfare Cases". Training Hours- 12.5
    - May, 2009- OPR Managing Attorney attended the ABA sponsored "National Conference on Children and the Law: Representing your Client and Advocating". Training Hours- 10.0
    - June 2009- All OPR staff attended an OPR sponsored CLE "Substance Abuse v. Substance Dependence: How to Advocate for Parent Clients in Child Welfare Cases with Substance Abuse Treatment Needs". Training Hours -2.0.
    - June 2009- All OPR staff except for the Administrative Associate attended the NACC, (National Association of Counsel for Children) sponsored CLE, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 8.5. The Managing Attorney presented at the CLE as it related to representing parents in these cases.
    - June 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE- San Antonio, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 9.0.
    - July 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE-

Beaumont, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 9.0.

- July 2009- The OPR Managing Attorney presented at the NACC, (National Association of Counsel for Children) sponsored CLE- Houston, "The Abuse and Neglect Case: A Practitioner's Guide". Training Hours 9.0.

These objectives for the grant would be achieved by September 30th 2009.

3. **Activities:**

The county will establish and maintain an office of parental representation consistent with county purchasing, HR, and departmental operating policies. The county will determine the best way to organize the management of this office consistent with the sound practice of law and in coordination with the needs of the judiciary. The county has established said Office of Parental Representation (OPR). The office was established in October, 2008.

An oversight committee would be formed to provide operational oversight & guidance to the OPR and to resolve any conflicts of interest that may occur between the OPR and the Public Defenders Office of Child Representation. (OCR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; and (4) one representative of the Texas Department of Family and Protective Services. This Committee would be established by October 2008. This Oversight Committee was formed in October, 2008.

This committee would meet as needed but at least twice per year on issues affecting the OPR and the OCR, as well as participate in an informal annual evaluation of the OCR and the OPR.

The county would employ a managing attorney, and three (3) staff attorneys as well as a paralegal, a legal secretary, an office specialist, and a social worker. The managing attorney would be hired by November 2008. The first official day of work for the Managing Attorney for the OPR was February 9, 2009.

The remainder of the positions would be filled by the managing attorney as soon as possible. The Chief PD once hired may adjust salaries or determine other positions are more appropriate to meet the needs of representation. As of June 12, 2009 all staff positions in the OPR are filled. The OPR staff is made of the Managing Attorney; (3) staff attorneys; a Social Worker; a Paralegal; a Legal Secretary; and an Administrative Associate.

Using the standards to be established by the Public Defender's Office in Travis County, the PDO-PR would develop written policies and procedures for the office that will govern the operations of the PDO-PR. These policies would include how any conflicts of interest between the PDO-PR & the PDO-CR would be resolved. The Office of Parental Representation has in place a written policy and procedure manual that was effective May 29, 2009. This manual includes, but is not limited to written policies regarding caseload management and conflict policies.

CPS cases would be referred to the PDO-PR based on the method currently in place to establish indigence in the Civil Courts to receive Court appointed Counsel. The Office of Parental Representation currently receives referrals from the Court, other community agencies and the public at large.

The present process typically is once a parent appears in Court for the first time after service of process, the parent fills out an affidavit requesting a court appointed counsel and provides

information regarding their assets, liabilities, number of dependents, and any government assistance that they receive. Upon review of this information, if the parent is at 150 percent of the federal poverty guideline, the Court appoints them an attorney as soon as practicable and provides them with the name, address, and phone numbers for their legal counsel. The OPR will not be part of the indigence determination process. The Court has provided the Office of Parental Representation with the formula for determining indigency and has granted limited authority to the Managing Attorney of the Office of Parental Representation to make an initial determination of indigence with the understanding that the said determination is subject to judicial review. An added assessment would have to be made by the OPR regarding whether a conflict of interest exists that would preclude the appointment of the OPR. If such a conflict exists then a private attorney on the Court's appointment list would be appointed for the parent instead of the OPR.

In addition to progress reports required by the CIP grant, the county will contract with a professional evaluation agency or establish an MOU with a public of private higher education agency to conduct an evaluation of the outcomes and efficiency of the establishment of this office. The results will be provided to the Commissioners Court and CIP. Kimberly Pierce with Criminal Justice Planning is addressing this matter with Travis County Purchasing Department as well.

4. **Method of Evaluation:**

This grant requires progress reports to provide information on the effectiveness of the program. The CIP grant administrator will work with the subgrantee to construct a progress report that best reflects the actual work being performed in this program and is consistent with the FY2009 application. The program performance of the grant funded portion of the OPR will be evaluated through a CIP Program Monitoring by the CIP Grant Administrator and an informal assessment of the Office by the oversight committee, which will measure:

Grant implementation milestones (i.e., finding office location, hiring Chief, support staff, etc.) for which implementation have been met.

The number of cases referred to the grant funded position to ensure that number meets the expectations of the grant. While currently, the Office of Parental Representation only has 22 active cases, the total number of new Child Welfare Cases in Travis County for June 2009 was 29.

A survey of District Court Judges and Associate Judges showing how they rate the attorneys appointed to abuse and neglect cases. The goal will be to have 80% of the judges rate the attorneys' representation as "satisfactory" or better.

The percentage of PD counsel assigned to abuse and neglect cases that have completed at least 8 hours of CLE each year on specialized training applicable to abuse and neglect cases. The goal would be 100% compliance by September 30, 2009.

The impact will be assessed by comparing the cost per case of cases handled by the OPR with a historical average cost per case and by comparison to current court appointed abuse and neglect cases not represented by the OPR.

5. **Future Funding:**

This grant is intended to support the creation of a larger OPR program by leveraging General Fund dollars along with CIP grant funds to allow for an expedited execution of the program. It is the intent of the county to make a good faith effort to continue the programming during all years the project receives any funding from the CIP and after the grant expires.

Last Updated 9-24-09 at 3:19pm

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RECEIVED
COMMISSIONERS COURT OFFICE
09 SEP 23 AM 11:12

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Voting Session: **September 29, 2009**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (ext. 9106)

Request by the Pulmonary Hypertension Association and Liza Roberts to waive or reduce the rental fees for the Exposition Center Arena on November 7, 2009 for the Travis County Phun Walk for a Cure

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.

Last Updated 9-24-09 at 3:19pm

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Travis County Commissioners Court Agenda Request

Voting Session September 29, 2009 (Date) Work Session _____ (Date)

I. Request made by:

Roger A. El-Khoury, M.S., P.E., Director, Facilities Mgmt. Phone # 854-9555
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 $800,560.49, for the period of September 11, 2009 to September 17, 2009.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

A. Backup memorandum is attached.

B. Affected agencies and officials.

Dan Mansour	854-9499
Susan Spataro	854-9125
Rodney Rhoades	854-9106

2009 SEP 22 AM 9:39
PERSONNEL

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)

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 23 AM 8:42

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	September 29, 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:	September 11, 2009 to September 17, 2009
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$800,560.49
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 $800,560.49.

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

SEPTEMBER 11, 2009 TO SEPTEMBER 17, 2009

-

Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.

Page 2. Chart of Weekly Reimbursements Compared to Budget

Page 3. Paid Claims Compared to Budgeted Claims

Page 4. 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.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

Last Updated 9-24-09 at 3:19pm

DATE: September 29, 2009
TO: Susan Spataro, County Auditor
FROM: Dan Mansour, Risk Manager
COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:
FROM: September 11, 2009
TO: September 17, 2009

REIMBURSEMENT REQUESTED: $ 800,560.49

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,305,632.13
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 22, 2009	$	(505,071.81)
	$	-
Adjust to balance per UHC	$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	$	800,560.49
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	$	800,560.49

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

All claims over $25,000 (2 this week totaling $57,073.00) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under $25,000 ($114,866.43) 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 $82,585.57.

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.

Dan Mansour 9-21-09
Dan Mansour, Risk Manager Date

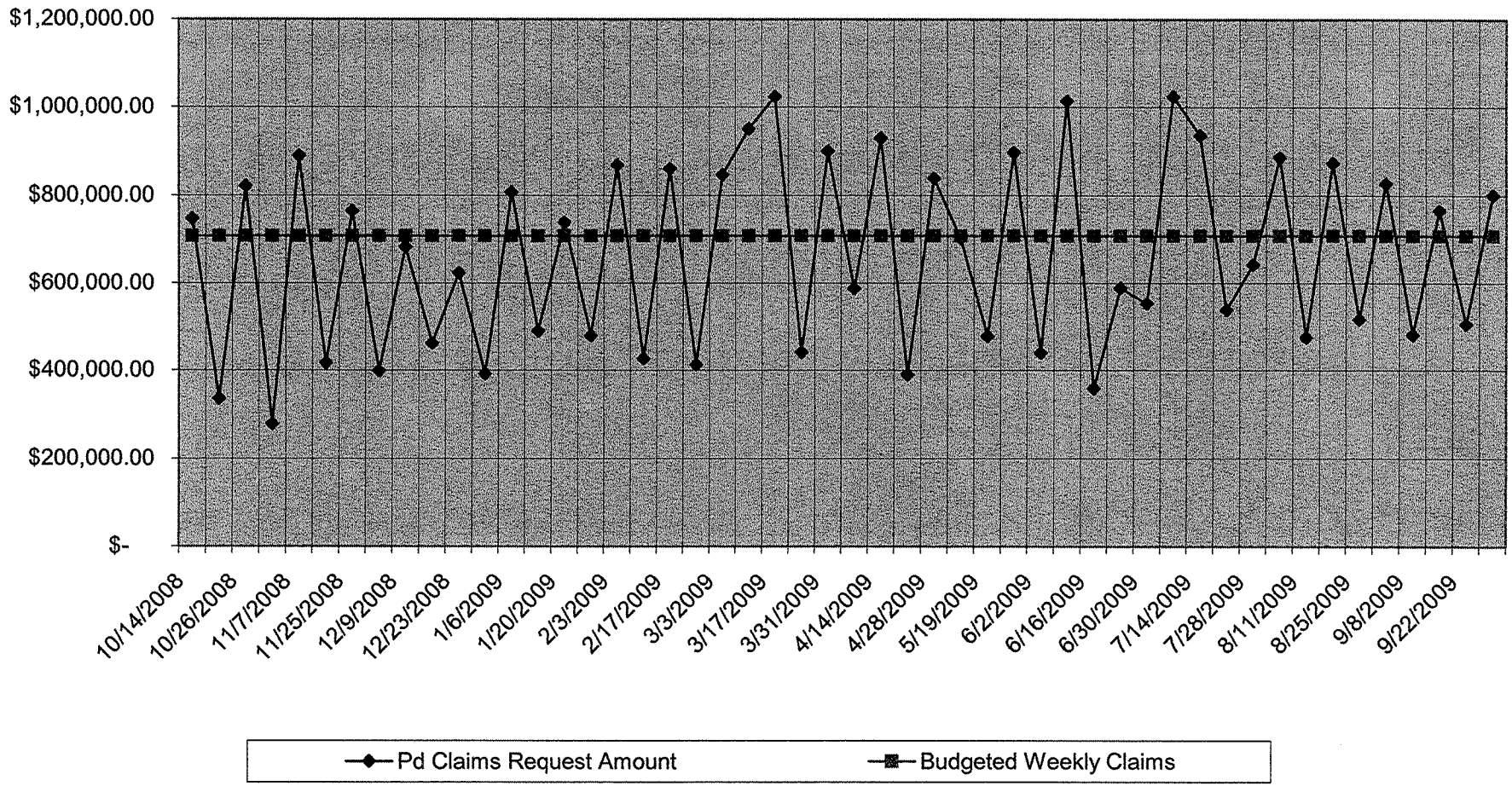
Cindy Purinton 9-21-09
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 9/21/09
Norman McRee, Financial Analyst Date

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

Last Updated 9-24-09 at 3:19pm

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



TRAVIS COUNTY EMPLOYEE BENEFIT PLAN
FY09 WEEKLY PAID CLAIMS VS WEEKLY BUDGETED AMOUNT

Last Updated 9-24-09 at 3:19pm

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	29333.31
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
2/27/09-3/5/09	3/17/2009	$ 1,023,376.00	$ 708,314.75	4	$ 379,043.29
3/6/09-3/12/09	3/24/2009	$ 440,272.63	$ 708,314.75	1	$ 37,840.14
3/13/09-3/19/09	3/31/2009	$ 899,860.53	$ 708,314.75	3	$ 101,988.57
3/20/09-3/26/09	4/7/2009	$ 586,930.54	$ 708,314.75	4	$ 176,607.27
3/27/09-4/2/09	4/14/2009	$ 929,174.88	$ 708,314.75	3	$ 147,837.16
4/3/09-4/9/2009	4/21/2009	$ 389,720.20	$ 708,314.75	0	$ -
4/10/09-4/16/09	4/28/2009	$ 838,227.39	$ 708,314.75	1	$ 133,806.69
4/24/09-4/30/09	5/12/2009	$ 701,327.76	$ 708,314.75	2	$ 88,216.00
5/1/09-5/7/09	5/19/2009	$ 477,613.64	$ 708,314.75	1	$ 32,510.00
5/8/09-5/14/09	5/26/2009	$ 897,124.15	$ 708,314.75	4	$ 128,854.65
5/15/09-5/21/09	6/2/2009	$ 439,358.39	$ 708,314.75	2	$ 124,232.04
5/22/09-5/28/09	6/9/2009	$ 1,013,698.31	$ 708,314.75	6	$ 269,038.76
5/29/09-6/4/09	6/16/2009	$ 358,482.12	$ 708,314.75	3	$ 108,717.80
6/5/09-6/11/09	6/23/2009	$ 588,414.70	$ 708,314.75	1	$ 73,953.50
6/12/09-6/18/09	6/30/2009	$ 552,669.33	$ 708,314.75	2	$ 120,205.56
6/19/09-6/25/09	7/7/2009	$ 1,023,641.46	$ 708,314.75	3	$ 262,112.30
6/26/09-7/2/09	7/14/2009	$ 935,349.68	$ 708,314.75	3	$ 11,992.87
7/3/09-7/9/09	7/21/2009	$ 537,585.76	$ 708,314.75	3	$ 157,067.61
7/10/09-7/16/09	7/28/2009	$ 641,691.60	$ 708,314.75	4	$ 176,175.78
7/17/09-7/23/09	8/420/09	$ 885,761.53	$ 708,314.75	1	$ 47,338.30
7/24/09-7/30/09	8/11/2009	$ 475,109.52	$ 708,314.75	1	$ 51,607.41
7/31/09-8/6/09	8/18/2009	$ 872,998.39	$ 708,314.75	4	$ 144,890.30
8/7/09-8/13/09	8/25/2009	$ 516,025.43	$ 708,314.75	0	$ -
8/14/09-8/20/09	9/1/2009	$ 826,948.05	$ 708,314.75	2	$ 65,470.03
8/21/09-8/27/09	9/8/2009	$ 480,650.42	$ 708,314.75	2	$ 71,776.54
8/28/09-9/3/09	9/15/2009	$ 765,056.86	$ 708,314.75	1	$ 29,357.00
9/4/09-9/10/09	9/22/2009	$ 505,071.81	$ 708,071.81	2	$ 82,210.86
09/11/09-09/17/09	9/29/2009	$ 800,560.49	$ 708,071.81	2	$ 57,073.00
	Paid and Budgeted Claims - to date	$ 33,087,578.36	$ 35,415,251.62		
	Amount Under Budget		$ (2,327,673.26)		

Not predictive of impact on reserve, intended to show relationship of weekly budget to weekly claims cost.

Last Updated 9-24-09 at 3:19pm

From: <SIFSFAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 9/18/2009 5:48 AM
Subject: UHC BANKING REPTS/C

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: 2009-09-18 REQUEST AMOUNT: $1,305,632.13

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2009-09-17	$688,529.49
- REQUIRED BALANCE TO BE MAINTAINED:	$1,938,718.00
+ PRIOR DAY REQUEST:	$00.00
= UNDER DEPOSIT:	$1,250,188.51
+ CURRENT DAY NET CHARGE:	$55,443.62
+ FUNDING ADJUSTMENTS:	$00.00
REQUEST AMOUNT:	$1,305,632.13

ACTIVITY FOR WORK DAY: 2009-09-11

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$500,167.92	$00.00	$500,167.92
TOTAL:	$500,167.92	$00.00	$500,167.92

ACTIVITY FOR WORK DAY: 2009-09-14

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$160,991.70	$00.00	$160,991.70

Last Updated 9-24-09 at 3:19pm

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2009_09_17

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	-181.52	NN	1739194	AE	8	9/17/2009	200	9/14/2009	9/17/2009
701254	632	-189.95	NN	1452760	AI	46	9/17/2009	200	9/14/2009	9/17/2009
701254	632	-283.5	O9	87551558	A	11	9/9/2009	50	9/15/2009	9/17/2009
701254	632	-331.59	NN	SSN0000C	AL	0	9/11/2009	600	9/17/2009	9/17/2009
701254	632	-335.85	NN	1208078	AI	2	9/17/2009	200	9/14/2009	9/17/2009
701254	632	-338.88	NN	SSN0000C	AL	0	9/8/2009	600	9/14/2009	9/17/2009
701254	632	-390.66	NN	1671709	AA	1	9/17/2009	200	9/14/2009	9/17/2009
701254	632	-395.11	UX	64576183	AA	6	9/5/2009	50	9/14/2009	9/17/2009
701254	632	-423.15	NN	SSN0000C	AL	0	9/11/2009	600	9/17/2009	9/17/2009
701254	632	-541.67	NN	1751435	AH	8	9/17/2009	200	9/14/2009	9/17/2009
701254	632	-671	NN	1013068	AH	8	9/17/2009	200	9/14/2009	9/17/2009
701254	632	-2817.34	NN	SSN0000C	AL	0	9/9/2009	600	9/15/2009	9/17/2009
701254	632	-3609.17	NN	SSN0000C	AL	0	9/10/2009	600	9/16/2009	9/17/2009
701254	632	-4597.26	NN	SSN0000C	AL	0	9/8/2009	600	9/14/2009	9/17/2009
701254	632	-4741.48	NN	SSN0000C	AL	0	9/9/2009	600	9/15/2009	9/17/2009
701254	632	-4872.33	NN	SSN0000C	AL	0	9/11/2009	600	9/17/2009	9/17/2009
701254	632	-5464.33	NN	SSN0000C	AL	0	9/11/2009	600	9/17/2009	9/17/2009
701254	632	-19299.14	UX	60337538	AI	2	9/10/2009	50	9/16/2009	9/17/2009
701254	632	-29357	NN	SSN0000C	AL	0	9/11/2009	600	9/17/2009	9/17/2009

800,560.49

Last Updated 9-24-09 at 3:19pm

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 09/17/2009

CONTR_#	*TRANS_AMT*	*SRS*	*CHK_#*	*GRP*	*CLAIM ACCT#*	*ISS_DATE*	*TRANS CODE*	*TRANS_DATE*

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: 9/17/2009

TYPE	MEMBER TYPE	TRANS_AMT	
CEPO			
	EE		
	526-1145-522.45-28	**86,134.18**	
	RR		
	526-1145-522.45-29	**45,347.46**	
Total CEPO			$131,481.64
EPO			
	EE		
	526-1145-522.45-20	**206,046.35**	
	RR		
	526-1145-522.45-21	**34,948.16**	
Total EPO			$240,994.51
PPO			
	EE		
	526-1145-522.45-25	**384,523.99**	
	RR		
	526-1145-522.45-26	**43,560.35**	
Total PPO			$428,084.34
Grand Total			$800,560.49

Last Updated 9-24-09 at 3:19pm

#40

Travis County Commissioners Court Agenda Request

Voting Session 9/29/09 (Date) **Work Session** _____ (Date)

I. Request made by:

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Phone # 854-4579
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

Routine Personnel Actions

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

II. Additional Information

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

B. List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

III. Required Authorizations: Please check if applicable:

_____Planning and Budget Office (854-9106)

_____Human Resources Management Department (854-9165)

_____Purchasing Office (854-9700)

_____County Attorney's Office (854-9415)

_____County Auditor's Office (854-9125)

Last Updated 9-24-09 at 3:19pm

Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

September 29, 2009

ITEM # :

DATE: September 18, 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: Roger A. El-Khoury, M.S., P.E., Director, Facilities Management

FROM: Todd L. Osburn, Compensation Manager, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

RAE/TLO/clr

Attachments
cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
County Atty	90	Law Clerk I (Part-time)	14 / Minimum / $15,778.26	14 / Minimum / $15,778.26
County Atty	212	Attorney VII	29 / Minimum / $87,088.56 (Slot removed from green-circled table.)	29 / Minimum / $87,088.56 (Slot removed from green-circled table.)
District Clerk	16	Court Clerk I	13 / Level 2 / $31,262.40	13 / Level 2 / $31,262.40
District Clerk	30	Court Clerk I	13 / Level 2 / $31,262.40	13 / Level 2 / $31,262.40
District Clerk	37	Court Clerk I	13 / Level 2 / $31,262.40	13 / Level 2 / $31,262.40

*** Temporary to Regular** **** Actual vs Authorized**

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Juvenile Court	50143	Juvenile Detention Ofcr Asst	11 / $12.39	11 / $12.39	05
Juvenile Court	50314	Juvenile Detention Ofcr Asst*	11 / $12.39	11 / $12.39	05
Medical Examiner	50001	Forensic Med Exam Investgtr I	16 / $18.00	16 / $18.00	05
Medical Examiner	50002	Forensic Med Exam Investgtr I	16 / $18.00	16 / $18.00	05
Records Mang & Comm Resrc	20003	Law Librarian	16 / $17.37	16 / $17.37	02
Tax Collector	20091	Administrative Asst I	11 / $12.39	11 / $12.39	02
Tax Collector	20101	Administrative Asst I	11 / $12.39	11 / $12.39	02
TNR	20100	Office Specialist Sr	12 / $16.24	12 / $16.24	02

*** Regular to Temporary** ****Temporary Status Type Codes:** (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

CAREER LADDERS – NON-POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
District Atty	197**	Attorney IV* / Grd 26	Attorney V* / Grd 27	$77,295.13	$81,159.89	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Court	165**	Juvenile Res Trt Ofcr I* / Grd 12	Juvenile Res Trt Ofcr II* / Grd 13	$28,748.83	$30,186.27	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized			** Authorized slot is green-circled. PBO confirmed funding.			

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
County Clerk	Slot 30 / Court Clerk I / Grd 13 / $33,559.87	**County Clerk**	Slot 40 / Court Clerk I / Grd 13 / $33,559.87	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
County Clerk	Slot 49 / Court Clerk Asst / Grd 11 / $28,571.85	**County Clerk**	Slot 95 / Court Clerk I / Grd 13 / $32,156.80	Promotion. Pay is between min and midpoint of pay grade.
District Clerk	Slot 16 / Court Clerk I / Grd 13 / $35,444.94	**District Clerk**	Slot 72 / Court Clerk II / Grd 15 / $38,833.60	Promotion. Pay is between min and midpoint of pay grade.
JP Pct 5	Slot 60001 / Court Clerk I / Grd 13 / $32,078.82	**JP Pct 5**	Slot 12 / Court Clerk I / Grd 13 / $32,078.82	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Juvenile Court	Slot 333 / Enforcement Officer I / Grd 14 / $40,073.09	**Juvenile Court**	Slot 93 / Enforcement Officer II / Grd 15 / $42,076.75	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
Pretrial Services	Slot 32 / Pretrial Officer I / Grd 15 / $37,063.98	**Pretrial Services**	Slot 76 / Pretrial Officer II / Grd 16 / $38,917.18	Promotion. Pay is between min and midpoint of pay grade.
Pretrial Services	Slot 76 / Pretrial Officer I* / Grd 15 / $35,796.80	**Pretrial Services**	Slot 32 / Pretrial Officer I / Grd 15 / $35,796.80	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 354 / Detective Law Enforcement / Grd 75 / $79,292.93	**Sheriff**	Slot 1637 / Detective Law Enforcement / Grd 75 / $79,292.93	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1637 / Detective Law Enforcement / Grd 75 / $79,292.93	**Sheriff**	Slot 354 / Detective Law Enforcement / Grd 75 / $79,292.93	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
*** Actual vs Authorized**				

THIS SECTION LEFT BLANK INTENTIONALLY.

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Civil Courts	139	Court Clerk I / 13746	NE	13	Judicial Aide / 15749	NE	15
Department requests in order to meet departmental needs. PBO has confirmed funding available.							

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

Last Updated 9-24-09 at 3:19pm

Travis County Commissioners Court Agenda Request #41

Voting Session: September 29, 2009 (Date) Work Session (Date)

I. **Request made by:**

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Phone # 854-4579
Signature of Elected Official/Appointed Official/Executive Manager/ County Attorney

Requested text:

A. Review and approve tuition refunds for employees who have completed classes in accordance with Tuition Reimbursement Policy §10.021

B. Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

Approved by: _____
Signature of Commissioner or County Judge

II. **Additional Information**

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

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:

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

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

_____ **Purchasing Office (854-9700)**

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

X **County Auditor's Office (854-9125)**

X **County Treasurer's Office (854-9365)**

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 23 AM 8:12

Human Resources Management Department

1010 Lavaca, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-4203

BACKUP MEMORANDUM

DATE: September 17, 2009

TO: Members of the Commissioners Court

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

FROM: Kris Nilsen, Interim Staffing, Training, and Employee Relations (STER) Manager

SUBJECT: Tuition Refund Program Reimbursements

Proposed Motion:

a) Review and approve tuition refunds for employees who have completed classes in accordance with the Tuition Reimbursement Policy §10.021.

b) Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

Summary and Staff Recommendation:

A total of fifty-one (51) requests for Summer 2009 semester are listed on the attached spreadsheet. HRMD recommends approval.

The Tuition Refund Program is an employee benefit approved by the Commissioners Court. The Human Resources Management Department has confirmed that employees listed have met the established criteria for reimbursement. Each employee's file consists of:

- the tuition reimbursement form
- a course description
- fee receipt
- official grade

Budgetary and Fiscal Impact:

A total of $42,440.00 was budgeted in line item 001-1130-522.6402 for Fiscal Year 2009 Tuition Reimbursement. The total refund amount requested for your approval is $13,386.24.

SU 2009 Req

	Semester Code	Last Name	First Name	Dept	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
1	SU09-01	Alexander	Ebony	Dist Clk	Records Analyst	71854	Corporate Finance		300.00
2	SU09-02	Alvarez	James	HRMD	Rick Spec Assist	74589	English Composition I		129.60
3	SU09-03	Beck	Susan	Tax	Tax Analyst	73331	Business Ethics		300.00
4	SU09-04	Bethel	Clinton	Sher	Cert Peace Ofcr, Sr	NEW	Critical Thinking and Problem Solving		300.00
5	SU09-05	Billy	Amber	Dist Clk	Court Clerk II	71855	Intro to Cultural Anthropology		300.00
6	SU09-06	Biagas	Monica	Sher	Nurse Assist	NEW	Basic Nursing Skills		300.00
7	SU09-07	Bradshaw	Marisa	Juv Prob	Office Spcialist	67102	US History II		129.60
8	SU09-08	Choate	Olaf	Sher	Corrections Officer	72839	Basic Peace Offices Course		277.12
9	SU09-09	Churchill	Christina	Sher	Sr. Cert Peace Ofcr	51342	Procedures in the Justice System		300.00
10	SU09-10	Fendley	Madeline	County Clk	Court Clerk I	NEW	Main Current of American Culture Since 1865	Childrens Literature	300.00
11	SU09-11	Franco	Maria	CSCD	Office Specialist	67682	Management Theory, Practice, Application	Organizational Behavior	300.00
12	SU09-12	Frisch	Phyllis	Dist Atty	Office Specialist	73334	Intro To Paralegal		300.00
13	SU09-13	Garnett	Zetta	HRMD	Benefits Asst	63576	Labor Relations		300.00
14	SU09-14	Greene	Pamela	HHS	Admin Associate	NEW	Economics		300.00
15	SU09-15	Gregg	Steven	CSCD	Assist Prob Officer	67563	Juvenile Justice System	Polices Systems & Practices	259.20
16	SU09-16	Guzman	Andrew	CSCD	Adlt Prob Officer	62305	Issues & Problems In Law		300.00
17	SU09-17	Harris	Stephen	Sher	Correctional Officer	NEW	Basic Peace Offices Course		277.12
18	SU09-18	Hemphill	Joelene	Auditor	Assoc Auditor	69389	Organizatonal Behavior	Accounting Ethics	259.20
19	SU09-19	Herrera	Albert	Sher	Security Coord.	56125	Spanish I		216.00
20	SU09-20	Jennings	Andrea	TCCES	Office Specialist	72475	Contempoary Issues In Criminal		300.00
21	SU09-21	Krantz	Jennifer Green	Tax	Tax Compliance Ofcr	72476	Advance Topics in Financial Management		300.00
22	SU09-22	Kry	Makara	Sher	Deputy Sheriff	71865	Reserch Methods In Criminal Justice		300.00
23	SU09-23	Lee	Dirk	Sher	Corrections Ofcr	74366	Texas Peace Officer Skills		300.00
24	SU09-24	Lewis	Ava	Crim Cts	Counselor	66371	Social Psychology		300.00
25	SU09-25	Littleton	Danielle	Dist Clk	Court Clerk I	73337	Advanced Litigation	Legal Drafting	300.00
26	SU09-26	McKay	Gregory	Sher	Cadet	New	Court Systems and Practices		259.20
27	SU09-27	Martinez	Adolfo	Sher	Corrections Officer	67242	Introduction to Physical Anthropology		217.60
28	SU09-28	Martinez	Eloy	Juv Prob	JDO	74369	Sociology		129.60

SU 2009 Req

	Semester Code	Last Name	First Name	Dept	Job Title	Vendor #	1st Course	2nd Course	Amt to Refund
29	SU09-29	Medina	Patricia	Pretrial	Pretrial Officer	72479	Professional Nursing Review & Licensure Preparation	Clinic Nursing	300.00
30	SU09-30	Middleton	Tiffany	Juv Prob	JPO Assistant	72480	Social Welfare Policy and Serv		300.00
31	SU09-31	Morreale	Lorinda	Juv Prob	Guardian Ad Litem	68986	Vocational Psychology & Counseling		300.00
32	SU09-32	Newton	Brandon	Sher	Corrections Ofcr Sr.	69394	Public Speaking	Texas Peace Officer Law	300.00
33	SU09-33	Paz	Pamela	Sher	Corrections Ofcr	74370	Speech Intro	History II	259.20
34	SU09-34	Pena	Josie	HRMD	Health Serv Sup	16011	Pharmacotherapentic For Nursing in Advanced Practice		300.00
35	SU09-35	Peterson-Knue	Melanie	Dist Clk	Acct. Associate	New	Paralegal Professional	Intro to Legal Technology	300.00
36	SU09-36	Rendon	Layla	Sher	Sr Corr Ofcr	73342	Computer and Information Processing		300.00
37	SU09-37	Rio	Jessica	PBO	Asst Budget Mgr	53241	Corporate Gov and Ethics		300.00
38	SU09-38	Shepard	Jennifer	Juv Prob	Res Treat Ofcr III	70907	Intro Computers	Art History I	300.00
39	SU09-39	Smith	Chalor	Sher	Corrections Ofcr	NEW	Criminal Investigation		129.60
40	SU09-40	Solis	Melissa	Dist Clk	Acct. Associate	62366	U.S Government		129.60
41	SU09-41	St Clair	Aaron	Sher	Senior Deputy Off	55496	Intro TO Psychology		129.60
42	SU09-42	Stokes	Jacob	Court Clk	Court Clerk I	New	Interpersonal Communication		300.00
43	SU09-43	Taylor	Loi	Const 5	Admin Assoc	NEW	Problems in Pub Personnel Administrations		300.00
44	SU09-44	Teague	Dawn	Sher	Sr. Sec Coord	70911	Criminal Justice Internship I		300.00
45	SU09-45	Trotman	Cornelio	Sher	Marketable Skills Prog Supervisor	71870	Intro Fine Art		300.00
46	SU09-46	Vargas	Pete	Sher	Investigator	70914	TX Peace Officer Procedures		172.80
47	SU09-47	Verastegui	Blanca	Crim Cts	Judicial Aide	22973	US History	Freshman English	300.00
48	SU09-48	Wilson	James P.	Juv Prob	Shift Supv	68375	Management Principles in CJ		300.00
		Carry-overs							
49	SU09-49	Lewis	Ava	Crim Cts	Counselor, Sr.	66371	Learning Cognition		300.00
50	SU09-50	Medina	Patricia	Pretrial	Pretrial Officer	57688	Clinical Nursing		170.40
51	SU09-51	Newton	Brandon	Sher	CO II	69394	Legal Aspects Of Law Enforcement		40.80
								Amount to Pay	**$13,386.24**

Last Updated 9-24-09 at 3:19pm

Travis County Commissioners Court Agenda Request #42

Voting Session: September 29, 2009 (Date) Work Session _____ (Date)

I. **Request made by:**

Roger A. El Khoury, M.S., P.E., Director, Facilities Management Phone # 854-4579
Signature of Elected Official/Appointed Official/Executive Manager/ County Attorney

Requested text:

Approve Ms. Dana Hess, Employment Specialist, to be designated as the Civil Rights/EEO Liaison.

Approved by: _____
Signature of Commissioner or County Judge

II. **Additional Information**

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

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)**

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

_____ **Purchasing Office (854-9700)**

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

_____ **County Auditor's Office (854-9125)**

_____ **County Treasurer's Office (854-9365)**

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COUNTY JUDGE'S OFFICE
09 SEP 24 PM 12:04

Human Resources Management Department

1010 Lavaca, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-4203

BACKUP MEMORANDUM

DATE: September 24, 2009

TO: Members of the Commissioners Court

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

FROM: Kris Nilsen, Interim Staffing, Training, and Employee Relations (STER) Manager

SUBJECT: Civil Rights/EEO Liaison Officer

Proposed Motion:

Approve Ms. Dana Hess, Employment Specialist, to be designated as the Civil Rights/EEO Liaison Officer in lieu of the Director of HRMD.

Background:

Travis County Juvenile Probation Department was awarded a grant from the Governors Criminal Justice Division (CJD) through the State 421 Funds. As part of the grant application process a civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

The grant documents list former HRMD Director Linda Moore Smith as the Civil Rights Liaison officer.

Summary and Staff Recommendation:

It is the responsibility of HRMD to direct and coordinate activities to ensure that Travis County Government is in compliance with state/federal Equal Employment Opportunity (EEO) laws.

Under the direction of the Director of HRMD, the Employment Specialist investigates and responds to complaints of discrimination based on Title VII, Civil Rights Act of 1964 and 1991, Americans with Disabilities Act, Age Discrimination in Employment Act, federal and state EEO laws and other laws related to employment. It is the responsibility of the Employment Specialist to serve as the point of contact for discrimination complaints filed with HRMD.

The HRMD Leadership Team recommends that Dana Hess, Employment Specialist, be named as the officer in lieu of the Director of HRMD until a new Director is named.

Budgetary and Fiscal Impact:
None.

Last Updated 9-24-09 at 3:19pm

#43

Travis County Commissioners Court Agenda Request

Voting Session 9/29/09
(Date)

I. **Request**

A. Request made by: Roger El-Khoury, Facilities Mgmt. Director Phone # 854-4579

B. Requested text:

Consider and take appropriate action regarding the following liability claim recommendation: A. Farmers Insurance – Settle a/s/o Maria Mendez

C. Approved by:

_____
(Signature of Commissioner or County Judge)

II. **Additional Information**

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

List all of the agencies or official names and telephone numbers that might be affected or be involved with the request. Send a copy of request and backup to each party listed.

Sherine Thomas, 854-9415
Susan Spataro, 854-9125
Greg Hamilton, 854-9770

III. Required Authorizations: Please check if applicable:

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

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

_____**Purchasing Office (854-9700)**

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

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 23 AM 10:56

A

RECOMMENDATION FOR PAYMENT

DATE: 9-21-09

COUNTY DEPARTMENT: TCSO

CLAIM NUMBER: A09372501433103

THIRD PARTY CLAIMANT: Farmers Insurance
a/s/o Maria Mendez

DATE OF INCIDENT: 5-13-09

LOCATION OF INCIDENT: FM 969 and SH 130

PROPERTY DAMAGES: 2004 Chevrolet Suburban

DESCRIPTION OF INCIDENT: Incident and damages were discussed with county supervisor Lt. Jose Escribano. He advised Deputy Dennis Mallinger was operating TCSO unit 2867 responding to an emergency call, but did not have lights or sirens activated. He was proceeding north on the SH130 service road and went through the stop sign, colliding into the left side of a westbound 2004 Chevrolet Suburban, owned and operated by Maria Mendez. Both vehicles sustained heavy damage and both drivers were injured. Ms. Mendez was transported to the hospital for her injuries and released. She is represented by an attorney and her bodily injury claim will be settled at a later time.

CORRECTIVE ACTION: Will be addressed with county damage claim.

RECOMMENDATIONS: Sedgwick has reviewed the loss notice and claim and confirmed incident with county supervisor. We have reviewed the subrogation demand package from Farmers Insurance. Ms. Mendez's vehicle is a total loss and actual cash value (ACV) was established at $12,891.81. They are requesting rental reimbursement in the amount of $455.00 plus their insured's deductible of $500.00. Less salvage of $1,822.05, their net demand totals $12,024.76. We recommend a property damage settlement in the amount of $12,024.76 made payable to Farmers Insurance, as subrogee of Maria Mendez.

CLAIMS SPECIALIST: Wayne Scott

COUNTY'S RECOMMENDATIONS: The Risk and Benefits Manager has reviewed the claim submitted and concurs with the findings of the claim specialist and recommends a payment in the amount of $12,024.76 from 525-1140-522-4503 AR0302 made payable to Farmers Insurance.

Last Updated 9-24-09 at 3:19pm

Redacted Copy

Item # 45

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for **VOTING SESSION**: **September 29, 2009**

A. REQUEST MADE BY: **Sheriff Greg Hamilton** .
(Elected/Appointed Official/Executive Mgr/County Attorney)

REQUESTED TEXT:

Consider and take appropriate action on request for the Travis County Sheriff's Office to work with the U.S. Department of Justice.

COUNTY JUDGE OR COMMISSIONER

A. **Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**

B. **Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:**

County Attorny - Jim Connolly 854.9535

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

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

PURCHASING OFFICE (854-9700)

_____**Bid, Purchase Contract, Request for Proposals**

COUNTY ATTORNEY'S OFFICE (854-9415)

_____**Contract, Agreement, Policy & Procedure**

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 22 PM 4:03

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

Last Updated 9-24-09 at 3:19pm

JAMES SYLVESTER
Chief Deputy

GREG HAMILTON

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

TRAVIS COUNTY SHERIFF
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

September 9, 2009

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Sarah Eckhardt, Commissioner, Precinct 2
Honorable Karen Huber, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Tracy Miller, Research and Planning

SUBJECT: Agreement with Travis County Sheriff's Office and the U.S. Department of Justice

Attached is a request to authorize the Sheriff of Travis County to execute an agreement for the use of the State and Local overtime and authorized expense / strategic initiative program between the Travis County Sheriff's Office and the U.S. Department of Justice related to the ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES (OCDETF) from June 25, 2009 through September 30, 2009.

The Travis County Sheriff's Office will be reimbursed for any overtime received while working with this Task Force. This Task Force is a collaboration of efforts between TCSO and the OCDETF for case number [redacted]. The total reimbursement with this agreement is not to exceed $3,000.

We appreciate the support the Travis County Commissioners Court has given us in our effort to reduce crimes, which are so costly to our citizens.

xc: County Auditor's Office
James Connolly, County Attorney's Office
William Derryberry, PBO

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Southwest Region

P.O. Box 61129
Houston, TX 77208

713-567-9000
Fax: 713-718-3307

August 21, 2009

Sergeant Doug Teague
Travis County Sheriff's Office
PO Box 1748
Austin, TX 78767

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2009

Dear Sergeant Teague:

The Southwest Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Travis County Sheriff's Office under the following terms:

OCDETF Case #: [redacted]
Dates of the Agreement: 06/25/2009 through 09/30/2009 (Fiscal 2009)
Funding Amount: $ 3,000.00
Sponsoring Federal Agency: FBI

At no time should your State or Local agency exceed the approved funding noted above.
**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Coordinator **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement for Fiscal Year 2009

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed $16,328.75 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2008). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 13 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of $20,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Mike Johnson at 713-693-5660.

Very truly yours,

Tim Johnson
United States Attorney

Kenneth Magidson
OCDETF Coordinator
Southwest Region

Last Updated 9-24-09 at 3:19pm

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Agreement
FOR THE USE OF THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: 74-6000192 DC #: _____

Amount Requested: $3,000.00 OK 8/21/09

$ ~~6,000.00~~

Number of Officers Listed: 8

OCDETF Investigation / Strategic Initiative Number: SWTXW-459

Federal Agency Investigation Number: 245 D-SA-61184

From: JUNE 25, 2009
Beginning Date of Agreement

To: September 30, 2009
Ending Date of Agreement

State or Local Agency Name and Address:
TRAVIS COUNTY SHERIFFS OFFICE
P.O. BOX 1748
AUSTIN, TX. 78767

State or Local Agency Narcotics Supervisor: SGT. Doug Teague

Telephone Number (512) 854-7279

E-mail Address: doug.teague@co.travis.tx.us

Fax Number (512) 854-4719

Sponsoring Federal Agency Group/Squad Supervisor: PHILLIP M. GADD

Telephone Number (512) 345-1111

E-mail Address: phillip.gadd@ic.fbi.gov

Sponsoring Federal Agency(ies): FBI

Please provide the name, telephone number and e-mail address for the administrative or financial staff person at the State or Local agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: DUNSON KING

Telephone Number: (512) 854-9234

E-mail Address: dunson.king@co.travis.tx.us

Fax Number: (512) 854-5307

This agreement is between the above named State or Local law enforcement agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This agreement shall be effective when signed by an authorized State or Local agency official, the sponsoring Federal Agency Special Agent-In-Charge, sponsoring Agency Regional OCDETF Coordinator, and the Assistant United States Attorney Regional OCDETF Coordinator.

1. It is agreed that the State or Local law enforcement officers named on this agreement will assist in OCDETF investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense / Strategic Initiative Programs, Policies and Procedures Manual, October, 2008.

1. No individual agreement with a State or Local department may exceed $20,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF investigation or Strategic Initiative in a single fiscal year may not exceed $30,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF budget officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular agreement are completely deobligated with the intention of closing that agreement, it will not count as a modification for purposes of this policy. These amendments or changes must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and forwarded to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office within five (5) working days of determining that no work is being performed.

5. The State and Local law enforcement agency is to provide monthly billing estimates or activity upon request.

6. The State or Local law enforcement agency agrees to provide experienced drug law enforcement officers who are identified in this agreement to work on the specified OCDETF investigation or Strategic Initiative. Any change in law enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no law enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent agency.

8. Officers who are deputized may possess Federal law enforcement authority as specified by the agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF investigation or Strategic Initiative in accordance with this agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal law enforcement agency(ies) for the approved OCDETF investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties to this agreement.

11. Officers assigned to OCDETF investigations or Strategic Initiatives must work full-time on the investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a law enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local law enforcement agency for a limited amount of those overtime costs.] The agency is responsible for paying its law enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this agreement as well as the time period covered. The agency affected by any such modification will be telephonically advised ten (10) business days in advance of such modification with follow-up confirmation in writing.

13. Overtime payments, in any event, may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local agency is responsible for ensuring that this annual payment is not exceeded. The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator also will monitor these payments.

14. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

15. Under no circumstances will the State or Local agency charge any indirect costs for the administration or implementation of this agreement.

16. The State or Local agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

17. The State or Local agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement.

18. The State or Local agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

19. This agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

20. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for agencies that are unable to accept this form of payment, however, such agencies must include written justification in the addendum of each new agreement.

21. All changes made to the original agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

22. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal agency and the State or Local law enforcement agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the AUSA Regional OCDETF Coordinators obligating authority. The OCDETF Executive Office will verify and accept that all the terms and conditions of the agreement have been met.

Approved By: _____ Sheriff 7/23/09
Authorized State or Local Official *Title* *Date*

Approved By: _____ SSA 7/27/09
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____ 8/18/09
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____ 8/21/09
Assistant United States Attorney Regional OCDETF Coordinator *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expense / Strategic Initiative Programs specified above. **Subject to availability of funds.**

Accepted By: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: TRAVIS County Sheriff's office

OCDETF Investigation / Strategic Initiative Number: [redacted]

The law enforcement officers listed below will assist with the above identified OCDETF investigation or Strategic Initiative. Any modification of the list of law enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	[redacted]	[redacted]	[redacted]
2.	[redacted]	[redacted]	[redacted]
3.	[redacted]	[redacted]	[redacted]
4.	[redacted]	[redacted]	[redacted]
5.	[redacted]	[redacted]	[redacted]
6.	[redacted]	[redacted]	[redacted]
7.	[redacted]	[redacted]	[redacted]
8.	[redacted]	[redacted]	[redacted]
9.			
10.			

Addendum A

Definition of "Full-Time Participation" Exemption

The Southwest Region Coordination Group includes the definition of " full-time participation" as the State/Local Law Enforcement Officer working the same hours on the assigned investigations as that of the case agent. **Some regular hours must be worked before overtime will be reimbursed.**

Additionally, there will be ec4eptions for special circumstances for one-time events such as canine searches, aerial surveillance, etc. **All special circumstances must be approved in writing via e-mail by the Regional Coordination Group prior to use.** If special circumstances are not approved in advance, the exception will not be granted.

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local agency name as written on agreement cover sheet)

Name:	TRAVIS County Sheriffs office
Address:	P O Box 1748
	AUSTIN, TEXAS 78767
Taxpayer ID Number:	74-6000192
Contact Person Name:	DUNSON KING Telephone Number: (512) 854-9234

FINANCIAL INSTITUTION INFORMATION

Bank Name:	JP MORGAN CHASE BANK
Nine-Digit ABA Routing Transit Number:	111000614
Depositor Account Number:	182601358 1
Type of Account: (checking/savings)	CHECKING

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: http://fmsapps.treas.gov/paid/PAIDfaq.asp

Last Updated 9-24-09 at 3:19pm

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES REIMBURSEMENT REQUEST FOR OVERTIME COSTS AND AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAMS FOR STATE AND LOCAL LAW ENFORCEMENT PERSONNEL

Bar Code

DATE OF REQUEST:_____

FEDERAL TAX IDENTIFICATION #:

YREGDOC: - 05 -

SEND PAYMENT TO:

(State Or Local Agency, Address, Zip Code)

ADMINISTRATIVE OR FINANCIAL STAFF CONTACT:_____

Telephone/E-mail:_____

OCDETF INVESTIGATION / STRATEGIC INITIATIVE NUMBER: - -

SPONSORING FEDERAL AGENCY INVESTIGATION NUMBER:

DATES FOR WHICH REIMBURSEMENT IS REQUESTED:

FROM _____ TO _____

AMOUNT REQUESTED: OVERTIME $_____

EXPENSES $_____

TOTAL $_____

Number Of Officers Involved In Overtime: _____
Total Number Of Overtime Hours Claimed In This Request: _____
Total Number Of Regular Hours Worked During This Time Period On This OCDETF Investigation / Strategic Initiative(s): _____

In accordance with the executed State and Local Agreement, reimbursement is hereby requested for overtime and for authorized expense / Strategic Initiative programs of law enforcement officers from the above-named agency. I hereby certify that total overtime from all sources, inclusive of this request; for each officer covered by this request does not exceed 25% of the current approved Federal salary rate in effect at the time the overtime was performed. I further certify that the funds requested are for overtime, travel, Strategic Initiative operation expenses, and per diem expenses incurred by the officer(s) identified in the Agreement for work on the cited OCDETF investigation or Strategic Initiative, and that the State and Local officer(s) have been paid.

Note: DIRECT PAYMENTS TO OFFICERS ARE NOT ALLOWED.

Certified: _____
Authorized State or Local Official Title Date

Certified: _____
Sponsoring Federal Agency Group/Squad Supervisor Date

Approved: _____
Sponsoring Agency Regional OCDETF Coordinator Date

Approved: _____
Assistant United States Attorney Regional OCDETF Coordinator Date

Approved for Payment: _____
OCDETF Executive Office Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
OFFICERS OVERTIME LOG

OCDETF Investigation / Strategic Initiative Number:

_____

State or Local Agency:

_____

Billing Period for Fiscal Year:

State or Local Employee Name	Number of Regular Hours Worked on case / Strategic Initiative	Number of Overtime Hours Worked on case / Strategic Initiative	Officer's Overtime Rate	Authorized Expenses Claimed	Overtime Amount Claimed	Other Federal Overtime Earned	Cumulative Overtime Charged from Federal Sources
Totals							

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

Last Updated 9-24-09 at 3:19pm

NOTIFICATION OF CHANGE IN LAW ENFORCEMENT OFFICERS

State or Local Agency:_____

OCDETF Investigation / Strategic Initiative #:_____ YREGDOC No:_____

Current Total Number of Officers:_____

Revised Total Number of Officers:_____

Sponsoring Federal Agency Coordinator:_____

AUSA Regional OCDETF Coordinator or Designee Approval:_____

The law enforcement officers listed below are added to the above identified OCDETF investigation or Strategic Initiative. Any modifications must be approved by the sponsoring Federal Agency Coordinator and AUSA Regional OCDETF Coordinator or designee and forwarded to the OCDETF Executive Office.

NAME	TITLE/RANK	DOB
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Last Updated 9-2[illegible]

TRAVIS COUNTY COMMISSIONERS COURT
AGENDA REQUEST

46

Voting Session: Oct. 6, 2009

I. A. Request made by: Margaret J. Gómez Phone #: 854-9444
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested text: Appoint Brie L. Franco to serve on the Board of the Children's Protective Services

C. Approved by: Margaret J. Gómez
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:

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 22 PM 1:42

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 5:00pm on Mondays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

BRIE L. FRANCO Last Updated 9-24-09 at 3:19pm
Austin, TX 78741 51.

PROFESSIONAL EXPERIENCE

Velocity Credit Union, *General Counsel,* Austin, Texas July 2006-present

In first year of work, have already managed and resolved with the assistance of outside counsel complex litigation issues including mediation and arbitration both as a plaintiff and defendant. Quickly learned bankruptcy negotiations and proceedings as the credit union representative on the unsecured creditors committee for a $2 billion Chapter 11 bankruptcy that included over 200 credit unions nationwide. Report monthly and advise the Board of Directors on all litigation matters. Review and/or draft all contracts including technology and third-party vendor purchases, indirect and direct lending, loan participations, joint services, and non-disclosure agreements. Oversee and draft responses and pleadings to all federal, state, criminal and civil subpoenas, writ of garnishments and delinquent tax suits against members. Assist in collection efforts against delinquent members. Advise on federal and state regulations for lending practices and assist drafting of necessary disclosures and statements. Advise financial representatives on probate issues for members including validating statutory requirements for power of attorney, letters testamentary and rights of survivorship for accounts. Successfully negotiate and resolve member cause of actions involving IRS reporting requirements, DTPA claims, and collection matters. Respond to audit requests from insurance providers and state and federal regulators.

Senator Eliot Shapleigh, Texas Senate, *General Counsel,* Austin, Texas September 2001–July 2006

Was noted as a leading advisor on school finance, which requires knowledge of complex funding and tax formulas. Key analyst for Senator on Senate Finance Committee and oversaw all legislation and budgetary appropriations for state taxes, public and higher education, criminal justice, and jurisprudence. Drafted and negotiated the passage and implementation of legislation, amendments, and budgetary appropriations. Analyzed legal and fiscal impact of proposed Senate and House legislation on current law, public and District interests. Recommended committee and floor votes. Provided Senator and staff legal counsel regarding ethics compliance, complex and confidential legislative and constituent matters, rules on floor debate and committee procedure, and open records requests. Drafted and reviewed speeches, local and statewide editorials, press releases, and oversee the research and publication of policy chapters in issue areas. Conducted and participated in meetings with elected officials, state agencies, public organizations, and media as Senator's representative.

COMMUNITY INVOLVEMENT

National Hispanic Institute Board of Directors, Austin, Texas January 2004-present

International non-profit that provides offers leadership programs, research and workshops for students, colleges and communities. Develop non-service related income through fundraising, major gifts and benefactors. Oversee organization's brand image in government, media and community relations. Ensure legal and fiscal accountability, approve budget and formulate policies related to contracts from public or private resources.

FuturoFund Austin, Austin, Texas September 2008-present

Created a charitable gift fund held by the Austin Community Foundation to raise money for organizations that serve the Latino community in Austin. Raised $50,000 for community grants in first year.

EDUCATION

UNIVERSITY OF TEXAS SCHOOL OF LAW, *Juris Doctor,* Austin, Texas, May 2001
Texas State Bar License # November 2001

Admissions Committee: appointed by Dean of Admissions to review and select over 90 law school applications.

Chicano/Hispanic Law Students Association, *President*: Tripled membership, strengthened academic services with workshops and mentoring, promoted community outreach with new undergraduate and high school programs, and improved student relations with faculty and administration. Awards and Scholarships: 1999 Exxon Leadership Scholarship; 2000 and 2001 Outstanding Member; 2001 Hispanic Bar Association of Austin BARBRI Scholarship.

STANFORD UNIVERSITY, *A.B. International Relations,* June 1998

- Awarded a full-tuition scholarship for all years of attendance.
- Stanford in Mexico/Universidad de las Americas en Puebla Study abroad

WS# 47
VS# ____

TRAVIS COUNTY COMMISSIONER COURT
AGENDA REQUEST

Please consider the following item for: Voting Session Sept. 29, 2009

I. A. Request made by County Auditor's Office, telephone number 854-9125.

B. Requested text: Revenue and expenditure reports for the month of August 2009.

C. Approved by: _____.
Signature of Commissioner or Judge.

II. A. Copies reports delivered to Commissioners on Monday, September 21, 2009 .

B. Have the agencies affected by this request been invited to attend the work session?
Yes _____ No__ X__ Please list those contacted and their phone numbers :

_____

_____

_____

III. PERSONNEL:

_____ A change in your department personnel. (Reclassifications, etc.)

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.

The County Human Resource Management Department, and / or the Planning and Budget Office mist be notified prior to the submission of this agenda request.

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 21 PM 2:58

AGENDA REQUEST DEADLINES

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

48

Travis County Commissioners Court Agenda Request

Voting Session 09/29/09 (Date) Working Session 09/29/09 (Date)

I. A. Request made by: **COUNTY ATTORNEY SET** Phone # **854-9513**

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

B. Requested Text:

RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND AUTHORIZE COUNTY ATTORNEY TO ACCEPT, REJECT OR COUNTER SETTLEMENT OFFER AND/OR TAKE APPROPRIATE ACTION IN CLAIM FILED BY KATHRYN WINKFEIN (EXECUTIVE SESSION ALSO, PURSUANT TO TEX. GOVT. CODE ANN., SECTIONS 551.071(1)(A) AND 551.071(1)(B)).

C. Approved by: _____
Signature of Commissioner(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.

Constable Richard McCain, 854-2100
Dan Mansour, Risk Management, 854-9499

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

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 22 PM 2:00

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 Wednesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

Last Updated 9-24-09 at 3:19pm

49

VS #

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 9/29/09 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. Doris Williams (Daphne Gilbert 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.

09 SEP 17 AM 10:02
COUNTY JUDGE'S OFFICE
RECEIVED

210308-1

Last Updated 9-24-09 at 3:19pm

50

VS #

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 9/29/09 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. Michael J. Knizner & Cheryl L. Knizner(Rhoni A. Lahn 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.

09 SEP 17 AM 10:02
COUNTY JUDGE'S OFFICE
RECEIVED

210296-1

Last Updated 9-24-09 at 3:19pm

51

VS #

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 9/29/09 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. Unknown(Ira Strange, Jr. 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.

09 SEP 17 AM 10:02

208039-1

COUNTY JUDGE'S OFFICE
RECEIVED

Last Updated 9-24-09 at 3:19pm

52

VS #

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 9/29/09 Voting Session

I. A. Request made by: COUNTY ATTORNEY (Craig Smith) Phone: 854-9513

B. Requested Text:

Receive briefing from the County Attorney in Travis County, et al v. Rashid Mohammed pursuant to Tex. Gov't Code Ann. Section 551.071(1)(A) and take appropriate action regarding execution of a Redemption Quitclaim Deed.

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.

09 SEP 17 AM 10:02
RECEIVED
COUNTY JUDGE'S OFFICE

200486-1

Last Updated 9-24-09 at 3:19pm

53

VS #

AGENDA REQUEST

Please consider the following item for:

Work Session _____ Executive Session 9/29/09 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. Woodie G. Williams (Patrick Ryan Crosby 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.

09 SEP 17 AM 10:02

208992-1

COUNTY JUDGE'S OFFICE
RECEIVED

Last Updated 9-24-09 at 3:19pm

57

Travis County Commissioners Court Agenda Request

Voting Session: 29 September 2009

I. A. Request made by: COUNTY ATTORNEY (TIM LABADIE) Phone # 854-9513

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

B. Requested Text:

Consider and take appropriate action concerning the offer to settle Travis County's workers compensation lien on the claims of Benjamin Maldonado; Subrogation; Executive session also, pursuant to TEX. GOV'T CODE §§ 551.071(1)(A) & (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 - HR/RM

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

_____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

_____ Contract, Agreement, Policy & Procedure

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 23 PM 2:05

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.

196361-2

Last Updated 9-24-09 at 3:19pm

C2

Travis County Commissioners Court Agenda Request

Voting Session **Tuesday, September 29, 2009** (Date) Work Session _____ (Date)

I. A. Request made by: Gillian Porter Phone: 854-4722
Commissioners Court Specialist
Commissioners Court Minutes/County Clerk's Office

B. Requested Text: **Approve the Commissioners Court Minutes for the Voting Session of September 15, 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 SEPTEMBER 15, 2009

TRAVIS COUNTY COMMISSIONERS' COURT

On Tuesday, the 15th day of September 2009, the Commissioners' Court convened the Voting Session at 9:25 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

The Commissioners Court record notes that Precinct Three Commissioner Karen Hubert was not present during this Voting Session.

The Commissioners Court retired to Executive Session at 11:10 AM.

The Commissioners Court reconvened the Voting Session at 12:22 PM.

The Commissioners Court adjourned the Voting Session at 12:26 PM.

PUBLIC HEARINGS

1. RECEIVE COMMENTS REGARDING A PLAT FOR RECORDING IN PRECINCT FOUR: MARIA GONZALEZ SUBDIVISION, RESUBDIVISION OF PART OF LOT 35, WH TOBIN SUBDIVISION (1 TOTAL LOT). (COMMISSIONER GÓMEZ) (ACTION ITEM #5) (9:25 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 5 for a summary of the action item.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to open the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, Transportation and Natural Resources (TNR).

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to close the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

2. RECEIVE COMMENTS REGARDING THE ANNUAL WRITTEN PLANS FOR THE 028 RECORDS MANAGEMENT PRESERVATION FUND AND 057 COUNTY CLERK'S RECORDS ARCHIVAL FUND. (ACTION ITEM #29) (9:26 AM)

Clerk's Note: This Item is a public hearing to receive comments. Please refer to Agenda Item 29 for a summary of the action item.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to open the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to close the public hearing.

Motion carried:	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

CITIZENS COMMUNICATION

Members of the Court heard from: Ronnie Gjemre, Travis County Resident; Jeanette Kincaid, Travis County Resident; Gus Peña, Travis County Resident; Rick Perkins, President, Granada Homeowners Association (HOA); Maurice Priest, Travis County Resident; and Dana DeBeauvoir, Travis County Clerk. (9:29 AM)

CONSENT ITEMS

Members of the Court heard from: Anna Bowlin, Division Director, Engineering Services, TNR.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve the following Consent Items: C1 and Items 5, 6, 7, 8, 9.A&B, 10, 12, 13, 14, 16, 17, 19, 20, 21, 22, 23, 24, 25, 27, 29, 36, A2, and A3. (9:44 AM)

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

C1. RECEIVE BIDS FROM COUNTY PURCHASING AGENT.

SPECIAL ITEMS

3. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PROHIBITION OF OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY. (9:47 AM)

Clerk's Note: The Court discussed the Fire Marshal's recommendation that the ban on outdoor burning should be lifted.

Members of the Court heard from: Tony Callaway, Assistant Fire Marshal; and Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we follow the recommendation, and have it back on again in two weeks, September 29, 2009, and if we don't need it then, during the Agenda setting meeting the Wednesday before, September 23, 2009, we will make that decision.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The County Judge noted that if Travis County residents have any questions regarding permits for outdoor burning they can call:

- The Fire Marshal's Office at 512-854-4621,
- Check the website at www.co.travis.tx.us/fire_marshal.

Item 3 to be reposted on September 29, 2009.

RESOLUTIONS AND PROCLAMATIONS

4. APPROVE PROCLAMATION DESIGNATING MONDAY, SEPTEMBER 28, 2009, AS "FAMILY DAY - A DAY TO EAT DINNER WITH YOUR CHILDREN" IN TRAVIS COUNTY. (JUDGE BISCOE) (9:50 AM)

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve the Proclamation in Item 4.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

TRANSPORTATION AND NATURAL RESOURCES DEPT. ITEMS

5. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A PLAT FOR RECORDING IN PRECINCT FOUR: MARIA GONZALEZ SUBDIVISION, RESUBDIVISION OF PART OF LOT 35, WH TOBIN SUBDIVISION (1 TOTAL LOT). (COMMISSIONER GÓMEZ) (9:44 AM)

Clerk's Note: Item 5 is the action item for the public hearing on Agenda Item 1.

Clerk's Note: Item 5 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

6. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REQUEST TO TEMPORARILY CLOSE BRIDGE 113 OVER WALNUT CREEK ON OLD MANOR ROAD IN PRECINCT ONE FOR CONSTRUCTION OF ROADWAY APPROACHES TO THE PROPOSED NEW BRIDGE BEGINNING ON OR ABOUT FEBRUARY 1, 2010 AND CONTINUING THROUGH APRIL 30, 2010 OR UNTIL CONSTRUCTION IS COMPLETED. (COMMISSIONER DAVIS) (9:44 AM)

Clerk's Note: Item 6 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

7. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE PURCHASE OF TWO SOLAR POWERED CHANGEABLE MESSAGE SIGNS (TRAILER MOUNTED) FROM K&K SYSTEMS. (9:44 AM)

Clerk's Note: Item 7 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

8. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERLOCAL AGREEMENT WITH THE CITY OF PFLUGERVILLE FOR THE TRANSFER OF BOUNDARY STREET FISCAL FOR ROADS ANNEXED BY THE CITY OF PFLUGERVILLE. (COMMISSIONER ECKHARDT) (9:44 AM)

Clerk's Note: Item 8 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

9. APPROVE SETTING A PUBLIC HEARING ON OCTOBER 20, 2009 TO RECEIVE COMMENTS REGARDING FEE PROPOSALS BY THE TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT, INCLUDING: (9:44 AM)

   A. ASSESSMENT OF FEES FOR RECOVERY OF TRAVIS COUNTY STORM WATER MANAGEMENT PROGRAM AND DEVELOPMENT REVIEW COSTS; AND

   B. INCREASES IN ON-SITE WASTEWATER FEES FOR FISCAL YEAR 2010.

Clerk's Note: Items 9.A&B approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PLANNING AND BUDGET DEPT. ITEMS

10. CONSIDER AND TAKE APPROPRIATE ACTION ON BUDGET AMENDMENTS, TRANSFERS AND DISCUSSION ITEMS. (9:44 AM)

Clerk's Note: Item 10 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

11. CONSIDER AND TAKE APPROPRIATE ACTION ON FISCAL YEAR 2010 BUDGET RULES. (10:04 AM)

Members of the Court heard from: Jessica Rio, Assistant Budget Manager, Planning and Budget Office (PBO); and Rodney Rhoades, Executive Manager, PBO.

Discussion only. No formal action taken.

Item 11 to be reposted on September 22, 2009.

12. REVIEW AND TAKE APPROPRIATE ACTION REGARDING A GRANT CONTRACT WITH THE CRIMINAL JUSTICE DIVISION OF THE GOVERNOR'S OFFICE TO CONTINUE OFFERING SPECIALIZED DRUG TREATMENT SERVICES AS PART OF THE CRIMINAL COURTS' DRUG COURT/SHORT PROGRAM. (9:44 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.

ADMINISTRATIVE OPERATIONS ITEMS

13. 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 $765,056.86 FOR THE PERIOD OF AUGUST 28 TO SEPTEMBER 3, 2009. (9:44 AM)

Clerk's Note: Item 13 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

14. CONSIDER AND TAKE APPROPRIATE ACTION ON PROPOSED ROUTINE PERSONNEL AMENDMENTS. (9:44 AM)

Clerk's Note: Item 14 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

15. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM A LOCAL BUSINESS PERSON TO SET UP A FOOD VENDING CART ON TRAVIS COUNTY PROPERTY LOCATED AT 5501 AIRPORT BOULEVARD. (10:54 AM)

Members of the Court heard from: Roger El Khoury, Director, Facilities Management.

Motion by Judge Biscoe **and seconded by** Commissioner Davis that we express our deep appreciation to this proposing party for coming forth with this offer, and that we advise her that after mulling over the matter for the better part of a month, we have decided to say thanks, but no thanks.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

16. CONSIDER AND TAKE APPROPRIATE ACTION ON REVISIONS TO PURCHASE CONTRACT FROM THE CITY OF AUSTIN TO SELL APPROXIMATELY 73.03 ACRES OF COUNTY-OWNED LAND OFF FM 969 IN EAST AUSTIN FOR PARK PURPOSES. (9:44 AM)

Clerk's Note: Item 16 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

PURCHASING OFFICE ITEMS

17. REJECT BID RECEIVED FOR IFB NO. B090264-NB, FIRE ALARM SYSTEMS SERVICES. (9:44 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. APPROVE MODIFICATION NO. 32 TO CONTRACT NO. MA980095, TIBURON, INC., FOR AGREEMENT FOR EXTENDED SERVICES. (10:12 AM)

Members of the Court heard from: Judy Pittsford, Information Technology Director, Information and Telecommunications Systems (ITS); Janice Brown, Division Manager, Application Support, ITS; John Hille, Assistant County Attorney; and Lori Clyde, Purchasing Assistant IV, Purchasing.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 18.

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	absent
Precinct 4, Commissioner Margaret J. Gómez	yes

19. APPROVE MODIFICATION NO. 18 TO CONTRACT NO. MA960322, EASY ACCESS, INC., FOR TAX OFFICE COMPUTER SYSTEM. (9:44 AM)

Clerk's Note: Item 19 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

20. APPROVE CONTRACT AWARD FOR ELECTRONIC MONITORING, RFP NO. P090193-OJ, TO THE BEST QUALIFIED RESPONDENT, VICTIM SAFETY FIRST, LLC. (9:44 AM)

Clerk's Note: Item 20 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

21. APPROVE ISSUANCE OF JOB ORDER NO. 58, MINOR CONSTRUCTION AND RENOVATION SERVICES, CONTRACT NO. 07K00307RV, ARCHITECTURAL HABITAT OF AUSTIN, INC. (9:44 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.

22. APPROVE MODIFICATION NO. 3, AN ASSIGNMENT OF CONTRACT NO. 07T00337RG, FROM CMD, INCORPORATED D/B/A TEXAS ALTERNATOR STARTER SERVICES TO MCADAMS GROUP, LLC D/B/A TEXAS ALTERNATOR STARTER SERVICES. (9:44 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. APPROVE MODIFICATION NO. 2 TO INTERLOCAL AGREEMENT NO. IL080007VR, HAYS COUNTY JUVENILE CENTER, FOR RESIDENTIAL TREATMENT SERVICES TO JUVENILE OFFENDERS. (9:44 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. APPROVE MODIFICATION NO. 1 TO INTERLOCAL AGREEMENT NO. IL080039VR, VICTORIA COUNTY, FOR RESIDENTIAL TREATMENT SERVICES TO JUVENILE OFFENDERS. (9:44 AM)

Clerk's Note: Item 24 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

25. APPROVE CONTRACT AWARD FOR MECHANICAL ELECTRICAL AND PLUMBING ENGINEERING SERVICES FOR THE EXECUTIVE OFFICE BUILDING TO TEXAS ENERGY ENGINEERING SERVICES, INC. (9:44 AM)

Clerk's Note: Item 25 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

26. APPROVE CONTRACT AWARD FOR HUNTERS BEND SIDEWALK IMPROVEMENTS PROJECT, IFB NO. B090302-JW, TO THE LOW BIDDER, THE BARR CO. (10:32 AM)

Members of the Court heard from: Marvin Brice, Construction Procurement Management, Purchasing; and Steve Manilla, Director, Public Works, TNR.

Motion by Judge Biscoe **and seconded by** Commissioner Davis 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

OTHER ITEMS

27. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST COUNTY FUNDS. (9:44 AM)

Clerk's Note: Item 27 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

28. RECEIVE STATUS REPORT AND COMMENTS FROM MANOS DE CRISTO REGARDING THE USE OF COUNTY OWNED PROPERTY AT 5335 AIRPORT BOULEVARD FOR THE BACK-TO-SCHOOL PROJECT FROM AUGUST 3 THROUGH 14, 2009. (12:26 PM)

Item 28 postponed until September 22, 2009.

29. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE ANNUAL WRITTEN PLANS FOR THE 028 RECORDS MANAGEMENT PRESERVATION FUND AND 057 COUNTY CLERK'S RECORDS ARCHIVAL FUND. (9:44 AM)

Clerk's Note: Item 29 is the action item for the public hearing on Agenda Item 2.

Clerk's Note: Item 29 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

30. CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER DESIGNATING MAIN EARLY VOTING POLLING PLACE, TEMPORARY BRANCH EARLY VOTING POLLING PLACES AND HOURS FOR EARLY VOTING ON WEEKDAYS FOR THE NOVEMBER 3, 2009 SPECIAL JOINT ELECTIONS. (9:53 AM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 30.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

Clerk's Note: The Court noted that if Travis County Residents have any questions to:

- Call 512-238-VOTE (8683)
- Visit the website at http://www.co.travis.tx.us/county_clerk/election

31. CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER DESIGNATING ELECTION DAY POLLING PLACES FOR THE NOVEMBER 3, 2009 JOINT SPECIAL ELECTIONS. (9:57 AM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk.

Motion by Commissioner Gómez **and seconded by** Commissioner Davis to approve Item 31.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

32. CONSIDER AND TAKE APPROPRIATE ACTION ON ITEMS ASSOCIATED WITH THE 2009 TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN INCLUDING THE 2009 FISCAL AGENT AGREEMENT. (9:58 AM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk; and John Hille, Assistant County Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez to approve Item 32.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

33. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM COUNTY CLERK TO RECLASSIFY ELECTION TEMPORARY PAYROLL SLOTS FROM THE ELECTION SPECIAL REVENUE FUND 056 TO THE GENERAL FUND 001. (10:01 AM)

Members of the Court heard from: Dana DeBeauvoir, Travis County Clerk; and Leroy Nellis, Budget Manager, PBO.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Gómez to approve Item 33.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

34. CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATIONS FROM THE TRAVIS COUNTY ECONOMIC DEVELOPMENT SUBCOMMITTEE REGARDING A TAX ABATEMENT POLICY. (COMMISSIONER ECKHARDT) (10:36 AM)

Members of the Court heard from: Mary Etta Gerhardt, Assistant County Attorney; Jeremy Martin, Senior Vice President, Governmental Relations, Austin Chamber of Commerce; and Rodney Gonzalez, Acting Director, Economic Growth and Redevelopment Service Office, City of Austin.

Discussion only. No formal action taken.

Item 34 to be reposted on September 22, 2009.

35. CONSIDER AND TAKE APPROPRIATE ACTION ON INTERGOVERNMENTAL ACTIVITIES REGARDING FUNDING UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA), INCLUDING: (9:25 AM)

A. BRIEFING ON ACTIVITIES OF THE INTERGOVERNMENTAL STEERING COMMITTEE AND WORKGROUPS TO DATE, AND

B. RESOLUTION ENCOURAGING TRAVIS COUNTY PARTICIPATION IN COLLABORATIVE EFFORTS TO IDENTIFY AND SECURE ARRA FUNDING.

Items 35.A&B postponed until September 22, 2009.

36. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO AUTHORIZE THE PRINT SHOP TO PROCESS APPROXIMATELY 325,000 INSERTS FOR THE 2009 TAXPAYER NEWSLETTERS. (9:44 AM)

Clerk's Note: Item 36 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

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.

37. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING CHARGES FOR STAR FLIGHT SERVICES RENDERED TO DUSTIN GRIJALVA. [1] (11:10 AM) (12:22 PM)

Clerk's Note: Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Eckhardt that we accept the offer of an additional $500.00.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

38. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING CHARGES FOR STAR FLIGHT SERVICES RENDERED TO BETTY MANRIQUEZ. [1] (11:10 AM) (12:22 PM)

Clerk's Note: Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we accept the offer to settle from Betty Manriquez, who has offered to settle this matter for the sum of $2,836.02.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

39. CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE SETTLEMENT OFFER REGARDING CHARGES FOR STAR FLIGHT SERVICES RENDERED TO CORY ROWLAND. [1] (11:10 AM) (12:23 PM)

Clerk's Note: Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez we accept the offer to settle from Cory Rowland for Star Flight services, and the offer is in the amount of $1,000.00.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

40. CONSIDER AND TAKE APPROPRIATE ACTION ON ACQUISITION OF APPROXIMATELY 260.4 ACRES OF LAND OWNED BY NEW LIFE INTERNATIONAL IN CONNECTION WITH THE BALCONES CANYONLANDS CONSERVATION PLAN. (COMMISSIONER HUBER) [2] (11:10 AM) (12:23 PM)

Clerk's Note: Judge Biscoe announced that Item 44 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 Gómez that we authorize Staff to make a verbal offer to purchase this property in the amount of $4,685,000.00.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

41. RECEIVE BRIEFING AND TAKE APPROPRIATE ACTION ON THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION'S (CAMPO) PROPOSED CHANGES TO BYLAWS. [1] (11:10 AM) (12:23 PM)

Clerk's Note: Judge Biscoe announced that Item 41 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

No action required on Item 41.

Item 41 to be reposted when ready.

42. RECEIVE LEGAL BRIEFING AND TAKE APPROPRIATE ACTION ON SETTLEMENT OFFER IN CLAIM FILED BY KATHRYN WINKFEIN. [1] (11:10 AM) (12:24 PM)

Clerk's Note: Judge Biscoe announced that Item 42 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Commissioner Eckhardt **and seconded by** Commissioner Davis to counter with $25,000.00.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

43. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND 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. [1] (11:10 AM) (12:24 PM)

Clerk's Note: Judge Biscoe announced that Item 43 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Motion by Judge Biscoe **and seconded by** Commissioner Gómez that we withhold action on this until we've had a determination on the liability issue by the Judge.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

44. **REVISED LANGUAGE:** CONSIDER AND TAKE APPROPRIATE ACTION ON ISSUES ARISING OUT OF SUBLEASE AGREEMENT AND CONCESSIONS CONTRACT BETWEEN TRAVIS COUNTY AND THE STAR OF TEXAS RODEO, INCLUDING APPROVAL OF AMENDMENTS TO BOTH CONTRACTS. 1 AND 2 (11:10 AM) (12:25 PM)

Clerk's Note: Judge Biscoe announced that Item 44 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.

Discussion only. No formal action taken.

Item 44 to be reposted on September 22, 2009.

ADDED ITEMS

A1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE ACQUISITION OF CERTAIN REAL PROPERTY BY HABITAT FOR HUMANITY AS PART OF THE TRAVIS COUNTY 2006 AND 2007 COMMUNITY DEVELOPMENT BLOCK GRANT PLAN. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY AND GOV'T CODE ANN. 551.072, REAL PROPERTY) (11:02 AM) (11:10 AM) (12:25 PM)

Members of the Court heard from: Vera Mesaro, Qualico Communities.

Clerk's Note: Judge Biscoe announced that Item 44 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 postpone this item one week, September 22, 2009, get a response from Habitat for Humanity as to their position on this land; and indicate our intention to take formal action in support of or against that idea next week.

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

Item A1 to be reposted on September 22, 2009.

A2. APPROVE PROCLAMATION DECLARING THE WEEK OF SEPTEMBER 21 THROUGH 25, 2009 AS "FALL PREVENTION AWARENESS WEEK" IN TRAVIS COUNTY. (JUDGE BISCOE) (9:44 AM) (9:52 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.

Item A2 was revisited at 9:52 AM.

Clerk's Note: The County Judge noted this is intended to help our seniors remain healthy and prevent falls.

A3. APPROVE SETTING A PUBLIC HEARING ON OCTOBER 13, 2009 TO RECEIVE COMMENTS REGARDING A REQUEST TO AUTHORIZE THE FILING OF AN INSTRUMENT TO VACATE TWO FIVE FOOT PUBLIC UTILITY EASEMENTS LOCATED ALONG THE COMMON LOT LINE OF LOTS 459 AND 460 OF APACHE SHORES, FIRST INSTALLMENT. (COMMISSIONER HUBER) (9:44 AM)

Clerk's Note: Item A3 approved as part of the Consent Motion. Please refer to CONSENT ITEMS for a summary of the Court's Motion and Vote.

ADJOURNMENT

Motion by Judge Biscoe **and seconded by** Commissioner Davis to adjourn the Voting Session. (12:26 PM)

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	absent
	Precinct 4, Commissioner Margaret J. Gómez	yes

MINUTES APPROVED BY THE COMMISSIONERS' COURT

_____

Date of Approval

_____

Samuel T. Biscoe, Travis County Judge

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 23 AM 10:37

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Northwest Travis County Road District #3 (Golden Triangle): **September 29, 2009**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

AGENDA

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS.

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER SETTING THE ROAD DISTRICT TAX RATE FOR THE YEAR BEGINNING JANUARY 1, 2009: TOTAL DEBT SERVICE TAX RATE; AND TOTAL COUNTY AD VALOREM TAX RATE.

3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER APPROVING THE ROAD DISTRICT BUDGET FOR FISCAL YEAR 2010.

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.

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 23 AM 10:37

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for:

Travis County Bee Cave Road District #1: (Galleria) **September 29, 2009**

I. A. Request made by:

Rodney Rhoades, Executive Manager, Planning & Budget (49106)

AGENDA

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS.

2. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER SETTING THE ROAD DISTRICT TAX RATE FOR THE YEAR BEGINNING JANUARY 1, 2009: TOTAL DEBT SERVICE TAX RATE; AND TOTAL COUNTY AD VALOREM TAX RATE.

3. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADOPT ORDER APPROVING THE ROAD DISTRICT BUDGET FOR FISCAL YEAR 2010.

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.

Last Updated 9-24-09 at 3:19pm

Agenda Item No. 1

RECEIVED
COUNTY JUDGE'S OFFICE
09 SEP 22 PM 1:27

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session September 29, 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 and execute a Texas Neighborhood Stabilization Program contract with the Texas Department of Housing and Community Affairs.

Approved by: _____
Signature of Samuel T. Biscoe, President

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
___ Additional funding for any department or for any purpose
___ Transfer of existing funds within or between any line item
___ Grant

Human Resources Department (473-9165)
___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

Last Updated 9-24-09 at 3:19pm

Agenda Item No. 4

RECEIVED
COUNTY CLERK
09 SEP 22 PM 4:22

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session September 29, 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 payment related to grant agreement with Southwest Key Programs, Inc.

Approved by: _____
Signature of Samuel T. Biscoe, President

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).

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

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (473-9106)
___ Additional funding for any department or for any purpose
___ Transfer of existing funds within or between any line item
___ Grant

Human Resources Department (473-9165)
___ A change in your department's personnel (reclassifications, etc.)

Purchasing Office (473-9700)
___ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (473-9415)
___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

Last Updated 9-24-09 at 3:19pm

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

Agenda Item Memo

To: Board of Directors

From: Harvey Davis, Manager
Miguel Gonzalez, Sr. Financial Analyst

Date: 09/29/2009

Re: Texas NSP Contract

ACTION REQUESTED

To approve attached "Draw Request" from Southwest Key Programs, Inc. ("SWK"), and to authorize staff to pay SWK $100,000 per grant agreement.

SUMMARY AND BACKGROUND

On September 16, 2008, the Board approved a $100,000 commitment to assist SWK in finalizing the construction of the East Austin Community Development Project located on 6002 Jain Lane in Austin, Texas. On April 14, 2009 a grant agreement was approved and executed by both SWK and TCHFDC.

The grant agreement specifically defined a space within the Project to serve as a medical examination room.

Contract Highlights:

Parties: *TCHFDC and Southwest Key Programs,, Inc.*

Total funding: *$100,000 during current fiscal year only*

Purpose of funds: *SWK will use the newly expanded facility for the sole purpose of increasing the agency's capacity to meet their objective of developing community-based treatment programs for troubled youth as an alternative to institutionalization.*

STAFF RECOMMENDATION

Staff has performed an on-site visit of the project and medical examination room.

SWK staff has submitted a "Draw Request" certifying that they have met the performance requirements of the agreement and request the full $100,000 commitment.

Staff recommends approval of the payment.

cc: Rodney Rhoads, Executive Manager
Leroy Nellis, Budget Manager
Harvey Davis, Manger
Cliff Blount, Esq.

Last Updated 9/24-09 at 3:19pm

southwest key programs

National Headquarters
6002 Jain Lane • Austin, Texas 78721

512.462.2181 • fax: 512.462.2028 • email: info@swkey.org • www.swkey.org

our mission
nuestra misión

...to advocate for children worldwide and to impact children, youth and their families by empowering them to succeed.

...abogar por los niños del mundo e impactar las vidas de niños, jóvenes, y sus familias capacitándolos para triunfar en la vida.

board of directors

Gustavo L. García
Interim Board Chair
Austin, Texas

Edward Cline
Board Secretary
Houston, Texas

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Member
Dallas, Texas

Orlando Martinez
Member
Atlanta, Georgia

Juan José Sánchez, Ed.D.
El Presidente/CEO
Austin, Texas

September 9, 2009

VIA HAND DELIVERY

Travis County Housing Finance Corporation
Attention: Mike Gonzalez
314 W. 11th Street, Suite #540
Austin, Texas 78701

Re: Appendix A/Draw Request for Contract Between the Travis County Health Facilities Development Corporation and Southwest Key Programs, Inc.

Dear Mr. Gonzalez:

On behalf of Southwest Key Programs, Inc., attached please find a Draw Request (Exhibit A) pertaining to the contract between the Travis County Health Facilities Development Corporation and Southwest Key Programs, Inc.

As always, thank you very much for your guidance throughout this grant process. Please feel free to contact me directly by phone or email if you have any questions or comments regarding the enclosed documents.

Sincerely,

Rachel Rosales
Grants Manager
SOUTHWEST KEY PROGRAMS, INC.

Exhibit "A"

Last Updated [illegible]

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

Contract Title	Contract Amount	Date of Report
Contract Between the Travis County Health Facilities Development Corporation and Southwest Key Programs, Inc.	$100,000	9/9/2009
Type of Report (circle one) Quaterly Final Draw	Draw Number 1	**Period Covered by this Report** from May 1, 2009 to Sept 1, 2009

Source of Funding

	Committed	Collected	% Collected
Contributions			
Economic Development Administration	$1,900,671	$1,900,671	100%
Southwest Key Programs, Inc. Reserve Fund	$1,200,000	$1,200,000	100%
Mandan Property LLC	$300,000	$300,000	100%
AMD	$250,000	$250,000	100%
Mabee Foundation	$250,000	$250,000	100%
Meadows Foundation	$250,000	$250,000	100%
Travis County Finance Corporation	$200,000	$100,000	50%
Cotera + Reed Architects	$146,448	$146,448	100%
Employee and Board Giving and Fundraising	$138,181	$138,181	100%
Austin Time Warner Cable	$127,730	$127,730	100%
Topfer Foundation	$100,000	$100,000	100%
EDI - Congressman Doggett's Office	$96,224	$96,224	100%
J.P. Morgan Chase Foundation	$89,500	$89,500	100%
Capital One	$65,000	$65,000	100%
Texas Parks & Wildlife	$46,023	$41,640	90%
Austin Energy	$26,255	$26,255	100%
Austin Evergreen Realty	$20,000	$20,000	100%
Texas Commission on the Arts	$15,683	$15,683	100%
Cornerstone Management Services	$15,500	$15,500	100%
Lowe's Foundation	$10,000	$10,000	100%
National Council of La Raza	$10,000	$10,000	100%
Catt & Catto Insurance	$7,500	$7,500	100%
Temple Inland Foundation	$7,500	$7,500	100%
Phil & Ruth Chang	$5,000	$5,000	100%
Wachovia Foundation	$5,000	$5,000	100%
Debt			
City of Austin (CDBG + NCMP)	$991,108	$955,896	96%
City of Austin - **PENDING**	$800,000	$0	0%
Total	$7,073,323	$6,133,728	87%

Use of Funding

	Budgeted	Costs This Period	Total Costs to Date
Acquisition	$55,791		$55,791
Construction	$7,469,361		$6,686,283
Arch/Eng.	$525,819		$525,819
Contingency	$54,000		$54,000
SoftCosts			
Financing Costs			
Reserves			
Development Fee			
Other			
Construction Loan Repayment			
Total	$8,104,971	$0 #	$7,321,893

Progress of Construction

Last Updated 9-24-09 at 3:19pm

	Draw Schedule	Original Estimated Completion Date	% Completed	Date Completed
Foundation	1 - 30%		**Construction** 100% complete	Temp Certificate of Occupancy Oct-07
Framing	2 - 10%			
Pluming/Mechanical/Electrical	3 - 10%			
Drywall	4 - 10%		**Admin** pending some close out audit items/ 85%	Final Certificate of Occupancy Apr-08
Exterior/Interior Finish	5 - 10%			
Certificate of Occupancy Issued	6 - 30%			
	100%			

Juan J. Sánchez, Ed.D., El Presidente/Chief Executive Officer

Signature