

Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Melissa Velasquez, Judge's Office, x49557 Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Approve resolution encouraging the observation of "A National Moment of Remembrance" at Noon on September 11, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

United States Senator Frank Lautenberg of New Jersey has sponsored and received unanimous support for his resolution, S. R. 237, "A National Moment of Remembrance at 1:00 p.m., Eastern Daylight Time on September 11, 2011" to stop and remember those we lost in the September 11th attacks. The Senator calls for counties, cities and towns across America to sound sirens and ring bells at 1:00 p.m. Eastern Daylight Time.

STAFF RECOMMENDATIONS:

Approve resolution.

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

FRANK R. LAUTENBERG

NEW JERSEY

APPROPRIATIONS
COMMERCE, SCIENCE, AND
TRANSPORTATION
ENVIRONMENT AND
PUBLIC WORKS



WASHINGTON, DC 20510

August 9, 2011

Dear County Official:

This year we mark the 10th anniversary of the terrorist attacks of September 11, 2001, a day that changed America forever. To commemorate this occasion and pay tribute to those we lost, I introduced the enclosed resolution establishing a national Moment of Remembrance at 1:00 p.m. Eastern Daylight Time on September 11, 2011. In an overwhelming demonstration of unity, the Senate unanimously passed the resolution with the cosponsorship of all 100 United States Senators. I write to request that you join us in making this Moment of Remembrance a symbol of solidarity throughout your county and across the country.

During the Moment of Remembrance, every person across the country is called upon to **stop and remember** those we lost in the September 11th attacks. The Moment of Remembrance will take place for one full minute at 1:00 p.m. Eastern Time on September 11, 2011, and cities and towns, firehouses, churches and other institutions across the country are called upon to sound sirens and ring bells during that minute. These sirens and bells will be a signal for each person to stop and remember the people we lost and demonstrate the perseverance the American people have shown since that fateful day.

I hope you will participate by:

- Working with and contacting firehouses, police, churches, and other institutions in your municipality to sound sirens and ring bells for one minute at 1:00 p.m.;
- Passing a resolution or issuing a proclamation recognizing the Moment of Remembrance;
- Hosting an event to commemorate the 10th anniversary of the September 11th attacks that includes the Moment of Remembrance; and
- Notifying your constituents of the forthcoming Moment of Remembrance by noting it on your website and through local papers, social media and other outreach mechanisms.

I have created a website for the Moment of Remembrance where you can get more information: www.lautenberg.senate.gov/stopandremember. You can also contact my office at stopandremember@lautenberg.senate.gov or 202-224-3224 for additional information.

Thank you for your consideration.

Sincerely,

rukubeng

112th CONGRESS 1st Session

S.RES.237

Expressing the sense of the Senate regarding coming together as a Nation and ceasing all work or other activity for a moment of remembrance beginning at 1:00 PM Eastern Daylight Time on September 11, 2011, in honor of the 10th anniversary of the terrorist attacks committed against the United States on September 11, 2001.

IN THE SENATE OF THE UNITED STATES

July 22, 2011

Mr. LAUTENBERG (for himself, Mr. TOOMEY, Mr. MENENDEZ, Mr. SCHUMER, Mrs. GILLIBRAND, Mr. CASEY, Mr. LIEBERMAN, Mr. BLUMENTHAL, Mr. WEBB, Mr. WARNER, Mr. REID, Mr. MCCONNELL, Mr. AKAKA, Mr. ALEXANDER, Ms. AYOTTE, Mr. BARRASSO, Mr. BAUCUS, Mr. BEGICH, Mr. BENNET, Mr. BINGAMAN, Mr. BLUNT, Mr. BOOZMAN, Mrs. BOXER, Mr. BROWN of Massachusetts, Mr. BROWN of Ohio, Mr. BURR, Ms. CANTWELL, Mr. CARDIN, Mr. CARPER, Mr. CHAMBLISS, Mr. COATS, Mr. COBURN, Mr. COCHRAN, Ms. COLLINS, Mr. CONRAD, Mr. COONS, Mr. CORKER, Mr. CORNYN, Mr. CRAPO, Mr. DEMINT, Mr. DURBIN, Mr. ENZI, Mrs. FEINSTEIN, Mr. FRANKEN, Mr. GRAHAM, Mr. GRASSLEY, Mrs. HAGAN, Mr. HARKIN, Mr. HATCH, Mr. HELLER, Mr. HOEVEN, Mrs. HUTCHISON, Mr. INHOFE, Mr. INOUYE, Mr. ISAKSON, Mr. JOHANNS, Mr. JOHNSON of Wisconsin, Mr. JOHNSON of South Dakota, Mr. KERRY, Mr. KIRK, Ms. KLOBUCHAR, Mr. KOHL, Mr. KYL, Ms. LANDRIEU, Mr. LEAHY, Mr. LEE, Mr. LEVIN, Mr. LUGAR, Mr. MANCHIN, Mr. MCCAIN, Mrs. MCCASKILL, Mr. MERKLEY, Ms. MIKULSKI, Mr. MORAN, Ms. MURKOWSKI, Mrs. MURRAY, Mr. NELSON of Nebraska, Mr. NELSON of Florida, Mr. PAUL, Mr. PORTMAN, Mr. PRYOR, Mr. REED, Mr. RISCH, Mr. ROBERTS, Mr. ROCKEFELLER, Mr. RUBIO, Mr. SANDERS, Mr. SESSIONS, Mrs. SHAHEEN, Mr. SHELBY, Ms. SNOWE, Ms. STABENOW, Mr. TESTER, Mr. THUNE, Mr. UDALL of Colorado, Mr. UDALL of New Mexico, Mr. VITTER, Mr. WHITEHOUSE, Mr. WICKER, and Mr. WYDEN) submitted the following resolution; which was considered and agreed to

S. RES. 237

Expressing the sense of the Senate regarding coming together as a Nation and ceasing all work or other activity for a moment of remembrance beginning at 1:00 PM Eastern Daylight Time on September 11, 2011, in honor of the 10th anniversary of the terrorist attacks committed against the United States on September 11, 2001.

Whereas at 8:46 AM, on September 11, 2001, hijacked American Airlines Flight 11 crashed into the upper portion of the North Tower of the World Trade Center in New York City, New York;

Whereas 17 minutes later, at 9:03 AM, hijacked United Airlines Flight 175 crashed into the South Tower of the World Trade Center;

Whereas at 9:37 AM, the west wall of the Pentagon was hit by hijacked American Airlines Flight 77, the impact of which caused immediate and catastrophic damage to the headquarters of the Department of Defense;

Whereas at approximately 10:00 AM, the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in Shanksville, Pennsylvania, and, in doing so, gave their lives to save countless others;

Whereas nearly 3,000 innocent civilians were killed in the heinous attacks of September 11, 2001;

Whereas tens of thousands of individuals narrowly escaped the attacks at the Pentagon and World Trade Center and, as witnesses to this tragedy, are forever changed;

Whereas countless fire departments, police departments, first responders, governmental officials, workers, emergency medical personnel, and volunteers responded immediately and heroically to those horrific events;

Whereas the Fire Department of New York suffered 343 fatalities on September 11, 2001, the largest loss of life of any emergency response agency in United States history;

Whereas the Port Authority Police Department suffered 37 fatalities in the attacks, the largest loss of life of any police force in United States history in a single day;

Whereas the New York Police Department suffered 23 fatalities as a result of the terrorist attacks;

Whereas the impact of that day on public health continues through 2011, as nearly 90,000 people are at risk of or suffering from negative health effects as a result of the events of September 11, 2001, including 14,000 workers and 2,400 community residents who are sick, and tens of thousands of others whose health is being monitored;

Whereas 10 years later, the people of the United States and people around the world continue to mourn the tremendous loss of innocent life on that fateful day;

Whereas 10 years later, thousands of men and women in the United States Armed Forces remain in harm's way defending the United States against those who seek to threaten the United States;

Whereas on the 10th anniversary of this tragic day, the thoughts of the people of the United States are with all of the victims of the events of September 11, 2001, and their families;

Whereas the lives of Americans were changed forever on September 11, 2001, when events threatened the American way of life;

Whereas in December 2001, Congress and the President joined together to designate September 11 as Patriot Day (Public Law 107-89);

Whereas in September 2002, and each September thereafter through September 2008, President Bush issued Proclamations 7590, 7702, 7812, 7929, 8047, 8174, and 8286 (67 Fed. Reg. 57125; 68 Fed. Reg. 53013; 69 Fed. Reg. 55717; 70 Fed. Reg. 54467; 71 Fed. Reg. 53959; 72 Fed. Reg. 51553; 73 Fed. Reg. 52773) proclaiming September 11 of that year, respectively, as Patriot Day;

Whereas in 2009, Congress and the President joined together to designate September 11 as a National Day of Service and Remembrance under the Serve America Act (Public Law 111-13; 123 Stat. 1460);

Whereas in September 2009 and 2010, President Obama issued Proclamation 8413 (74 Fed. Reg. 47045) and Proclamation 8559 (75 Fed. Reg. 56463) proclaiming September 11, 2009, and September 11, 2010, respectively, as Patriot Day and National Day of Service and Remembrance; and

Whereas September 11 will never, and should never, be just another day in the hearts and minds of all people of the United States: Now, therefore, be it

Resolved, That the Senate--

- (1) recognizes September 11, 2011, as a day of solemn commemoration of the events of September 11, 2001, and a day to come together as a Nation;
- (2) offers its deepest and most sincere condolences to the families, friends, and loved ones of the innocent victims of the September 11, 2001, terrorist attacks;
- (3) honors the heroic service, actions, and sacrifices of first responders, law enforcement personnel, State and local officials, volunteers, and countless others who aided the innocent victims of those attacks and, in doing so, bravely risked and often gave their own lives;
- (4) recognizes the valiant service, actions, and sacrifices of United States personnel, including members of the United States Armed Forces, the United States intelligence agencies, the United States diplomatic service, homeland security and law enforcement personnel, and their families, who have given so much, including their lives and well-being, to support the cause of freedom and defend the security of the United States:
- (5) reaffirms that the people of the United States will never forget the challenges our country endured on and since September 11, 2001, and will work tirelessly to defeat those who attacked the United States; and
- (6) on the 10th anniversary of this tragic day in United States history--
 - (A) calls upon all of the people and institutions of the United States to observe a moment of remembrance on September 11, 2011, including-
 - (i) media outlets;
 - (ii) houses of worship;
 - (iii) military organizations;
 - (iv) veterans organizations;
 - (v) airlines;
 - (vi) airports;
 - (vii) railroads;
 - (viii) sports teams;
 - (ix) the Federal Government;

- (x) State and local governments;
- (xi) police, fire, and other public institutions;
- (xii) educational institutions;
- (xiii) businesses; and
- (xiv) other public and private institutions; and
- (B) encourages the observance of the moment of remembrance or prayer to last for 1 minute beginning at 1:00 PM Eastern Daylight Time by, to the maximum extent practicable--
 - (i) ceasing all work or other activity; and
 - (ii) marking the moment in an appropriate manner, including by ringing bells, blowing whistles, or sounding sirens.



The U.S. Senate has unanimously passed a resolution (S. Res. 237) calling on all Americans to participate in a Moment of Remembrance on September 11, 2011. For one minute, first responders, houses of worship, towns, and others throughout the country will sound sirens and bells in a signal to each of us to STOP AND REMEMBER the 10th anniversary of the tragedies of September 11, 2001.

On September 11, 2011, will you join us in committing to STOP AND REMEMBER?

1:00 PM EDT 12:00 PM CDT 11:00 AM MDT 10:00 AM PDT

Spread the word: www.lautenberg.senate.gov/stopandremember



For more information please contact: stopandremember@lautenberg.senate.gov

Office of Senator Frank R. Lautenberg

DRAFT

RESOLUTION

(Insert Name of Municipality) Joining the National Moment of Remembrance of the $10^{\rm th}$ Anniversary of September $11^{\rm th}$

WHEREAS, the governing body of *(insert name of municipality)* expresses their support of the United State's Senate regarding coming together as a Nation and ceasing all work or other activity for a moment of remembrance beginning at 1:00 p.m. Eastern Daylight Time on September 11, 2011, in honor of the 10th anniversary of the terrorist attacks committed against the United States on September 11, 2001; and

WHEREAS, at 8:46 a.m., on September 11, 2001, hijacked American Airlines Flight 11 crashed into the upper portion of the North Tower of the World Trade Center in New York City, New York; and

WHEREAS, 17 minutes later, at 9:03 a.m., hijacked United Airlines Flight 175 crashed into the South Tower of the World Trade Center; and

WHEREAS, at 9:37 a.m., the west wall of the Pentagon was hit by hijacked American Airlines Flight 77, the impact of which caused immediate and catastrophic damage to the headquarters of the Department of Defense; and

WHEREAS, at approximately 10:00 a.m., the passengers and crew of hijacked United Airlines Flight 93 acted heroically to retake control of the airplane and thwart the taking of additional American lives by crashing the airliner in Shanksville, Pennsylvania, and, in doing so, gave their lives to save countless others; and

WHEREAS, nearly 3,000 innocent civilians were killed in the heinous attacks of September 11, 2001; and

WHEREAS, tens of thousands of individuals narrowly escaped the attacks at the Pentagon and World Trade Center and, as witnesses to this tragedy, are forever changed; and

WHEREAS, countless fire departments, police departments, first responders, governmental officials, workers, emergency medical personnel, and volunteers responded immediately and heroically to those horrific events; and

WHEREAS, the Fire Department of New York suffered 343 fatalities on September 11, 2001, the largest loss of life of any emergency response agency in United States history; and

WHEREAS, the Port Authority Police Department suffered 37 fatalities in the attacks, the largest loss of life of any police force in United States history in a single day; and

WHEREAS, the New York Police Department suffered 23 fatalities as a result of the terrorist attacks; and

WHEREAS, the impact of that day on public health continues through 2011, as nearly 90,000 people are at risk of or suffering from negative health effects as a result of the events of September 11, 2001, including 14,000 workers and 2,400 community residents who are sick, and tens of thousands of others whose health is being monitored; and

WHEREAS, 10 years later, the people of the United States and people around the world continue to mourn the tremendous loss of innocent life on that fateful day; and

WHEREAS, 10 years later, thousands of men and women in the United States Armed Forces remain in harm's way defending the United States against those who seek to threaten the United States; and

WHEREAS, on the 10th anniversary of this tragic day, the thoughts of the people of the United States are with all of the victims of the events of September 11, 2001 and their families; and

WHEREAS, the lives of Americans were changed forever on September 11, 2001, when events threatened the American way of life; and

WHEREAS, in 2009, Congress and the President joined together to designate September 11 as a National Day of Service and Remembrance under the Serve America Act (Public Law 111–13; 123 Stat. 1460); and

WHEREAS, in September 2009 and 2010, President Obama issued Proclamation 8413 (74 Fed. Reg. 47045) and Proclamation 8559 (75 Fed. Reg. 56463) proclaiming September 11, 2009, and September 11, 2010, respectively, as Patriot Day and National Day of Service and Remembrance; and

WHEREAS, September 11 will never, and should never, be just another day in the hearts and minds of all people of the United States;

NOW, THEREFORE BE IT RESOLVED that the governing body of (*insert the name of municipality*):

- (1) recognizes September 11, 2011, as a day of solemn commemoration of the events of September 11, 2001, and a day to come together as a Nation; and
- (2) offers its deepest and most sincere condolences to the families, friends, and loved ones of the innocent victims of the September 11, 2001, terrorist attacks; and
- (3) honors the heroic service, actions, and sacrifices of first responders, law enforcement personnel, State and local officials, volunteers, and countless others who aided the

innocent victims of those attacks and, in doing so, bravely risked and often gave their own lives; and

- (4) recognizes the valiant service, actions, and sacrifices of United States personnel, including members of the United States Armed Forces, the United States intelligence agencies, the United States diplomatic service, homeland security and law enforcement personnel, and their families, who have given so much, including their lives and wellbeing, to support the cause of freedom and defend the security of the United States; and
- (5) reaffirms that the people of the United States will never forget the challenges our country endured on and since September 11, 2001, and will work tirelessly to defeat those who attacked the United States; and

BE IT FURTHER RESOLVED that on the 10th anniversary of this tragic day in United States history the governing body of the (*insert the name of municipality*) calls upon all of the people and institutions of the United States to observe a moment of remembrance on September 11, 2011, including (i) media outlets; (ii) houses of worship; (iii) military organizations; (iv) veterans organizations; (v) airlines; (vi) airports; (vii) railroads; (viii) sports teams; (ix) the Federal Government; (x) State and local governments; (xi) police, fire, and other public institutions; (xii) educational institutions; (xiii) businesses; and (xiv) other public and private institutions; and

BE IT FURTHER RESOLVED that the governing body of (*insert name of municipality*) encourages the observance of the moment of remembrance to last for 1 minute beginning at 1:00 p.m. Eastern Daylight Time by, to the maximum extent practicable ceasing all work or other activity; and marking the moment in an appropriate manner, including by ringing bells, blowing whistles, or sounding sirens.



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Yolanda Reyes, (512)854-9106

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County

Executive, Planning and Budget

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: Please see attached documentation.

STAFF RECOMMENDATIONS: PBO recommends approval

ISSUES AND OPPORTUNITIES: Please see attached documentation

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leroy Nellis — Planning and Budget Office, (512) 854-9106 Jessica Rio — Planning and Budget Office, (512) 854-9106 Cheryl Aker — County Judge's Office, (512) 854-9555

BUDGET AMENDMENTS AND TRANSFERS FY 2011

8/30/2011

<u>AMI</u>	ENDMENT	<u>S</u>										
BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	In	crease	De	ecrease	Pg#
4.4		001	0000	001	0003	D	Allerede J. December			ø	111 044	
A1		001 001	9800 4952	621	9892 5001	Reserves TNR	Allocated Reserves Maintenance Agrmnts	æ	30,614	\$	111,944	1
		001	4952		5001	TNR	Maint. Agrmnts-DP	\$ \$	81,330			
A2		001	9800		9892	Reserves	Allocated Reserves	J.	01,550	\$	83,410	1
21		001	1230		6504	ITS	Trng. & Seminars	\$	83,410	Ψ	05,410	•
A3		001	9800		9892	Reserves	Allocated Reserves	•	22,122	\$	100,000	1
		001	3735	583	5004	Sheriff	Rprs-Bldg Struc & Eqp	\$	100,000	·	,	5
A4		038	4909	981	9892	Reserves	Fund 038 Allocated Resv			\$	9,589,540	
	WPBCTB	038	4909	629	8112	TNR	Land	\$	9,589,540			
A5		001	9800			Reserves	CAR Reserves			\$	90,000	11
		001			8164	TNR	Purch Svc-Infrast Rds	\$	90,000			
A6		001			1301		Reg.Salary-Visiting Judge			\$	30,000	16
		001	9397	544	6340	•	CPS Mediations	\$	6,668			
		001	0205	-44	(2.42	Civil Cts	CDS CLULT.	ø	15 220			
		001	9397	344	0342	Civil Cts	CPS Child Terminations	\$	15,330			
		001	0307	544	6350		Non CPS Contemp	\$	4,001			
		001	7371	J 11	0550	Civil Cts	Non CI 5 Contemp	J	4,001			
		001	9397	544	6351		Non CPS Juvenile	\$	4,001			
						Civil Cts		•	-,			
A7		001	2210	544	1301	Civil Cts	Reg Salary-Visiting Judge			\$	83,000	16
		001	9397	544	6341	Legal Fee -	CPS Parent Terminations	\$	65,346			
						Civil Cts						
		001	9397	544	6342	_	CPS Child Terminations	\$	17,654			
						Civil Cts						
A8		001				Reserves	Allocated Reserves	•	#0 # 40	\$	1,175,000	16
		001	9397	544	6340	•	CPS Mediations	\$	58,748			
		001	0207	E 4 4	62.41	Civil Cts	CPS Parent Terminations	\$	E01 A10			
		001	7371	344	0341	Civil Cts	CISTATEM TERMINATIONS	Þ	581,418			
		001	9397	544	6342		CPS Child Terminations	\$	465,967			
		~~1			- I	Civil Cts	value a viaminations	*	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
		001	9397	544	6350		Non CPS Contemp	\$	39,362			
						Civil Cts						280
		001	9397	544	6351	Legal Fee -	Non CPS Juvenile	\$	29,505			
						Civil Cts						

TRANSFERS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Inc	crease	De	crease	Pg#
<u>T1</u>	COD001	506	4915	808	8166	TNR	Purch Infrast Drainage			\$	345,646	23
	XESC01	506	4941	808	8105	TNR	Buildings	\$	345,646		,	



PLANNING AND BUDGET OFFICE TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO:

Commissioners Court

FROM:

Jessica Rio, Assistant Budget Director

DATE:

May 26, 2011

SUBJECT:

Budget Adjustments for Non-Capital Expenditures

The County Auditor's Office has audited CO expenditures and has found some projects that are not eligible for CO funding since they are not capitalizable expenditures. PBO has worked with the Auditor's Office and the impacted departments to process appropriate budget adjustments to allow for proper reclassification to the General Fund. The three projects/equipment purchases affected are summarized below:

- \$111,944 related to extended warranties and maintenance agreements on vehicles centrally budgeted in TNR;
- \$83,410 related to training in ITS for the Unified Communications System at 700 Lavaca; and
- \$100,000 related to the repair of an HVAC system in TCSO.

PBO notes that the amounts left in the CO's will be able to be used in a future scrubbing process for appropriate capital projects. In addition, PBO will work with departments to ensure that only appropriate capital items are budgeted in CO's and continue to urge departments to separate out any associated extended warranties, training, etc. in order to budget those associated costs in the General Fund. The General Fund Allocated Reserve has a current balance of \$6,593,956 that would be reduced to \$6,298,602. PBO concurs with these transfers from the General Fund Allocated Reserve and has already assumed their occurrence in our ending fund balance projections for FY 11.

cc: Travis Gatlin (PBO)

Diana Ramirez (PBO) Maria Wedhorn (TCSO)

Christina Jensen (TNR) Randy Lott (PBO) Nick Macik (ITS)

Hannah York (County Auditor's Office)
Adrienne Yust (County Auditor's Office)

Leroy Nellis (PBO)

Fyr _ Budget Type: 2011-Reg

Author: 49 - CROSBIE, SYDNIA

Created: 8/18/2011 3:47:47 PM

Keronger Mellig 8/24/11

PBO Category: Amendment

Court Date: Tuesday, Aug 30 2011

Dept: RESERVES

Just: Other

Transfer necessary to fund the costs of maintenance and warranty for police vehicle accessories

From Account 001-9800-981-9892	Acct Desc ALLOCATED RESERVES	Project	Proj Desc	Amount 111,944
				111,944
To Account		Project		Amount
001-4952-621-5001	MAINTENANCE AGREEMENTS			30,614
001-4952-621-5002	MAINTENANCE AGREEMENTS-DP			81,330
				111,944

Approvals	Dept	Approved By	Date Approved
Originator	49	SYDNIA CROSBIE	8/18/2011 03:52:25 PM
DepOffice	49	CAROL JOSEPH	8/18/2011 03:57:56 PM
DepOfficeTo	49	CAROL JOSEPH	8/18/2011 03:58:31 PM
PBOAnalyst	9	WILLIAM DERRYBERRY	6748/2011 04:27:13 PM

Fyr _ Budget Type: 2011-Reg

DepOfficeTo

PBOAnalyst

Author: 12 - MACIK, NICHOLAS

Created: 8/18/2011 2:33:53 PM

8/18/2011 02:45:05 PM

8/\ 8/2011 03:00:58 PM

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PBO Category: Amendment

Court Date: Tuesday, Aug 30 2011

NICHOLAS MACIK

RANDALL LOTT

12

9

Dept: RESERVES

Just: Other

To reclass training expenditures that are not CO cost per Bond Counsel

From Account 001-9800-981-9892	Acct Desc) RESERVES	Project	Proj Desc	Amount 83,410	
					83,410	
To Account			Project		Amount	
001-1230-523-6504	TRAINING & SEMINARS				83,410	
					83,410	
Approvals	Dept	Approved By		Date Approved		
Originator	12	NICHOLAS MACIK		8/18/2011 02:34:07 PM		
DepOffice	12	NICHOLAS MACIK		8/18/2011 02:44:20 PM		

Fyr _ Budget Type: 2011-Reg

Author: 9 - RIO, JESSICA

Created: 8/19/2011 2:26:37 PM

PBO Category: Amendment

Court Date: Tuesday, Aug 30 2011

Dept: RESERVES

Just: Other

To allow for reclassification of expenditures related to HVAC project previously approved by

Court in CO's.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			100,000
				100,000
To Account		Project		Amount
001-3735-583-5004	REPRS-BLDG STRUCT & EQUIP			100,000
				100,000

Approvals	Dept	Approved By
Originator	9	JESSICA RIO
DepOffice	9	JESSICA RIO
DepOfficeTo	37	MARIA WEDHORN

Date Approved

8/19/2011 2:26:46 PM

8/19/2011 2:26:55 PM

11 19/2011 2:30:05 PM

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PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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



MEMORANDUM

TO:

Members of the Commissioners Court

FROM:

Bill Derryberry, Senior Planning and Budget Analyst Wm. Whylbruy

DATE:

August 22, 2011

SUBJECT:

TNR Balcones Canyonlands Preserve Program (BCP) FY 11 Tax Benefit

Financing (TBF) Budget Amendment Request

Transportation and Natural Resources (TNR) is requesting a budget amendment of \$9,589,540 from the BCP Allocated Reserve (038-4909-981-9892) to the BCP Program TBF line-item (038-4909-629-8112) for the FY 11 allocation for expenses for land acquisition and maintenance costs for the BCP Program. This funding is assumed in the FY 11 End-of-Year projections for the BCP Fund. Please see the attached memorandum from TNR for further information on this request.

PBO recommends approval of this budget amendment. If you have any questions, please call me at 4-4741.

Cc:

Steve Manilla, P.E., County Executive, TNR

Carol Joseph, Assistant Director, TNR

Rose Farmer, Natural Resources Program Director, TNR

Cynthia McDonald, Financial Manager, TNR

Donna William-Jones, Senior Financial Analyst, TNR

Leroy Nellis, Acting County Executive, PBO

RECEIVED



11 AUG 16 AM 9:59

TRANSPORTATION AND NATURAL RESOURCES TRAVIS COUNTY STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE LANNING & BUDGET OFFICE

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

August 9, 2011

MEMORANDUM

TO:

Rodney Rhoades, Executive Manager, Planning and Budget Office

FROM:

Steven M. Manilla, R.E., County Executive TNR

SUBJECT:

Approve a Budget Transfer for the Balcones Canyonland Preserve Program (BCP) FY

2011 TIF Allocation

awe B.

Proposed Motion: Approve a budget transfer for \$9,589,540 from the Balcones Canyonland Preserve Program reserves in fund 038 for the FY 2011 TBF allocation

Summary and Staff Recommendation: TNR is requesting that the Commissioners Court approve a transfer of \$9,589,540 from the BCP fund 038 reserve account 038-4909-981-9892 for the FY 2011 TBF allocation. The FY 2011 TBF allocation budget is currently in reserves however it should be in expense line items to cover land acquisition and maintenance costs for the BCP program.

Budgetary and Fiscal Impact: There is no budgetary impact. This will provide budget for FY 2011 costs associated with the BCP program.

Required Authorizations: Planning and Budget Office.

Exhibits: A copy of budget transfer #28233.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

DWJ:SMM:dwj

Attachments

copy: William Derryberry, PBO

Donna Williams-Jones, TNR

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\BALCONES CANYONLAND PRESERVE (BCP)\FY2011 TIF Reserve Transfer Memo PBO.doc

Fyr _ Budget Type: 2011-Reg

Author: 49 - WILLIAMS-JONES, DONNA

Created: 8/9/2011 4:52:35 PM

PBO Category:

Court Date: None

Dept: TNR (TRANS & NATRL RESRC)

Just: Other

To provide Budget in expense line item for land acquistions for the FY 2011 BCP Tax Benefit

Financing revenue.

From Account	Acct Desc	Project	Proj Desc	Amount
038-4909-981-9892	ALLOCATED RESERVES	-	-	9,589,540
				9,589,540
To Account		Project		Amount
038-4909-629-8112	LAND	WPBCTB	BCP PGM-TAX BENFT FIN ACT	9,589,540
		-		0 500 540

9,589,540

Approvals

Dept

Approved By

Originator 49 DONNA WILLIAMS-JONES

Date Approved

8/9/2011 4:52:44 PM

GM200I04 Fiscal Year 2011

TRAVIS COUNTY Account Balance Inquiry

8/09/11 16:46:56

Account number :	38-4909-407.10-00	
Activity basic : Sub activity :	49 TNR (TRANS & NATRL RESRC 09 BALCONES CANYONLANDS PRE 40 OTHER FINANCING SOURCES 7 OPERATING TRANSFERS IN 10 TRANSFER FRM GENERAL FUN	
Estimated revenue	9,589,540	
Actual receipts - curr Actual receipts - ytd Unposted receipts Total receipts Unrealized revenue	7,991,283.30	91.7% 8.3

F7=Project data F8=Misc inquiry F10=Detail trans F11=Acct activity list F12=Cancel F13=Misc Budget F24=More keys

GM200Î13 TRAVIS (COUNTY	8/09/11
Fiscal Year 2011 Account Balance	ce Inquiry	16:54:03
Account number : 38-4909-981.98-	-92	
Fund : 038 Balcones Ca		
Department : 49 TNR (TRANS	& NATRL RESRC)	
Division : 09 BALCONES CA	ANYONLANDS PRE	
Activity basic : 98 RESERVES		
Sub activity : 1 RESERVES		
Element : 98 RESERVES		
Object 92 ALLOCATED H	RESERVES	
Original budget:	12,532,279	
Actual expenditures - current .:	.00	
Actual expenditures - ytd :	.00	
Unposted expenditures:	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:		0.0%
Unencumbered balance :		
	F8=Misc inqui	.ry
F10=Detail trans F11=Acct activity list	t F12=Cancel	F24=More keys

Fyr _ Budget Type: 2011-Reg

Author: 49 - WILLIAMS-JONES, DONNA

Created: 8/9/2011 4:52:35 PM

PBO Category: Amendment

Court Date: Tuesday, Aug 30 2011

Dept: TNR (TRANS & NATRL RESRC)

Just: Other

To provide Budget in expense line item for land acquistions for the FY 2011 BCP Tax Benefit

Financing revenue.

From Account	Acct Desc	Project	Proj Desc	Amount
038-4909-981-9892	ALLOCATED RESERVES			9,589,540
				9,589,540
To Account		Project		Amount
038-4909-629-8112	LAND	WPBCTB	BCP PGM-TAX BENFT FIN ACT	9,589,540
-				9,589,540

Approvals
Originator

Dept 49 Approved By

DONNA WILLIAMS-JONES

DepOffice 49

SYDNIA CROSBIE

Date Approved

8/9/2011 4:52:44 PM

8/12/2011 9:06:05 AM

PBO Concurs Nm. Derybery 8-22.11 Messeyet Millis 8/24/11

Page 1

PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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



MEMORANDUM

TO:

Members of the Commissioners Court

FROM:

Bill Derryberry, Senior Planning and Budget Analyst Was. Skuybbry

DATE:

August 22, 2011

SUBJECT:

TNR Guard Rail Budget Amendment Request

Transportation and Natural Resources (TNR) is requesting a budget amendment of \$90,000 from the CAR Reserve (001-9800-981-9891) to the Purchase Services Infrastructure line-item (001-4941-828-8164) for guardrail improvements on Gregg-Manor Road. This is an earmarked amount in the FY 11 CAR Reserve. Please see the attached memorandum from TNR for further information on this request.

PBO recommends approval of this budget amendment. If you have any questions, please call me at 4-4741.

Cc: Steve Manilla, P.E., County Executive, TNR

Carol Joseph, Assistant Director, TNR David Greear, Senior Engineer, TNR

Joe Hall, Engineer, TNR

Cynthia McDonald, Financial Manager, TNR

Donna William-Jones, Senior Financial Analyst, TNR

Leroy Nellis, Acting County Executive, PBO

OF THE

RECEIVED

TRANSPORTATION AND NATURAL RESOURCES 16 AM 9: 59 STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE THR

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

PLANNING & BUDGET OFFICE

August 8, 2011

MEMORANDUM

TO:

Rodney Rhoades, Executive Manager, Planning and Budget Office

FROM:

Steven M. Manilla, P.E., County Executive TNR

SUBJECT:

Approve Budget Transfer from CAR Reserves for FY 2011 Guardrail Improvements

Proposed Motion: Approve a budget transfer for \$90,000 from CAR Reserves for guardrail improvements on Gregg-Manor Road.

Summary and Staff Recommendation: TNR is requesting that the Commissioner's Court approve a transfer of \$90,000 from the CAR reserve account 001-9800-981-9891 to account 001-4941-828-8164 for guardrail improvements on Gregg Manor Road. During the FY 2011 budget cycle the Commissioners Court approved an earmark against CAR reserves to cover the \$90,000. TNR is expecting construction on this project to begin in September 2011 and therefore recommends approval of this transfer.

Budgetary and Fiscal Impact: This will reduce the CAR reserve account by \$90,000.

Required Authorizations: Planning and Budget Office, Jessica Rio.

Exhibits: Budget transfer 28197 for the \$90,000 has been entered in the automated budget adjustment system and supporting documentation is attached.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

DW:SMM:dw

Attachments

/cc:

David Greear, TNR

Joe Hall, TNR

Donna Williams-Jones, TNR

Jessica Rio, PBO

(8/8/2011) Donna Williams-Jones - Reserve funds transfer for guardrail safety

From:

Joe Hall

To:

Donna Williams-Jones 8/8/2011 10:00 AM

Date: Subject:

Reserve funds transfer for guardrail safety upgrades

Donna,

Please transfer the \$90,000 in reserve funds we discussed by phone to fund guardrail safety upgrades at approximately 25 sites on Gregg-Manor Rd.

Joe

Table 13

Earmarks on Allocated Reserve

Department	Description		Amount
	Receptionist Position Related Auditor's	Π	
Auditor	Office in the 700 Lavaca Building	\$	57,465
Planning & Budget	Transition Planning	\$	200,000
HRMD	ACC Internship Program	\$	25,885
ITS	Television Cable Service for Travis County	\$	200,000
Civil Courts	Family Drug Treatment Court	\$	185,439
Criminal Courts	Drug Court Grant Reserves	\$	184,727
Medical Examiner	Cadaver Contract Increase	\$	21,060
CSCD	DWI Court Program	\$	57,137
Emergency Services	HAZMAT Allocated Reserves	\$	20,000
TNR	Landfill Leachate Discharge Abatement &		
	Priority 2	\$	19,240
Criminal Justice Planning	Cash Match for MHPD Expansion grant	\$	25,000
Criminal Justice Planning	MHPD FY 11 Continuation funding	\$	51,494
Records Management	Postage and Postage	\$	50,000
Records Management	Managed Print Services	\$	200,000
HHS	Workforce Development Pilot Programs	\$	255,000
Civil Courts Legal Mandates	Civil Indigent Attorney Fees	\$	400,000
Criminal Courts Legal Mandates	Indigent Attorney Fees for Capital Cases	\$	300,000
General Administration	Transition Planning	\$	200,000
General Administration	Redistricting	\$	70,000
County Clerk	Special Election for Senator Wentworth	\$	175,000
TNR	Conservation Easment	\$	250,000
TNR	McKinney Falls Grant Match	\$	230,498
Total Allocated Reserve Earma	rks	\$	3,177,945

Earmarks on CAR Reserve

Department	Description		Amount	
ITS	Video Surveillance Phase 2 of 3	\$	135,000	
TNR	Failing Vehicles	\$	95,500	
TNR	Guardrails	\$	90,000	
Total CAR Earmarks		\$	320,500	

14

Fyr Budget Type: 2011-Reg

Author: 49 - WILLIAMS-JONES, DONNA

Created: 8/8/2011 12:07:01 PM

PBO Category: Amendment

Court Date: Tuesday, Aug 30 2011

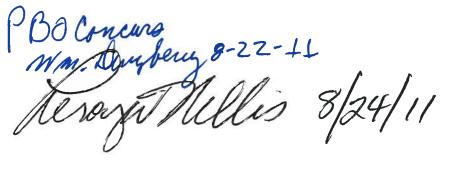
Dept: RESERVES

Just: Other

To provide budget for new guardrail improvements on Gregg Manor Road. These funds were an earmark against CAR reserves in the FY 2011 budget.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			90,000
•				90,000
To Account		Project		Amount
001-4941-828-8164	PURCH SVC-INFRASTRCTR RDS			90,000
				90,000

Approvals	Dept	Approved By	Date Approved
Originator	49	DONNA WILLIAMS-JONES	8/8/2011 12:07:05 PM
DepOffice	49	CAROL JOSEPH	8/12/2011 9:43:59 AM
DepOfficeTo	49	CAROL JOSEPH	8/12/2011 9:44:17 AM



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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



MEMORANDUM

TO:

Members of Commissioners Court

FROM:

Diana A. Ramirez, Sr. Budget Analyst Bowlame

DATE:

August 23, 2011

RE:

Request by Civil Courts for One-Time Funding from the Allocated Reserve and the

Civil Courts' General Fund Budget to Meet the End of Year Budget Requirements

for Legally Mandated Attorney Fees for Indigents

For the past several years, the Commissioners Court has approved augmenting the Legally Mandated Attorney Fees budget for civil cases. From FY 07 through FY 10, the total budget for these fees (including midyear internal reallocations and amendments from Allocated Reserve) has ranged from \$1.9 million to \$2.4 million.

Midyear in FY 09, Commissioners Court established the Office of Child Representation (OCR) and the Office of Parental Representation (OPR) with financial assistance from the Texas Supreme Court Commission of Children, Youth and Families. Based on the establishment of these two new offices, Commissioners Court adopted the Legally Mandated Attorney Fees budget for FY 10 at the reduced original amount of \$783,243. By the end of FY 10, it was clear that this amount was insufficient and Commissioners Court added \$1,333,487 to this budget from Allocated Reserve to allow the attorney fees to be paid.

In FY 11, the Adopted Budget for these fees is \$1,207,622, based in part on the knowledge that the budget reduction from FY 10 was larger than could be supported. The FY 11 budget increase was contingent on Justice and Public Safety (JPS) undertaking a detailed cost/benefit analysis of the work being done by OCR and OPR, especially given that the state grant funding for the two offices was ending at the end of FY 11.

JPS presented its detailed cost/benefit analysis to Commissioners Court in April 2011. It was concluded that the two new offices were indeed more cost effective to operate on a per-case basis than assigning private attorneys to handle those same cases. The analysis further identified a Child Protective Services (CPS) caseload increase from FY 10 to FY 11 of 11% and a projected increase for FY 12 of approximately 50% over FY 10 figures. This projected increase is based on quantitative modeling and selecting a mid-range option, neither best case nor worst case.

Throughout the summer months, JPS staff has continued tracking the FY 11 caseload and the projected increase is still holding at around 50%, or the mid-range model. Therefore, while the OCR and OPR were less expensive to operate, the cost to the county was still going to increase based on caseload increases.

After receiving this presentation, Commissioners Court approved the ongoing funding of the two offices using General Fund resources. Based on that action and the rest of the analysis presented, PBO recommended "right sizing" the Legally Mandated Attorney Fees budget in the FY 12 Preliminary Budget. The FY 12 Preliminary Budget for these fees is \$2,502,464.

This request today is to "right size" the FY 11 budget that still stands at \$1.2 million based on the best assumptions available last summer during the FY 11 budget process. Based on the detailed cost/benefit analysis from April 2011, as updated through the summer, PBO, JPS, and the Civil Courts agree that an additional \$1,308,360 will be needed this fiscal year to fully fund the projected expenditures this year. Of this amount, the Civil Courts are proposing to transfer \$133,360 in internal savings from the Visiting Judge line items in the Civil Courts budget and savings from other line items in the Legally Mandated Fees budget. The difference, \$1,175,000 is proposed to come from the Allocated Reserve. Please note that the additional funds needed are one-time in nature since PBO already has recommended "right sizing" this budget as part of the FY 12 Preliminary Budget.

PBO has already incorporated the higher expenditure estimate for FY 11 in its End of Year Expenditure Projections. Therefore, approving this budget request will not change the ending fund balance projections. The Allocated Reserve currently has a balance in excess of \$6.5 million with Earmarks of \$2.3 million. The Earmarks include \$400,000 identified for this purpose. If this request is approved, the Reserve will have a revised balance of approximately \$5.4 million.

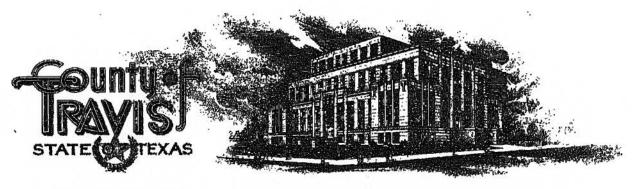
PBO recommends approval of this request.

cc: The Honorable John K. Dietz, Local Administrative Judge, Civil Courts

Peg Liedtke, Amanda Michael, Civil Courts Administration

Roger Jefferies, Tonya Mills, Justice & Public Safety

Leroy Nellis, Jessica Rio, PBO



Office of the District Judges
Heman Marion Sweatt Courthouse
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO:

Diana Ramirez, Senior Budget Analyst, Planning and Budget

FROM:

John K. Dietz, Local Administrative Judge, Civil Courts

DATE: August 22, 2011

RE:

Request for Budget Transfer from Allocated Reserves for

Civil Indigent Attorney Fees - Department 93

The Civil Courts have been working collaboratively with the Planning and Budget Office and Criminal Justice Planning over the last 10 months in an effort to more accurately project the accruals for civil indigent attorney fees in Fiscal Year 2011.

As of August 22, 2011, we are projecting a deficit of \$1,175,000 in the civil indigent attorney line-item in Fiscal Year 2011. (Please note the actual amount is \$1,308,360 but due to requested internal transfers of \$133,360 from other civil line-items, as listed below, we will be able to reduce the amount to \$1,175,000.)

Transferred Amount	From Account Number		
\$ 83,000	001-2210-544-13.01		
\$ 30,000	001-2220-544-13.01		
\$ 3,000	001-9387-544-63.01		
\$ 4,800	001-9387-544-63.05		
\$ 1,560	001-9387-544-63.16		
\$ 3,000	001-9397-544-63.05		
\$ 8,000	001-9397-544-63.16		
<u>\$133,360</u>	Civil Court Line-Items (TOTAL)		

Ms. Diana Ramirez August 22, 2011 Page Two

We respectfully request that Commissioners' Court permit us to transfer funds from earmarked allocated reserves in the amount of \$800,000 plus an additional \$375,000 from allocated reserves that was set aside by the Planning and Budget Office to cover the anticipated cost in Fiscal Year 2011 for civil indigent attorney fees.

As you know, your office has been aware of this need for an additional amount of \$375,000 from allocated reserves for civil indigent attorney fees and has planned accordingly to cover this expense. Please do not hesitate to contact us at 854-9300 should you have any questions. Thank you very much for your consideration.

Fyr _ Budget Type: 2011-Reg

Author: 22 - MICHAEL, AMANDA

Created: 8/22/2011 9:34:40 AM

PBO Category: Amendment

Court Date: Tuesday, Aug 30 2011

Dept: CIVIL COURTS

Just: Negbal

To cover projected expenditures

From Account	Acct Desc	Project	Proj Desc	Amount
001-2220-544-1301	REG SALARY-VISITING JUDGE	,	, , , , , , , , , , , , , , , , , , , ,	30,000
				30,000
To Account		Project		Amount
001-9397-544-6340	CPS MEDIATIONS			6,668
001-9397-544-6342	CPS CHILD TERMINATIONS			15,330
001-9397-544-6350	NON CPS CONTEMPT			4,001
001-9397-544-6351	NON CPS JUVENILE			4,001
				30,000

Approvals	Dept	Approved By	Date Approved
Originator	22	AMANDA MICHAEL	8/22/2011 09:38:07 AM
DepOffice	22	MARGARET LIEDTKE	8/22/2011 02:38:59 PM
DepOfficeTo	22	AMANDA MICHAEL	8/23/2011 10:35:41 AM

Boscanic 8123/11 Ausorpt Millis 8/24/11

Fyr _ Budget Type: 2011-Reg

Author: 22 - MICHAEL, AMANDA

Created: 8/22/2011 9:33:16 AM

PBO Category: Amendment

Court Date: Tuesday, Aug 30 2011

Dept: CIVIL COURTS

Just: Negbal

To cover projected expenditures

From Account 001-2210-544-1301	Acct Desc REG SALARY-VISITING JUDGE	Project	Proj Desc	Amount 83,000
				83,000
To Account		Project		Amount
001-9397-544-6341	CPS PARENT TERMINATIONS			65,346
001-9397-544-6342	CPS CHILD TERMINATIONS			17,654
				83,000

Approvals	Dept	Approved By	Date Approved
Originator	22	AMANDA MICHAEL	8/22/2011 09:38:10 AM
DepOffice	22	MARGARET LIEDTKE	8/22/2011 02:34:32 PM
DepOfficeTo	22	AMANDA MICHAEL	8/23/2011 10:35:44 AM

Dassaine 8/23/11 Nevery Millis 8/24/11

Fyr _ Budget Type: 2011-Reg

Author: 22 - MICHAEL, AMANDA

Created: 8/22/2011 9:14:44 AM

PBO Category: Amendment

Court Date: Tuesday, Aug 30 2011

Dept: RESERVES

Just: Negbal

To cover projected expenditures

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			1,175,000
				1,175,000
To Account		Project		Amount
001-9397-544-6340	CPS MEDIATIONS			58,748
001-9397-544-6341	CPS PARENT TERMINATIONS			581,418
001-9397-544-6342	CPS CHILD TERMINATIONS			465,967
001-9397-544-6350	NON CPS CONTEMPT			39,362
001-9397-544-6351	NON CPS JUVENILE			29,505
				1,175,000

Approvals	Dept	Approved By	Date Approved
Originator	22	AMANDA MICHAEL	8/22/2011 09:15:05 AM
DepOffice	22	MARGARET LIEDTKE	8/22/2011 02:33:58 PM
DepOfficeTo	22	AMANDA MICHAEL	8/23/2011 10:35:48 AM



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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



MEMORANDUM

TO:

Members of the Commissioners Court

FROM:

Bill Derryberry, Senior Planning and Budget Analyst Wa. Muyheny

DATE:

August 22, 2011

SUBJECT:

TNR East Service Center Wash Bay Project Budget Transfer Request

Transportation and Natural Resources (TNR) is requesting a budget transfer of \$345,646 from Certificate of Obligation (CO) line-item (506-4915-808-8166 Project COD001) Walnut Creek Erosion Project savings to CO line-item (506-4941-808-8105 Project XESC01) for the East Service Center Wash Bay Facility (ESCWBF). The ESCWBF was listed in the original CO issue and is eligible for the use of these funds. Please see the attached memorandum from TNR for further information on this request.

PBO recommends approval of this budget amendment. If you have any questions, please call me at 4-4741.

Cc: Steve Manilla, P.E., County Executive, TNR

Carol Joseph, Assistant Director, TNR

Cynthia McDonald, Financial Manager, TNR

Donna William-Jones, Senior Financial Analyst, TNR

Roger El-Khoury, Director, Facilities Management

Hannah York, Financial Auditor Analyst IV, County Auditor

Leroy Nellis, Acting County Executive, PBO



TRANSPORTATION AND NATURAL RESOURCES STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE TNR

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

August 19, 2011

MEMORANDUM

TO:

Leroy Nellis, County Executive, Planning and Budget Office
Steven M. Manilla, P.E., County Executive, TNR

FROM:

SUBJECT:

Request to re-allocate project savings, BA# 28220

Proposed Motion: Approve budget transfer for \$345,646 to apply Walnut Creek Erosion project savings to East Service Center wash bay project within the same CO fund.

Summary and Staff Recommendation: TNR is requesting that the Commissioner's Court approve a transfer of \$345,646 from CO account 506-4915-808-8166 project COD001 to account 506-4941-808-8105 Project XESC01. These funds are available as a result of savings from the Walnut Creek Erosion project. The East Service Center wash bay facility was listed in the original issuance and as such is eligible for use of these funds.

Required Authorizations: Planning and Budget Office, Jessica Rio.

Exhibits: Budget transfer 28220 for the \$345,646 has been entered in the automated budget adjustment system.

If you have any questions or require additional information please contact Donna Williams-Jones at extension 47677.

SC:SMM:sc

Attachments

cc:

Roger El-Khoury, Facilities Management Donna Williams-Jones, TNR

Jessica Rio, PBO

Hannah York, Auditor's Office

Budget Adjustment: 28220

Fyr _ Budget Type: 2011-Bonds

Author: 49 - WILLIAMS-JONES, DONNA

Created: 8/9/2011 11:20:06 AM

PBO Category: Transfer

Court Date: Tuesday, Aug 30 2011

Dept: TNR (TRANS & NATRL RESRC)

Just: Other

To apply project savings from the Walnut Creek Erosion project to a Washbay facility at the East Service Center. TNR is coordinating with Jessica Rio (PBO) and the Commissioners Court on

use of these project savings

From Account	Acct Desc	Project	Proj Desc	Amount
506-4915-808-8166	PURCHSRV INFRAST DRAINAGE	COD001	CERT OF OBLIG DRAINGAGE	345,646
				345,646
To Account		Project		Amount
506-4941-808-8105	BUILDINGS	XESC01	Eastside Service Center	345,646
				345 646

Approvals	Dept	Approved By	Date Approved
Originator	49	DONNA WILLIAMS-JONES	8/9/2011 11:34:05 AM
DepOffice	49	SYDNIA CROSBIE	8/12/2011 9:05:20 AM
AudBonds	6	HANNAH YORK	8/15/2011 10:59:47 AM

PBO Concurs
War. Dungberry 8-22-11

has been completed.



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

Amount	Dept Transferred Into	Date	Explanation
\$8,953,199			Beginning Balance
			Part of Ctr for Child Protection contract not
(\$18,768)	District Attorney	10/19/10	covered by Family Protection Fund
\$4,443	Various	10/15/10	Canceled Purchase Orders
\$4,051	Various	10/25/10	Canceled Purchase Orders
(\$102,500)	Medical Examiner	10/26/10	Financial Feasibility Study
(\$599,970)	TNR	10/26/10	Hamilton Pool Cleanup Project
(\$3,975)	CJP	10/26/10	ACC Internship Program
(\$5,178)	Civil Courts	10/26/10	ACC Internship Program
\$11,039	Various	11/1/10	Canceled Purchase Orders
(\$230,498)	TNR	11/9/10	McKinney Falls Grant Match
(\$3,500) \$9,79 0	Historical Commission Various	11/9/10 11/10/10	Historical Commission Grant match Canceled Purchase Orders
(\$168,117)	Facilities	11/23/10	Grant Reimbursement related to HVAC at EOB
\$3,123	Various	11/23/10	Canceled Purchase Orders
(\$170,000)	Facilities	12/7/10	BEFIT - Data Center
(\$25,100)	Facilities	12/14/10	Due Diligence for block at 3rd & Guadalupe
\$161,390	Various	12/13/10	Canceled Purchase Orders
(\$15,987)	County Attorney	12/14/10	Technical correction of liquidated PO
(\$25,000)	TNR	12/27/2010	Envision Central Texas
\$7,745	Various	1/7/11	Canceled Purchase Orders
(\$17,821)	TNR	1/13/11	Environmental Monitoring @ TXI permitted
\$23,235	Various	1/31/11	Canceled Purchase Orders
\$47,174	Various	2/3/11	Canceled Purchase Orders
\$1,273	Various	2/14/11	Canceled Purchase Orders
(\$110,000)	TNR	2/7/11	Lake Travis Eco. & Water Quality Study
\$9,068	Various	2/7/2011	Canceled Purchase Orders
(\$80,000)	Gen. Admin	3/1/2011	Vinson & Elkins
\$2,912	Various	3/5/2011	Canceled Purchase Orders
\$60	Various Facilities	3/15/2011	Canceled Purchase Orders
(\$81,000) \$128,042	Various	4/12/2011	700 Lavaca parking garage painting Canceled Purchase Orders
(\$30,774)	Facilities	4/19/2011	Palm Square Renovations - Bldg. Security
(\$68,887)	General Admin.	4/19/2011	Redistricting
\$23,184	Various	4/18/2011	Canceled Purchase Orders
\$28,187	Various	4/21/2011	Canceled Purchase Orders
(\$51,006)	Facilities	4/26/2011	Renovation-Granger Bldg. 5th floor
(\$50,000)	Facilities	5/19/2011	Handicap accessibility at CJC
(\$14,236)	Various Dept	5/24/2011	ACC Summer Internship Program
\$32,339	Various Dept	5/25/2011	Canceled Purchase Orders
(\$50,000)	County Attorney	5/31/2011	Outside counsel - Redistricting
(\$250,000)	TNR	6/21/2011	Conservation Easement
\$7,396	Various	6/27/2011	Canceled Purchase Orders
\$2,700	Various	7/6/2011	Canceled Purchase Orders
(\$35,717)		7/6/2011	Attorney - Office of Parental Rep. and Office of Child Rep.

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

\$26,003	Various	7/11/2011	Canceled Purchase Orders
(\$50,000)	Records Management	7/19/2011	Postage
(\$15,000)	Records Management	8/1/2011	Fiber Optic - TCTV to GAATN
			Adult Criminal Case Mngt. System &
(\$183,000)	ITS	8/9/2011	Prosecution module development
(\$595,000)	Facilities	8/9/2011	Roof at Collier/East Command Center
(\$5,500)	Facilities	8/1/2011	D2000 Property Appraisal
\$165,906	Various	8/12/2011	Canceled Purchase Orders
\$6,595,725	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation	
(\$57,465)	Receptionist Position Related Auditor's Office in the 700 Lavaca Building	
(\$200,000)	Transition Planning	
(\$2,496)	ACC Internship Program	
(\$200,000)	Television Cable Service for Travis County	
(\$185,439)	Family Drug Treatment Court	
(\$184,727)	Drug Court Grant Reserves	
(\$21,060)	Cadaver Contract Increase	
(\$57,137)	DWI Court Program	
(\$20,000)	HAZMAT Allocated Reserves	
(\$19,240)	Landfill Leachate Discharge Abatement & Priority 2	
(\$25,000)	Cash Match for MHPD Expansion grant	
(\$51,494)	MHPD FY 11 Continuation funding	
(\$200,000)	Managed Print Services	
(\$255,000)	Workforce Development Pilot Programs	
(\$400,000)	Civil Indigent Attorney Fees	
(\$300,000)	Indigent Attorney Fees for Capital Cases	
(\$175,000)	Special Election for Senator Wentworth	
(\$2,354,058)	Total Possible Future Expenses (Earmarks)	, ,=

\$4,241,667 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Dept Transferred Into	Date	Explanation
		Beginning Balance
Facilities	12/28/10	EOB - Safety Improvements
		Video Surveillance Phase 2 of 3-IT Critical
ITS	4/19/11	Infrastructure
Criminal Courts	7/12/11	Correction to Capital Fund
TNR	7/11/11	Replacement cost of stolen bush hog mower
TNR	8/12/11	Replacement cost of vehicles
	v	
	Facilities ITS Criminal Courts TNR	Facilities 12/28/10 ITS 4/19/11 Criminal Courts 7/12/11 TNR 7/11/11

Possible Future Expenses Against CAR Identified During the FY11 Budget Process:

Amount	Explanation
(\$95,500)	Failing Vehicles
(\$90,000)	Guardrails
(\$185,500)	Total Possible Future Expenses (Earmarks)

(\$1,649) Remaining CAR Balance After Possible Future Expenditures

Emergency Reserve Status (001-9800-981-9814)

Amount	Dept Transferred Into	Date	Explanation
\$4,950,000			Beginning Balance
\$4,950,000	Current Reserve Balance		

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

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
(\$861,000)	TNR	7/6/11	Fuel
		- u -	
\$139,000	Current Reserve Balance		

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

Amount	Dept Transferred Into	Date	Explanation
\$2,100,000			Beginning Balance
(\$120,000)	General Admin	3/1/11	Vinson & Elkins
(\$72,678)	PBO	6/7/11	Civil & Family Courthouse Analysis
\$1,907,322	Current Reserve Balance		

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

Amount	Dept Transferred Into	Date	Explanation
\$250,000	10		Beginning Balance
\$250.000	Current Reserve Balance		

Future Grant Requirements Reserve Status (001-9800-981-9837)

Amount	Dept Transferred Into	Date	Explanation
\$596,369			Beginning Balance
\$596,369	Current Reserve Balance		

Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)

Amount	Dept Transferred Into	Date	Explanation
\$51,280			Beginning Balance
(\$38,500)			Roof top units at SMART facility
\$12,780	Current Reserve Balance		

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

Amount	Dept Transferred Into	Date	Explanation
\$48,595,756			Beginning Balance
(\$22,500,000)	Facilities	12/14/10	Reimbursement Resolution-Land in
			Central Austin for Courthouse
			Reimbursement Resolution- ITS
(\$754,400)	ITS	12/21/10	Equipment
(\$3,948,400)	TNR	12/21/10	Reimbursement Resolution- Vehicles
(\$1,358,648)	Facilities	3/22/11	Reimbursement Resolution-Improving county-owned buildings
(\$1,405,000)	TNR	3/22/11	Reimbursement Resolution-Road Projects
\$595,000	Facilities	4/22/2011	Return Reimbursement Resolution
			funds for Collier roof replacement
\$763,648	Facilities	6/17/2011	
			Return Reimbursement Resolution
В			funds for CJC Plaza and various Impvts
\$22,500,000	Facilities	6/23/11	Return Reimbursement Resolution for
			Central Austin Real Estate Purchase
\$1,405,000	TNR	7/15/2011	Return Reimbursement Resolution for Capital Project
\$4,531,428	Various	7/25/2011	Return Reimbursement Resolution for Capital Project
\$127,838	Various	8/19/11	Reimbursement Resolution for FY 11
Ψ121,030	various	0/19/11	Capital Equipment Purchases
			Capital Equipment dichases
\$48.552.222	Current Reserve Balance	<u>. </u>	<u> </u>

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

Amount	Dept Transferred Into	Date	Explanation
\$1,099,930			Beginning Balance
(111,697)	ITS	11/9/10	BEFIT Personnel
(920,159)	Auditor	12/7/10	BEFIT Personnel
(68,074)	PBO	12/7/10	BEFIT Personnel
\$0 (Current Reserve Balance		



Travis County Commissioners Court Agenda Request

Meeting Date: 8/30/2011, 9:00 AM, Voting Session

Prepared By/Phone Number: Travis R. Gatlin, Planning and Budget Office, 854-

9065

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive

Planning and Budget

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

- A. Revised application submitted by Criminal Justice Planning to the United States Department of Justice, Bureau of Justice Assistance, for permanent supportive housing support services for frequent users of the Travis County Jail;
- B. Annual contract with Texas Department of Agriculture for the Juvenile Probation Department to continue the National School Lunch/Breakfast Program and USDA School Commodity Program;
- C. Annual contract with Austin/Travis County Integral Care to continue the Austin/Travis County Integral Care Community Partners for Children Coordinator Program in Juvenile Probation;
- D. Amendment to the agreement with the Texas Water Development Board to extend the term of the Flood Mitigation Assistance Planning Grant within the Transportation and Natural Resources Department until August 2012;
- E. Permission to continue the Juvenile Accountability Block Grant Juvenile Assessment Center Program in Juvenile Probation until the forthcoming agreement is fully executed;
- F. Permission to continue personnel related expenses for Texas Juvenile Probation Commission (TJPC) Grants in Juvenile Probation until the forthcoming agreements are fully executed;
- G. Permission to continue the Travis County Sheriff's Office Child Abuse Victim Services Personnel Grant until the forthcoming agreement is fully executed;
- H. Permission to continue the Family Drug Treatment Court in the Civil Courts until the forthcoming agreement is fully executed;

- I. Permission to continue the Drug Diversion Court in the Criminal Courts until the forthcoming agreement is fully executed;
- J. Permission to continue the Travis County Veteran's Court Program in the Criminal Courts until the forthcoming agreement is fully executed;
- K. Permission to continue the Casey Family Programs Community and Family Reintegration Program in Health and Human Services and Veterans Service until the forthcoming agreement is fully executed; and,
- L. Permission to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office until the forthcoming agreement is fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This week's grant packet includes 12 items. Item A is an amendment to a previously approved application to the Bureau of Justice Assistance that amends the request to provide resources for permanent supportive housing services for frequent users of the Travis County Jail. Items B and C are annual contracts for Juvenile Probation grants. Item D extends the term of the Flood Mitigation Assistance Planning Grant in TNR by an additional year. Items E through L are requests for permission to continue existing programs until forthcoming agreements are fully executed. Six of the seven permission to continue items are related to ending of the state fiscal year at the end of August. The term for these State grants mirror the state fiscal year of September 1st to August 31st. It is anticipated that these grants will continue for FY 12 and any applicable expenditures made with the General Fund will be reclassified against the grant once funds are certified.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items

ISSUES AND OPPORTUNITIES:

Additional information is provided in each item's grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A through D do not require a County match. The cost for the permission to continue for Items E through L will be covered internally by the departments and once the agreements are in place and funds are certified, the applicable program expenses will be reclassified against the grant. Since the permission to continue may span FY 11 and FY 12, the actual expended amount by fiscal year will depend on when the expenditure occurs.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office County Judge's Office

Rodney Rhoades Cheryl Aker

8/30/2011

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE FY 2011

				as backup mater	ial that is attached for clarificati						
	Dept	Grant Title	Grant Period	Grant Award	County Match	In-Kind	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
	licatio										
Ā	55	Justice Reinvestment Initiative	10/1/2011 - 9/30/2012	\$500,000	\$0	\$0	\$500,000	0	R	MC	17
Con	tracts										
В	45	National School Lunch/Breakfast Program and USDA School Commodity Program	7/1/2011 - 6/30/2012	\$267,890	\$0	\$0	\$267,890	0	R	S	32
C	45	Community Partners for Children Coordinator	9/1/2011- 8/31/2012	\$75,870	\$0	\$0	\$75,870	1	R	MC	50
D	49	Flood Mitigation Assistance - Planning Grant	8/28/2009 - 8/31/2012	\$30,000	\$10,000	\$0	\$40,000	0	R	S	68
*Am	ended fro	om original									
			Grant	Personnel	Operating Transfer/	Estimated		Filled	РВО	Auditor's	
	Dept	Grant Title	Period	Cost	Contribution to Grant	Total		FTE	Notes	Assessment	Page #
Pern	nission	n to Continue		· · ·							
E	45	Juvenile Accountability Block Grant (Local) Juvenile Assessment Center	9/1/2011 - 8/31/2012	\$8,915	\$ 8,915	\$17,830		1	R	MC	74

			Grant	Personnel	Operating Transfer/	Estimated	Filled	PBO	Auditor's	
	Dept	Grant Title	Period	Cost	Contribution to Grant	Total	FTE	Notes	Assessment	Page #
Perm	issio	n to Continue								
E	45	Juvenile Accountability Block Grant (Local) Juvenile Assessment Center	9/1/2011 - 8/31/2012	\$8,915	\$8,915	\$17,830	1	R	MC	74
F	45	Texas Juvenile Probation Commission Grants	9/1/2011 - 8/31/2012	\$495,568	\$495,568	\$991,136	71	R	EC	79
G	37	TCSO Child Abuse Victim Services Personnel	9/1/2011 - 8/31/2012	\$11,978	\$ 11,978	\$23,956	1	R	MC	83
H	22	Family Drug Treatment Court	9/1/2011 - 8/31/2012	\$5,142	\$5,142	\$10,284	1	R	MC	87
I	24	Drug Diversion Court	9/1/2011 - 8/31/2012	\$4, 706	\$ 4,706	\$9,412	1	R	MC	90
J	24	Travis County Veteran's Court	9/1/2011 - 8/31/2012	\$12,337	\$12,337	\$24 ,674	2	R	MC	95
<i>K</i>	58	Casey Family Programs Community and Family Reintegration Project	1/1/2011 - 12/31/2011	\$5,047	\$5,047	\$10,094	1	R	S	99
L	19	Family Violence Accelerated Prosecution Program	9/1/2011 = 8/31/2012	\$11,807	\$ 11,807	\$23,614	1	R	MC	102

PBO Notes:

R - PBO recommends approval. NR - PBO does not recommend approval D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

S - Simple
MC - Moderately Complex
C - Complex
EC - Extremely Complex



FY 2011 Grants Summary Report Outstanding Grant Applications

The following is a list of grants for which application has been submitted since October 1, 2010, and the notification of award has not yet been received.

		Grant	Grant	County	In-Kind	Program		Cm. Ct. Approval
Dept	Name of Grant	Term	Award	Match	III-IXIIIG	Total	FTEs	Date
49	Section 6 Traditional Grant Proposal - Karst Study	9/1/2011 - 8/31/2013	\$74,976	\$0	\$25,877	\$100,853	0	11/16/2010
19	Underage Drinking Prevention Program	10/1/2011 - 9/30/2014	\$570,783	\$107,145	\$214,701	\$892,629	3	1/4/2011
45	Drug Court and In Home Family Services Grant	9/1/2011 - 8/31/2012	\$181,000	\$20,111	\$0	\$2,011,111	0.24	1/25/2011
45	Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center	9/1/2011 - 8/31/2012	\$126,920	\$14,103	\$0	\$141,023	1.5	1/25/2011
47	Emergency Management Performance Grant	10/1/2010 - 9/30/2011	\$67,200	\$67,200	\$0	\$134,400	3	1/25/2011
55	Justice and Mental Health Collaboration Program	10/1/2011- 9/30/2012	\$49,796	\$0	\$19,304	\$69,100	0.75	2/1/2011
39	DWI Court	9/30/2011- 9/29/2012	\$206,515	\$0	\$0	\$206,515	3.5	2/22/2011
19	Family Violence Accelerated Prosecution Program	9/1/2011- 8/31/2012	\$95,456	\$34,311	\$17,088	\$146,855	2.1	2/22/2011
37	TCSO Child Abuse Victim Services Personnel	9/1/2011- 9/31/2012	\$28,748	\$19,241	\$0	\$47,989	1	2/22/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011- 8/31/2012	\$21,000	\$0	\$0	\$21,000	0	2/22/2011
45	Travis County Eagle Resource Project	9/2/2011- 8/31/2012	\$39,907	\$0	\$0	\$39,907	0	2/22/2011
45	Juvenile Treatment Drug Court- SAMHSA/CSAT	9/30/11- 9/29/2012	\$198,200	\$0	\$90,442	\$288,642	0	3/1/2011

58	Emergency Food and Shelter Program Phase 29	1/1/2011 - 12/31/2011	\$111,839	\$0	\$0	\$111,839	0	3/8/2011
22	Family Drug Treatment Court	9/1/2011- 8/31/2012	\$192,969	\$0	\$0	\$192,969	2	3/22/2011
58	AmeriCorips	8/1/2011- 7/31/2012	\$298,929	\$170,770	\$173,642	\$643,341	0	3/22/2011
45	Residential Substance Abuse Treatment Program	10/1/2011- 9/30/2012	\$142,535	\$47,512	\$0	\$190,047	1.82	3/22/2011
24	Drug Diversion Court	9/1/2011- 8/31/2012	\$132,702	\$0	\$0	\$132, 705	1	3/22/2011
24	Travis County Veteran's Court	9/1/2011- 8/31/2012	\$221,251	\$0	\$0	\$221,251	2	3/22/2011
39	Travis County Adult Probation DWI Court	9/1/2011- 8/31/2012	\$231,620	\$ 0	\$0	\$231,620	4	3/22/2011
19	Other Victim Assistance Grant	9/1/2011 - 8/31/2013	\$84,000	\$11,804	\$0	\$95,804	1	3/29/2011
23	Victim Coordinator and Liaison Grant	9/1/2011 - 8/31/2013	\$84,000	\$ 0	\$0	\$84,000	0	3/29/2011
45	Juvenile Treatment Drug Court- SAMHSA/CAST*	9/30/2011- 9/29/2012	\$199,820	\$ 0	\$0	\$199,820	0	4/12/2011
39	Travis County Adult Probation Re-entry Court	10/1/2011- 9/30/2014	\$349,812	\$0	\$0	\$349,812	2	4/12/2011
37	SCATTF - Sheriff's Combined Auto Theft Task Force	9/1/2011 - 8/31/2012	\$661, 975	\$329,820	\$0	\$991,795	11	4/26/2011
58	Parenting in Recovery	9/30/11- 9/29/12	\$500,000	\$80,189	\$86,811	\$667,000	1	5/10/2011
37	2011 COPS Hiring Program	10/1/2011- 9/30/2014	\$1,352,616	\$621,775	\$ 0	\$1,974,391	8	5/24/2011
37	State Criminal Alien Assistance Program - SCAAP 11	7/1/2009- 6/30/2010	\$915,571	\$0	\$0	\$915,571	0	6/7/2011

45	Travis County Psychology Internship Program	9/1/2011- 8/31/2016	\$525,201	\$113,260	\$0	\$638,461	0	6/7/2011
45	National School Lunch/Breakfast Program and USDA School Commodity Program	7/1/2011- 6/30/2012	\$267,890	\$0	\$0	\$267,890	0	6/14/2011
58	Travis County Family Drug Treatment Court-Children's Continuum	10/1/2011- 9/30/2014	\$550,000	\$28,012	\$155,321	\$733,333	4	6/14/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011- 9/30/2013	\$4,746	\$4,746	\$0	\$9,492	0	6/28/2011
49	CAMPO Surface Transportation- Metropolitan Mobility-Braker Lane Design	10/1/2012- 9/30/2015	\$560,000	\$140,000	\$0	\$700,000	0	6/28/2011
						67		6/28/2011
49	CAMPO Surface Transportation- Metropolitan Mobility-Grand Avenue Parkway	10/1/2012- 9/30/2015	\$5,536,000	\$1,384,000	\$0	\$6,920,000	0	6/28/2011
49	CAMPO Surface Transportation- Metropolitan Mobility-Slaughter Lane	10/1/2012- 9/30/2015	\$9,040,000	\$2,260,000	\$0	\$11,300,000	0	6/28/2011
49	CAMPO Surface Transportation- Metropolitan Mobility-Blake-Manor Shared Use Path	10/1/2012- 9/30/2015	\$2,472,000	\$618,000	\$0	\$3,090,000	0	6/28/2011
49	CAMPO Surface Transportation- Metropolitan Mobility-Fitzhugh Road	10/1/2012- 9/30/2015	\$3,574,400	\$893,600	\$0	\$4,468,000	0	6/28/2011
37	2011 Byrne Justice Assistance Grant	10/1/2011- 9/30/2014	\$98,424	\$0	\$0	\$98,424	0	7/5/2011
37	Sheriff's Combined Auto Task Force*	9/1/2011- 8/31/2012	\$649,914	\$329,820	\$0	\$979,734	11	7/12/2011
24	Travis County Veteran's Court*	9/1/2010- 12/31/2011	\$40,000	\$0	\$0	\$40,000	0	7/12/2011
37	Target & Blue Law Enforcement Grant	10/1/2011- 9/30/2012	\$5,000	\$0	\$0	\$5,000	0	8/23/2011

24	Travis County Veterans Court	1/1/2012- 12/31/2012	\$60,050	\$0	\$0	\$50,050	0	8/23/2011
58	Emergency Food & Shelter Program Phase 29	1/1/2011- 12/31/2011	\$111,839	\$ 0	\$0	\$111,839	0	8/23/2011
	and the shade of the state of t		\$30,635,604	\$7,295,419	\$783,186	\$40,514,212	63.91	

^{*} Amended from original application

FY 2011 Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2010

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
45	Travis County Eagle Resource Project	09/1/2010 - 8/31/2011	\$49,884	\$ 0	\$0	\$49,884	0	10/5/2010
58	Atmos Energy Share the Warmth	10/1/2010 - 9/30/2011	\$13,891	\$ 0	\$ 0	\$13,891	0	10/12/2010
39	Safe Havens: Supervised Visitation and Safe Exchange Grant Program	10/1/2010 - 9/30/2013	\$400,000	\$ 0	\$ 0	\$400,000	0.75	10/12/2010
39	Travis County Adult Probation DWI Court	9/1/2010 - 8/31/2011	\$234,391	\$0	\$ 0	\$234,391	4	10/26/2010
55	Office of Child Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$ 0	\$673,000	8	10/26/2010
55	Office of Parental Representation	10/1/2010 - 9/30/2011	\$50,000	\$623,000	\$ 0	\$673,000	8	10/26/2010
58	Parenting in Recovery	9/30/2010 - 9/29/2011	\$500,000	\$80,000	\$45,000	\$625,000	1	10/26/2010
45	Juvenile Treatment Drug Court-OJJDP	10/1/2010 - 9/30/2014	\$424,979	\$141,667	\$ 0	\$566,646	2.5	10/26/2010
45	Juvenile Treatment Drug Court- SAMHSA/CSAT	9/30/2010 - 9/29/2011	\$199,820	\$0	\$ 0	\$199,820	0	10/26/2010
37	2007 Byrne Justice Assistance Grant (JAG)*	10/1/2006 - 3/31/2011	\$203,845.50	\$0	\$ 0	\$203,845.50	0	10/26/2010
24	Travis County Veterans's Court	9/1/2010 - 8/31/2011	\$40,000	\$0	\$ 0	\$40,000	0	11/16/2010
39	Travis County Adult Probation DWI Court	9/30/2010 - 9/29/2013	\$597,908	\$ 0	\$0	\$597,908	3.45	11/16/2010
58	Communities Putting Prevention to Work (Tobacco Free Workstite Policy)	6/1/2010 - 2/29/2012	\$200,000	\$ 0	\$ 0	\$200,000	1.5	11/16/2010
45	Leadership Academy Dual Diagnosis Unit - Residential Substance Abuse Treatment Program	10/1/2010 - 9/30/2011	\$142,535	\$47,512	\$0	\$190,047	1.82	11/23/2010
24	Travis County Veteran's Court	9/1/2010 - 8/31/2011	\$166,003	\$0	\$ 0	\$166,003	2	11/23/2010
24	Drug Diversion Court	9/1/2010 - 8/31/2011	\$188,422	\$ 0	\$ 0	\$188,422	1	11/23/2010

	Updated 8/25/11, 3:40 p.m.	Grant	Grant	County	In-Kind	Program		Approval
Dept	Name of Grant	Term	Award	Match		Total	FTEs	Date
22	Family Drug Treatment Court	9/1/2010 - 8/31/2011	\$119,185	\$ O	\$0	\$119,185	1	11/23/2010
37	2010 UASI Grant	8/1/2010 - 7/31/2012	\$475,000	\$0	\$ 0	\$475,000	0	11/23/2010
37	2010 Byrne Justice Assistance Grant	10/1/2009 - 9/30/2013	\$114,285	\$ O	\$ 0	\$114,285	0	11/23/2010
58	Title IV-E Child Welfare Services	10/1/2010 - 9/30/2011	\$104,195.43	\$205,012.95	\$ 0	\$309,208.38	0.75	11/30/2010
58	Coming of Age (formerly RSVP) - Texas Department of Aging and Disability Services (DADS)	9/1/2010 - 8/31/2011	\$23,800	\$23,800	\$0	\$47,600	0	11/30/2010
58	Coming of Age (formerly known as RSVP)	10/1/2010 - 9/30/2011	\$63,119	\$18,936	\$0	\$82,055	0.14	11/30/2010
37	State Criminal Alien Assistance Program SCAAP 2010	7/1/2008 - 6/30/2009	\$915,571	\$ 0	\$0	\$915,571	0	11/30/2010
47	Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Strike Team Coordinator (UASI Award)	8/1/2010 - 7/31/2012	\$350,000	\$0	\$ 0	\$350,000	1	11/30/2010
47	Hazardous Materials Equipment Purchase and Maintenance (SHSP Award)	8/1/2010 - 7/31/2012	\$40,000	\$0	\$0	\$40,000	0	11/30/2010
49	Transportation Enhancement Program	11/30/2010- Completion	\$921,922	\$230,498	\$0	\$1,152,420	0	11/30/2010
49	FY11 CAPCOG Travis County Expo Center Recycling Grant	9/1/2010 - 7/31/2011	\$29,590	\$ 0	\$0	\$29,590	0	12/7/2010
49	CAPCOG FY 10 Solid Waste Enforcement Grant*	9/1/2010 - 7/31/2011	\$20,240	\$ O	\$0	\$20,240	0	12/14/2010
58	AmeriCorps*	8/1/2008 - 7/31/2009	\$228,040	\$225,977	\$0	\$454, 017	16	12/14/2010
58	Seniors and Volunteers for Childhood Immunization	10/1/2010 - 9/30/2011	\$4, 000	\$ O	\$ 0	\$4, 000	0.25	12/21/2010
58	DOE Weatherization Assistance Program	4/1/2010 - 3/31/2011	\$186,929	\$ 0	\$0	\$186,929	0	12/21/2010
37	Homeland Security Grant Program - Urban Area Strategic Initiative (UASI)	9/1/2008 - 1/15/2011	\$136,234.36	\$ O	\$0	\$136,234.36	0	12/21/2010



	Updated 8/25/11, 3:40 p.m.	Grant	Grant	County	In-Kind	Program		Approval
Dept	Name of Grant	Term	Award	Match		Total	FTEs	Date
37	2009 COPS LE Technology Grant	3/11/2009 - 3/10/2012	\$300,000	\$0	\$0	\$300,000	0	1/4/2011
24	Formula Grant - Indigent Defense Grant Program	10/1/2010 - 9/30/2011	\$446,456	\$ 0	\$ 0	\$446,456	0	1/18/2011
37	Austin/Travis County human Trafficking LE Task Force	1/1/2011 - 9/30/2011	\$15,000	\$ 0	\$ 0	\$15,000	0	1/25/2011
59	Capital Area Trauma Regional Advisory Council (CATRAC) EMS County Assistance	4/1/12010 - 8/31/2011	\$6,038	\$0	\$0	\$6,038	0	1/25/2011
37	Recovery Act - STOP Violence Against Women Act*	4/1/2010 - 6/30/2011	\$64,599	\$0	\$ 0	\$64,599	1	1/25/2011
Various	Family Violence Protection Team	10/1/2010- 9/30/2012	\$699,507	\$168,239	\$ 0	\$867,746	4.5	2/1/2011
24	Travis County Drug Diversion Court*	9/1/2009- 8/31/2010	\$161,359	\$0	\$0	\$161,359	1	2/1/2011
24	Travis County Veteran's Court*	4/1/2010- 8/31/2010	\$7,387	\$0	\$0	\$7,387	1	2/1/2011
58	FY 11 Title IV-E	10/1/2010- 9/30/2011	\$104,196	\$205,013	\$0	\$309,209	0.75	2/1/2011
58	Seniors and Volunteers for Childhood Immunization	9/1/2010- 8/31/2011	\$8,846	\$0	\$0	\$8,846	0.25	2/22/2011
58	ATCIC-Marguerite Casey Foundation Community and Family Reintegration Project	12/1/2010- 5/31/2011	\$30,000	\$0	\$0	\$30,000	1	2/22/2011
37	Sheriff's Combined Auto Theft Task Force*	9/1/2010- 8/31/2011	\$610,073	\$319,936	\$0	\$930,009	11	2/22/2011
58	AmeriCorps*	8/1/09- 7/31/10	\$278,239	\$269,446	\$10,160	\$557,845	20	2/22/2011
58	Comprehensive Energy Assistance Program	1/1/2011- 12/31/2011	\$1,279,651	\$ O	\$0	\$1,279,651	0	3/1/2011
20	General HAVA Title II Compliance	11/8/2000- 12/31/2010	\$626,673	\$ O	\$0	\$626,673	0	3/22/2011
58	Parenting in Recovery	9/30/2010- 9/29/2011	\$ 564 , 891	\$80,000	\$45,000	\$689,891	1	3/22/2011

	Updated 8/25/11, 3:40 p.m.	Grant	Grant	County	In-Kind	Program		Approval
Dept	Name of Grant	Term	Award	Match		Total	FTEs	Date
58	Texas Department of Family and Protective Services Community and Family Reintegration Project	9/01/2010- 8/31/2011	\$113,000	\$0	\$ 0	\$113,000	0	3/29/2011
49	CAPCOG FY 11 Interlocal Contract for Scrap Tire Recycling	2/11/2011 - 7/31/2011	\$8,000	\$ O	\$0	\$8,000	0	3/29/2011
19	Family Violence Protection Team*	10/1/2010 - 9/30/2012	\$699,507	\$168,239	\$0	\$867,746	4.5	3/29/2011
58	LIHEAP Weatherization Assistance Program	4/1/2011 - 3/31/2012	\$725,015	\$ O	\$0	\$725,015	0	4/5/2011
49	Flood Mitigation Assistance - Planning Grant*	8/28/2009 - 8/31/2011	\$30,000	\$10,000	\$0	\$40,000	0	4/5/2011
58	Comprehensive Energy Assistance Program (CEAP)*	1/1/2011- 12/31/2011	\$3,871,703	\$ O	\$0	\$3,871,703	0	4/12/2011
58	ARRA WAP Weatherization Assistance Program*	9/1/2009- 12/31/2011	\$6,922,699	\$ O	\$0	\$6,922,699	3	4/12/2011
17	A Cultural Resources Survey of Rural Properties in Eastern Travis County	3/1/2011 - 9/30/2012	\$4,965	\$3,000	\$1,965	\$9,929	0	4/26/2011
49	Reimers Urban Outdoor Recreation Grant*	8/28/08- 7/15/12	\$1,000,000	\$1,000,000	\$0	\$2,000,000	0	5/10/2011
37/22	Recovery Act-Stop Violence Against Women Act Program*	4/1/10- 6/30/11	\$86,849	\$ 0	\$0	\$86,849	1	5/10/2011
37	Homeland Security Grant Program - UASI*	9/1/2008- 1/15/2011	\$134,468	\$ 0	\$0	\$134,468	0	6/7/2011
24	Travis County Veterans Court*	9/1/2010- 12/31/11	\$40,000	\$0	\$0	\$40,000	0	6/7/2011
58	AmeriCorps*	8/1/2010- 7/31/2011	\$270,282	\$164,415	\$201,136	\$635,833	0	6/7/2011
58	Parenting in Recovery*	9/30/10- 9/29/2011	\$564,891	\$80,000	\$45,000	\$689,891	1	6/7/2011
47	Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE Strike Team Coordinator (UASI Award)*	8/1/2010- 12/31/2012	\$350,000	\$0	\$ 0	\$350,000	1	6/28/2011
24	Travis County Veteran's Court*	9/1/2010- 12/31/2011	\$40,000	\$0	\$0	\$40,000	0	6/28/2011
24	Drug Diversion Court*	9/1/2010- 8/31/2011	\$188,422	\$16,297	\$ 0	\$204,719	1	7/19/2011

Dept	Updated 8/25/11, 3:40 p.m. Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
58	ARRA WAP Weatherization Assistance Program*	9/1/2009- 2/28/2012	\$8,922,699	\$0	\$0	\$8,922,699	3	7/26/2011
37	Sheriff's Combined Auto Theft Task Force	9/1/2011- 8/31/2012	\$649,914	\$329,820	\$ 0	\$979,734	11	8/2/2011
58	Comprehensive Energy Assistance Program (CEAP)*	1/1/2011- 12/31/2011	\$4,318,577	\$0	\$ 0	\$4,318,577	0	8/2/2011
45	Integrated Child Support System (ICSS)*	9/1/2009- 8/31/2012	\$400,890	\$0	\$0	\$ 400 , 890	0	8/2/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP), Amendment 1*	9/1/2005 - 8/31/2013	\$175,000	\$ O	\$0	\$175,000	0	8/16/2011
12	Statewide Automated Victim Notification Service	9/1/2011- 8/31/2012	\$26,333	\$0	\$0	\$26,333	0	8/23/2011
23	Victim Coordinator and Liaison Grant	9/1/2011- 8/31/2012	\$42,000	\$0	\$0	\$42,000	0	8/23/2011
19	Other Victim Assistance Grant	9/1/2011- 8/31/2012	\$42,000	\$7,810	\$ 0	\$49,810	1	8/23/2011
47	Urban Area Security Initiative*	8/1/2010- 12/31/2012	\$350,000	\$0	\$0	\$350,000	1	8/23/2011
'Amended	from original agreement.		\$42,373,918	\$5,041,618	\$348,261	\$47,763,796	122.16	

FY 2011 Grants Summary Report Permission to Continue

						Cm. Ct.	Cm. Ct.	Has the
						Approval	Contract	General Fund
	Name of	Personnel	Operating	Estimated	Filled	Date for	Approval	been
Dept	Grant	Cost	Transfer	Total	FTEs	Continuation	Date	Reimbursed?
22	Family Drug Treatment Court	\$5,132	\$5,132	\$10,264	1	9/28/2010	11/23/2010	Yes
19	Family Violence Protection Team	\$22,811	\$22,811	\$45,622	1.5	10/5/2010	2/1/2011	Yes
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	10/5/2010	2/1/2011	Yes
58	ATCIC - Marguerite Casey Foundation Community and Family Reintegration Project	\$9,600	\$9,600	\$19,200	1	11/23/2010	2/22/2010	Yes
37	Family Violence Protection Team	\$13,121	\$13,121	\$26,242	2	12/7/2010	2/1/2011	Yes
19	Family Violence Protection Team	\$23,589	\$23,589	\$47,178	1.5	12/14/2010	2/1/2011	Yes
23	Family Violence Protection Team	\$21,263	\$21,263	\$42,526	0.5	12/21/2010	2/1/2011	Yes
58	Casey Family Programs Community and Family Reintegration Project	\$10,090	\$10,090	\$20,180	1	12/28/2010	Awaiting Contract	No
58	Comprehensive Energy Assistance Program	\$84,508	\$84,508	\$169,016	0	12/28/2010	3/1/2011	Yes
58	Comprehensive Energy Assistance Program (Operating)*	\$0	\$0	\$325,000	0	12/28/2010	3/1/2011	Yes

FY 2011 Grants Summary Report Permission to Continue

						Cm. Ct.	Cm. Ct.	Has the
						Approval	Contract	General Fund
	Name of	Personnel	Operating	Estimated	Filled	Date for	Approval	been
Dept	Grant	Cost	Transfer	Total	FTEs	Continuation	Date	Reimbursed?
58	Casey Family Programs Community and Family Reintegration Project	\$15,135	\$15,135	\$30,270	1	3/29/2011	Awaiting Contract	No
58	Casey Family Programs Community and Family Reintegration Project	\$15,135	\$15,135	\$30,270	1	6/28/2011	Awaiting Contract	No
58	AmeriCorps	\$65,619	\$65,619	\$ 131,238	2	7/26/2011	Awaiting Contract	No
	Totals	\$299,124	\$299,124	\$923,248	14.5			

^{*} Request is not a traditional permission to continue. Budget and expenditures will remain in the department's General Fund Budget until the contract is in place and reclassifications against the grant are processed.

Grants Receiving Midyear Reductions due to the State's Budget Issues

Dept	Name of Grant	Grantor	Grant Term	Original Grant Award	Reduction Amount	Admended Award	FTEs	Approval/Acceptance Date
37	Sheriff's Combined Auto Theft Task Force*	Auto Burglary and Theft Prevention Authority	9/1/2010- 8/31/2011	\$616,867	\$6,794	\$610,073	10	2/22/2011
				\$616,867	\$6,794	\$610,073	10	

^{*}The grant is shared between Travis County and six other counties. Travis County's portion of grant is roughly half with remaing funds received by the other counties. The number of TCSO FTE funded by the grant is 4.

TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

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. ARRA Grants are highlighted in bold.

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			Ę	Y 10		FY 1	1		FY 12		F	Y 13	F	Y 14	
		Grant Awa	rd Ac	dd. County Impact	Grant A	ward	Add. County Impact	Grant /	Award	Add. Count	Grant Award	A	dd. County Impact	Grant Award	Add. County Impact	Grant Award	403360	dd. County Impact
Dept	Grant Title		189									1011						
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.	\$ 375,00	00 \$	250,000	\$ 25	50,000	\$ 375,000	\$ 1:	25,000	\$ 500,00	5 -	3	625,000	\$ -	\$ 625,00		5	625,000
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 reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,00	00 \$	307,743	\$ 10	00,000	\$ 102,360	\$	50,000	\$ 152,36) \$ -	\$	152,360	\$ -	\$ 152,36	-	S	152,360
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 reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,00	00 \$	301,812	\$ 10	0,000	\$ 102,358	\$	50,000	\$ 152,35	\$ -	\$	152,359	\$ -	\$ 152,35	\$ -	3	152,359
Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	5		\$ 48	7,359	•	\$	•	\$ 26,43	\$ -	S	26,432	\$ -	\$ 26,43		\$	26,432
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.		\$	•	\$ 2,20	7,900	\$ 1,292,000					\$	•				5	•
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.	\$ -	\$	•	\$ 12	3,750		\$ 10	65,000	\$	\$ 165,000	\$	•	\$ -	\$.		\$	•
Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$	\$		\$ 6	4,599	•			\$ 5		•			\$		8	•

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 supplement 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			\$	\$ 11		\$				\$	•	\$	٠
	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	5	·	\$ 342,793		•	\$ 342,79	B \$		\$ 34	12,793	5	-	\$	342,793	\$	
and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$	•	5	•	\$ 687,047	5	•	\$ •		•	\$ -			\$	•	\$	•				
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.	\$	41,666	\$	•	\$ •	\$		\$ -	\$	•	\$ -	8		\$	•	\$	•			\$	
Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 2	288,139	\$	į	\$ 298,297	\$	·	\$ 298,297	\$	-	\$ 298,29	8		\$ 29	98,297	\$		\$	281,297	\$	
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	S	77,726	\$ 500,000	\$	80,000	\$ 500,000	\$ 8	0,000	\$ 500,000	\$	80,000	\$	•	\$	580,000	\$	-	\$ *	580,000
	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households			\$		\$ 2,311,350	TBD		\$ 4,611,349	TBD			\$				\$				\$	•
	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$	90,000	\$		\$ 136,300	\$		\$ •	S		\$ -	\$		\$	ŌC	\$				\$	-
	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.	\$ 8	333,133	\$	223,908	\$ 866,380	5	223,908	\$ 866,380	\$ 22	3,908	\$ 866,380	\$	223,908	\$ 86	66,380	\$	223,908	\$	866,390	\$	223,908
Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to development a tobacco free workstite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$	-			\$	\$		\$ 100,000			\$ 100,000	\$		\$	•	\$	•	\$	•	\$	
	Totals	\$ 3,0	70,731	\$ 1,	161,189	\$ 8,619,525	\$	2,175,626	\$ 7,252,569	\$ 1,13	5,059	\$ 2,272,470) \$	1,260,059	\$ 1,50	7,470	\$ 1,	760,059	\$ '	1,490,480	\$	1,760,059

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

	Application A	Approval:	P	ermission to	Continue:	
Check One:	Contract App	roval:		tatus Report:		
Department/Division	n: Criminal I	ustice Plann	ing/Instice o	nd Public Safe	atv	
Contact Person/Title		eries/County		ild I ublic Sale	oty	
Phone Number:	854-4759	crics/ County	LACCULIVE			
I Holic Ivallioci.	054-4759					
Grant Title:	Justice Rein	vestment Ini	tiative			
Grant Period:	From:	10/	1/2011	To:	9/30/	2012
Grantor:	Bureau of Ju	stice Assista	ance (BJA)			
American Recovery				Yes:	No	: 🛛
		0				
Check One:	New:		Continuation	on:	Amendment	: 🔲
Check One:	One-Time A	ward: 🛛		Ongoing Av	vard:	
Type of Payment:	Advance:			Reimbursen	nent:	
Grant Categories/	Federal	State	Local	County		
Funding Source	Funds	Funds	Funds	Match	In-Kind	TOTAL
Personnel:						\$0
Operating:	\$500,000	0	0	0	0	500,000
Capital Equipment:						0
Indirect Costs:						0
Total:	\$500,000	\$0	\$0	\$0	\$0	\$500,000
FTEs:	0					0.00
			The second or second			
Department	Review		tials	Co	mments	
County Auditor		EH				
County Attorney		JC				

Department	Review	Staff Initials	Comments
County Auditor		EH	
County Attorney		JC	

Performance Measures	Projected FY 11		Progress	To Date:		Projected FY 12
Applicable Depart. Measures	Measure	12/31/10	3/31/11	6/31/11	9/30/11	Measure
Decrease in jail bed days for 50 target individuals						1876
Decrease in bookings for 50 target individuals		18				267
Measures For Grant						
pending, per BJA						
Outcome Impact Description		1			r	1
Outcome Impact Description				<u> </u>		
Outcome Impact Description			<u> </u>			L

C:\Users\Petersk\Desktop\FY 11 Regular Grant Summary Sheet.doc

PBO Recommendation:

PBO recommends approval of this grant application. Please note while there are no legal obligations to continue this program after the grant period ends, there will likely be a budget request from the department in FY13 or FY14 if the program is successful. There is no grant match.

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

This grant will enhance the City of Austin's permanent supportive housing (PSH) efforts, via a collaboration with Travis County. Funding will be used to add a complementary system of services to the local PSH strategy. This proposal leverages existing permanent supportive housing resources and dollars by working with providers with available units or units that will come online in a timeframe complimentary to receipt of funding. This grant fits with the work of Travis County Justice and Public Safety by targeting a subgroup of the chronically homeless, mentally ill individuals, possibly diagnosed with co-occurring disorder, who are frequent residents of the Travis County jail, for housing and servcies.

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

None. If successful, we will petition the court to continue funding services for PSH, with the understanding continued fudning is not guaranteed.

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.

No.

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

The details of how grant money will be distributed are still being worked out and are very fluid at this time. Justice reinvestement is a new initiave for BJA and Travis County will be one of a only a handful of Phase II sites, if selected. There are no restrictions placed upon the funding, so indirect costs (if any) can be factored in with funding received, with the remainder to be used for direct costs.

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

Yes.

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

Funding from this grant will be used to provide services to chroncially homeless, mentally ill individuals who are frequent residents of the Travis County jail. The potential impact is to reduce the jail bed days consumed by these individuals, as well as the number of times these individuals are booked into the county jail.

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.

One of the key focal points of our department is the management of the jail population. The goal of this proposal is to target services towards a subset of the frequent resident population of the jail in such a way that they return less frequently to the jail and for shortened periods of time, thereby positively impacting the average daily jail population.



JUSTICE & PUBLIC SAFETY DIVISION

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

Criminal Justice Planning Roger Jefferies (512) 854-4415

Counseling & Education Services
Caryl Colbum
(512) 854-9540

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

To:

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

From:

Roger Jefferies, Executive Manager, Justice and Public Safety

Date:

August 16, 2011

SUBJECT:

APPROVE TRAVIS COUNTY'S GRANT SUBMISSION TO THE

BUREAU OF JUSTICE ASSISTANCE (BJA) FOR THE JUSTICE

REINVESTMENT INITIATIVE (JRI)

Travis County has partnered with the Urban Institute since March 2009 in efforts to examine ongoing local jail population management efforts, to sustain the effectiveness of those initiatives which are viable, and to determine potential reinvestments which could be made with these successful initiatives.

In December 2010, the Bureau of Justice Assistance (BJA) released a grant opportunity entitled the Justice Reinvestment Initiative (JRI). JRI seeks to provide technical support financial assistance to states, counties, cities, and tribal authorities who would like to engage in justice reinvestment as Phase I or Phase II sites. Because of Travis County's ongoing collaboration with the Urban Institute, we were eligible to apply as a Phase II site.

In February 2011, Travis County applied for JRI financial assistance to create a local sobriety center, after meeting with local criminal justice stakeholders and with the support of the Community Justice Council, the sponsor of our work with Urban Institute. Upon review of Travis County's application, BJA acknowledged the extensive effort and

collaboration that has gone into Travis County's justice reinvestment work to date, but strongly suggested that County stakeholders must either agree upon a specific site for the sobriety center prior to advancing as a Phase II candidate or develop a different approach to justice reinvestment.

In June 2011, with representatives from the Urban Institute present, the same group of criminal justice stakeholders reconvened to assist with Travis County's JRI grant application. Since the task of agreeing upon a suitable site for a sobriety center was unresolved, consensus was instead reached around adding a complementary system of services to the local permanent supportive housing (PSH) strategy and submitting a revised proposal based upon this. This revamped proposal leverages existing permanent supportive housing resources and dollars by working with providers with available units or units that will come online in a timeframe complimentary to receipt of funding. The target population is a subgroup of the chronically homeless, mentally ill individuals, possibly diagnosed with co-occurring disorder, who are frequent residents of the Travis County jail.

Travis County, Texas Addendum to Application to BJA for JRI Grant Funds August 16, 2011

Background

This document is an addendum to the Phase II JRI application that Travis County submitted on February 5, 2011. The original application requested funding to support the establishment of a sobriety center to serve a share of the repeat resident population identified by the Urban Institute's (UI) analysis of drivers of the county's jail population and costs (supported through the BJA-funded Justice Reinvestment at the Local Level project). The JRI steering committee desired more concrete evidence that Travis County was well-poised to move forward with the sobriety center and, concurrently, the county came to realize that while the sobriety center concept still has merit, more groundwork is required to make it a viable option. We revisited the UI analysis to identify alternative subsets of the frequent resident population and zeroed in on the chronically homeless. This addendum describes that population and how JRI resources could better serve it, including the anticipated impact on recidivism rates, jail bed days and planned reinvestment activities.

Frequent Resident and Chronically Homeless Population

About one third of total bookings represent non-unique, repeat bookings over the course of a year, highlighting the large volume of repeat residents of the jail. This subpopulation became a focus of our justice reinvestment project.

	FY11	FY12	FY13	FY14	FY15	FY16	FY17
Est. ADP	2,446	2,482	2,585	2,609	2,641	2,573	2,630
Est. Capacity	3,166	3,166	3,166	3,166	3,166	3,166	3,166

	FY07	FY08	FY09	FY10
Total Bookings	61,084	60,362	62,040	61,990
Total Unique Bookings	45,061	44,490	45,281	45,134
Total Bookings (in jail ≥ 3 days)	26,123	25,499	24,102	24,195
Total Releases (< 3 days)	35,524	34,615	37,233	36,519
% of Total Booked	58%	57%	60%	59%
Total Releases (≥ 3 days)	25,847	25,594	24,077	24,369
% of Total Booked	42%	42%	39%	39%
Combined Total of Releases	61,371	60,209	61,310	60,888

One of the key drivers of the local jail population was determined to be individuals booked two or more times from June 2006 through October 2009. Per UI's analysis, frequent residents make up 32.7% of the jail population, yet consume 69.3% of jail bed days. On average, they remain in jail five days longer than detainees with a single booking. Additionally, frequent residents charged with a Class B or Class C misdemeanor account for 50% of the frequent resident bookings.

An analysis of the people booked into the Travis County Jail two or more times from July 31, 2008, through July 31, 2011 with a psychiatric code(s) (indicating mental illness) who were also reported homeless totaled 970. This group had a total of 3,775 bookings during this period. Of the 970, 734 people reported chronic homelessness, meaning they were reported as homeless at 50% or more of their multiple bookings. This group had a total of 2,680 bookings during the same timeframe.

Where does Travis County want to go as a Phase II site?

On June 13, 2011, representatives from the Community Justice Council (CJC), which includes the City, County, and State government, as well as local nonprofit and social service agencies, met to discuss the ongoing work with JRI. Stakeholders were asked to assist with developing ideas to repurpose Travis County's pending JRI grant application, while still maintaining a focus on a primary driver of our jail population: frequent residents of the jail. The group voted unanimously to pursue funding to add services to an expanding inventory of permanent supportive housing (PSH) in Travis County for frequent users of the Travis County jail. Unlike the broader target population for a sobriety center, the target population is now concentrated on a subset of the frequent residents of the Travis County Jail, specifically those individuals who are chronically homeless and mentally ill, with a possible co-occurring disorder.

To date, the focal point of the local PSH strategy has been on securing units of housing. Travis County is seeking funding to provide PSH support services where none are currently in place. Providing housing alone will not guarantee success for those homeless frequent residents targeted by PSH and, in order to make this proposal impactful on the Travis County Jail population, a holistic system of support services is needed. This proposal will leverage existing permanent supportive housing resources and dollars by working with providers with available units or units that will come online in a timeframe complimentary to receipt of funding.

PSH is defined as "...permanent, affordable housing linked to a range of support services that enable tenants to live independently and participate in community life. It is a cost effective and successful alternative to more expensive and less efficacious emergency services or institutional settings." This approach is well supported by evidence-based practice. Research conducted and gathered by the Corporation for Supportive Housing indicates that more than 80% of residents in PSH stay housed for at least one year. Additionally, research has shown that residents in PSH have incarceration rates reduced by

50%; have 50% fewer hospital emergency room visits; are 85% less likely to need emergency detoxification services; and have a 50% increase in earned income.²

In 2010, the City of Austin passed a resolution prioritizing PSH funding and began work on a strategy directed towards the construction and operation of 350 PSH units, to be phased in by 2014. Priority was given to 225 households identified as frequent users of "public systems." As defined by the City's program, PSH is "Affordable housing linked to a range of support services that enable tenants, especially the homeless, to live independently and participate in community life..." Additionally, PSH can be offered in diverse settings but is typically apartment units; is targeted to households earning less than 30% of the area median income with multiple barriers to housing stability; is deeply affordable, with subsidized rent to accommodate tenants with extremely limited or no income; is lease-based, with no time limits to tenancy as long as lease conditions are met; is supported by comprehensive services; and is managed through a working partnership including service providers, property owners/managers, and subsidy programs. This effort is being overseen by a collaboration of City, County, non-profit, and for profit representatives. As of July 2011, 51 of the 350 PSH units are operational and available for single occupancy. An additional 131 units are "in the pipeline"; 108 of these units are slated for single occupancy and 23 units are slated for family occupancy. These units will be available for occupancy summer 2011 through fall 2012, with timeframes varying by provider.

Through community collaboration around PSH, Travis County identified and prioritized services integral to this initiative. Providers in Travis County include Green Doors, Fronts Steps, Lifeworks, Caritas, and Foundation Communities. Each provider is responsible for one or more housing sites, with a system of support services made available to tenants. These support services are provided via in-kind support from other service providers, grants, rental income, and/or private funding and donations. Any JRI

funding secured by Travis County will not supplant existing funding; rather, it addresses a funding gap in supportive services.

Among the services we intend to offer to this population, intensive case management was given the highest priority by our collaboration. The proposed case management model includes assessment (psychosocial, etc.); service plans; identifying and addressing needs (such as substance abuse), either through direct provision or referrals; addressing income stability (benefits, supported subsidies, etc.) for clients unable to work; and ongoing support and counseling. For clients who are able to work, referrals will be made to employment specialists trained by Travis County Offender Workforce Development program, and could potentially include co-case management with Central Texas Goodwill Industries. Case managers will provide onsite case management at the housing providers; and will work on a bridging model, to transition clients from intensive case management to supportive services.

The second highest priority was established as linkage to psychiatric services and medication management, which is an important piece to effectively serve individuals with serious mental illness who are released from jail. Travis County Jail treatment staff does an admirable job of stabilizing individuals during their incarceration via medications and counseling. Post release, the local mental health authority (Austin Travis County Integral Care or ATCIC) has set aside daily times for assessment for individuals to receive an initial intake for ATCIC outpatient mental health services. If the individual is assessed at the lowest level of need and without Medicaid they may have to wait for an available treatment slot to become available before they are able to receive treatment through ATCIC. There are times when an individual in this situation may find it difficult to obtain medication prescribed while they were in jail. Travis County staff and ATCIC work to make appropriate referrals for medications and ATCIC attempts to contact the individual monthly to determine continued need for services. However, the lack of face to face continuity of care can lead to an individual in this situation not taking their medications, relapsing into old patterns of daily

living and, consequently, their mental illness symptoms re-emerging. When this happens there is a higher risk that these individuals might re-offend and find themselves, once again, incarcerated.

Medical needs of the target population will be addressed by leveraging existing resources, such as community clinics and ensuring all eligible clients have a MAP (Medical Assistance Program) card to access healthcare services.

Many of the target population clients need assistance in managing their finances and/or benefits. For these clients, identifying a representative payee (via a qualified organization) is crucial. Representative payee responsibilities include using benefits to pay for the current and foreseeable needs of the clients; appropriately saving any remaining money and/or benefits; and keeping good records of how money and/or benefits are spent.

The next needed service for this target population is providing in-home care. Many of these clients will need tutelage and, in some cases, ongoing assistance with basic skills such as cooking and house cleaning, either due to a lack of previous experience or because of a barrier, physical or otherwise.

Another very important service is in-reach while potential clients are incarcerated. Either via the hiring of qualified staff or by leveraging staff at collaborative partners, there is a need to identify appropriate clients for this initiative while they are in jail and to conduct pre-release planning with these clients to ensure their transition from jail to PSH is as smooth as possible.

Who is on the Travis County team to look at the jail population and sponsor JRI? How will the JRI effort be coordinated and managed?

Like our current work with the Urban Institute, JRI is sponsored by members of the Community Justice Council (CJC0 chaired by David Escamilla, the County Attorney, and co-chaired by Rosemary Lehmberg, the District Attorney. The CJC is required by Texas law to provide guidance to local community corrections agencies and is active in Travis County, with representation from most city and

county criminal justice agencies. It has historically taken on a role as the county's principal collaborative body around broader criminal justice issues. We also have support from the Austin Police Department and local medical community to assist in our planning, as they see many of the people we see in jail in the back of their squad cars and in emergency rooms.

Criminal Justice Planning, a department within Justice and Public Safety (JPS), has been tasked by the Travis County Commissioners Court with planning and facilitating countywide criminal justice initiatives. As the County Executive of JPS, Roger Jefferies is an appropriate selection to act as the day-to-day JRI project coordinator. Cathy McClaugherty, a Senior Planner with Criminal Justice Planning, will assist Mr. Jefferies in this duty. To date, she has devoted a significant portion of her job duties to the ongoing Justice Reinvestment at the Local Level initiative with the Urban Institute; therefore, at least 50% of her time will remain assigned to this continuing initiative.

This JRI effort will support the development of a Community Consortium that will create an integrated treatment, service and support continuum for frequent residents of the County jail who are chronically homeless and mentally ill, with a possible co-occurring disorder. This program will arrange for and integrate into a continuum of services and supports, so individuals who are chronically homeless and involved with the local criminal justice system can recover through stable housing, access to behavioral health and home health care, and income stability. An invitation to participate in the Community Consortium has been extended to representatives from ATCIC; the Austin Travis County Reentry Roundtable; Caritas of Austin; the City of Austin; the Corporation for Supportive Housing; DACC; Foundation Communities; Front Steps; Green Doors; Goodwill Industries of Central Texas; and Travis County. Caritas, Foundation Communities, Front Steps, and Green Doors are housing providers active in local PSH efforts who have expressed an interest and willingness to assist with the effort to provide

housing and support services for those individuals who are chronically homeless and mentally ill, with a possible co-occurring disorder.

How much will it cost?

This chart shows the approximate annual cost of providing services to clients in PSH:

Annual Client Service Cost (Under Case Management Model)									
	Monthly Cost	Annual	Percent of Clients Needing Services	Weighted Cost					
Case Management	\$320	\$3,840	100%	\$3,840					
Mental Health Group Services	\$110	\$1,320	80%	\$1,056					
Mental Health Medication	\$80	\$960	75%	\$720					
Substance Abuse Treatment	\$135	\$1,620	65%	\$1,053					
Counseling	\$165	\$1,980	20%	\$396					
Primary Care	\$25	\$300	100%	\$300					
Food/Incidentals	\$25	\$300	100%	\$300					
Transportation	\$25	\$300	100%	\$300					
Employment/Financial Stability	\$225	\$2,700	40%	\$1,080					
Total				\$9,045					

Travis County is requesting funding from the Bureau of Justice Assistance to serve 50 clients for up to one year, at an annual cost of \$9,045/client, for a total of \$452,250 in the first year of the program. Again, the funding will be used to provide supports to chronically homeless, mentally ill, frequent users of the jail targeted for permanent supportive housing. The CJC and Community Consortium will evaluate the success of the PSH strategy and, if proven successful, will propose to the City of Austin and Travis County to sustain the program going forward with local funds.

The Corporation for Supportive Housing has documented significant decrease in incarceration rates in populations who obtain permanent supportive housing. Locally, Travis County has documented the effectiveness of intensive support services through an evaluation of the Travis County Mental Health Public Defender Officer (MHPDO), which serves many of the same clients as the target population this

initiative will address. In addition to legal representation to indigent, mentally ill misdemeanants, the MHPDO also provides intensive case management to both felony and misdemeanor clients.

The evaluation revealed that post-MHPDO-involvement, the number of bookings in the Travis County Jail for clients decreased by 57% and jail bed days consumed decreased by 20%. The average number of days elapsed since last released from jail for MHPDO clients is 385 days. Of the MHPDO clients evaluated since inception, 21% have not been rearrested in one to five years. A total jail bed day reduction was realized by involvement in MHPDO, equating to a decrease of eight inmates per day in the average daily jail population. Estimates for a target population were done, based on an average per client from the MHPDO evaluation.

As a result of the intensive case management, if similar results were seen in the target population for PSH from the group identified in the jail as homeless and mentally ill, it is estimated that there would be a 267 fewer bookings for the 50 clients served. This would result in a 1,876 jail bed day reduction and an estimated 5.14 fewer inmates in the average daily jail population. It should be noted that the clients evaluated for the MHPDO may or may not have secured permanent or semi-permanent housing. The MHPDO reports that housing opportunities for severely mentally ill clients, with varying criminal backgrounds, is limited in Travis County. To date, none of their clients have been accepted into existing supportive housing.

Travis County proposes that with the successes of the intensive case management model of the MHPDO, coupled with the supportive housing and other wrap-around services, a 10-15% increase in the results that the MHPDO has achieved could be realized.

From the analysis of homeless inmates identified as having a mental illness and multiple arrests over the last three years, a sample of 50 individuals were selected to estimate potential impact to jail bed days and bookings. The top 50 individuals with the highest number of arrests were selected. Collectively these 50 individuals have had 762 arrests and consumed 16,833 jail bed days. Applying the percentages realized through intensive case management and the estimated 15% increase as a result of permanent housing, it is believed that through this initiative arrests can be reduced by 549 and jail bed day consumption reduced by 6,060 days equating to a reduction of 5.53 individuals in the average daily jail population.

This target population is a significant cost driver to many service providers and to the criminal justice system, as a whole. A 2009 study conducted of Project Recovery participants, a substance abuse and mental health program for chronic misdemeanants, outlines the financial impact of 245 frequent offenders of Downtown Austin Community Court (DACC). DACC looked at the financial impact of these 245 frequent offenders, as related to County, District and Community/Municipal courts, as well as to EMS Services. The full study is attached to this application; based on the data and cost methodology used in this study, it's estimated that an average cost of 50 frequent users who participated in our proposed program is \$809,597 annually. Costs such as these, from which potential savings can be identified, could be reinvested in sustained support services as the inventory of permanent supportive housing grows in Travis County. Funding from BJA to provide supportive services to the chronically homeless, mentally ill, frequent users of the jail would provide us with some of the critical tools we need to achieve the desired outcomes of our community's strategy around permanent supportive housing.

^{1, 2} Permanent Supportive Housing Program and Financial Model for Austin/Travis County, Texas: Executive Summary, February 20, 2010

GRANT SUMMARY SHEET

	Appli	cation.	Approval	: 🔲	Pe	ermis	ssion to C	ontinue: 🔝	
Check One:	Contra	act Ap	proval:	\boxtimes	St	tatus	Report:		
Department/Division	n: Juv	enile F	robation	Departme	nt/ Foo	od Se	rvices		
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Operating:	\$26	7,890							\$267,890
Capital Equipment:	\$20	7,030							0
Indirect Costs:									0
Total:	\$26	7,890		\$0	\$0		\$0	\$0	\$267,890
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Applicable Depart.	Measur	es N	Ieasure	12/31/10	3/31	/11	6/31/11	9/30/11	Measure
Average daily partic	ipation		510+	N/A	N/	'A	N/A	N/A	510+
in the Program		9							
Measures For (Grant								
Number of children	enrolle	d	510+	N/A	N/	'A	N/A	N/A	510+
in program	7 11								
Outcome Impact De	scriptio							eakfast mea of Agricultu	
Number of operating	g days		365	N/A	N/		N/A	N/A	365

Number of youth and available surplus of commodities determines the amount of available groceries from the Texas

Department of Agriculture

per year

Outcome Impact Description

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court of the annual contract with the Texas Department of Agriculture to continue participation in both the National School Lunch Program/School Breakfast Program and the USDA Commodity Program for the grant term July 1, 2011 to June 30, 2012. The grants do not require a county match and there is no ongoing funding commitment. The grant offsets food costs that would otherwise need to be funded by the County.

PBO recommends approval of the request to continue the programs.

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 is an ongoing grant to provide financial assistance to Travis County in providing school age children with nutritious meals. The County is reimbursed based on the number of meals served to qualified juveniles. The USDA commodities portion of the program (\$11,468) provides donated food items to the Juvenile Probation Department. The Breakfast Lunch program which is a reimbursement program is \$256,422.

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

The County is committed and required to provide meals to juveniles held in detention and residential. This grant offsets food costs that would otherwise need to be funded by the County.

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

There is no match required.

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

The grant does not allow for indirect costs. The contract is strictly based on reimbursement for qualified meals served.

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.

Providing meals to juveniles held in detention and residential will not stop if this contract ends. If the contract ended, the County will incur the full cost for each meal served.

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

N/A. This is not a new program.

M-\Staff Current\Travis\FY 02 - FY 11 Memo-Transfer\FY 11\8-80-11 Juvenile Probation FY 11 TDA Grant Summary Sheet co.

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 reduces the overall cost to the County to provide required meals to juveniles held in detention and residential.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE
SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS
OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
JUVENILE JUSTICE

TO:

Travis Gatlin, PBO

Senior Budget Analyst

FROM:

Estela P. Medina

Chief Juvenile Probation Officer

PREPARED BY:

muchas williams

Michael Williams

Senior Financial Analyst

SUBJECT: Approval of the Contract Award to Continue the National School Lunch/Breakfast program and to include the USDA School Commodity Program

DATE: August 14, 2011

The Texas Department of Agriculture has awarded the Juvenile Probation Department for continuance of the National School Lunch/Breakfast program and the USDA School Commodity Program. The Texas Department of Agriculture (TDA) has streamlined the application process and combined both programs on one application. The purpose of this program is to offset the cost to the County for meals provided to juveniles held in detention or the Leadership Academy a program of the Juvenile Probation Department. There is no county match associated with this program.

Please review this item and place it on the August 30, 2011 Commissioner's Court agenda for their consideration and signature.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Britt Canary
Rhoda Sween
Sylvia Mendoza
Michael Williams
Matt Naper
Grant File

35

Updated 8/25/11, 3:40 p.m. Michael Williams - RE: RE: Travis County Juvenile Probation Contract renewal for National School Lunch and USDA Food

From:

Michael Williams

To:

Klehl, Sarah

Date:

7/21/2011 12:54 PM

Subject: RE: RE: Travis County Juvenile Probation Contract renewal for National School Lunch and USDA Food

Sarah, thanks so much. Is their a formal letter online or to be mailed so I can review with our Commissioner's Court.

I do appreciate the quick response. Mike

Michael Williams

Travis County Juvenile Probation Department Financial Services Unit (512) 854-7011 phone (512) 854-7097 fax

>>> "Sarah Kiehl" <Sarah Kiehl@TexasAgriculture.gov> 7/21/2011 12:35 PM >>> It stapproved you regood to go! And, please let me know if you need anything!

Sarah

From: Michael Williams [mailto:Michael.Williams@co.travis.tx.us]

Sent: Thursday, July 21, 2011 11:59 AM

To: Sarah Kiehl

Subject: RE: RE: Travis County Juvenile Probation Contract renewal for National School Lunch and USDA Food

Sarah, no problem and it is such a great program for the kids. Mike

Michael Williams

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>>> "Sarah Kiehl" <Sarah.Kiehl@TexasAgriculture.gov> 7/21/2011 11:57 AM >>> I am having someone review your Attachment B now. Once that is approved. It will be done. I'll let you know!

I apologize for the delay!!

Sarah

From: Michael Williams [mailto:Michael.Williams@co.travis.tx.us]

Sent: Thursday, July 21, 2011 11:55 AM

To: Sarah Kiehl

Subject: RE: RE: Travis County Juvenile Probation Contract renewal for National School Lunch and USDA Food

Sarah, I show that our application is stilling pending in the Texas Unified Nutrition programs system.

Can you tell me when it may be review for approval?

Our Application reads as follows:

Updated 8/25/11, 3:40 p.m.

01282 Status: Active

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

DBA:

2515 S CONGRESS AUSTIN, TX 78704 County District Code

County District Code: 227

LSC Region: 13

Thanks,

Mike

Michael Williams

Travis County Juvenile Probation Department Financial Services Unit (512) 854-7011 phone (512) 854-7097 fax

>>> "Sarah Kiehl" <Sarah.Kiehl@TexasAgriculture.gov> 3/30/2011 11:33 AM >>> Rosa Winn - 512-919-5393 rosa.winn@esc13.txed.net

Deborah Moody - 512-919-5309 deborah.moody@esc13.txed.net

James Gray - 512-919-5379 james.gray@esc13.txed.net

From: Michael Williams [mailto:Michael.Williams@co.travis.tx.us]

Sent: Wednesday, March 30, 2011 11:31 AM

To: Sarah Kiehl

Subject: RE: RE: Travis County Juvenile Probation Contract renewal for National School Lunch and USDA Food

Sara, do you have their contact information? I do appreciate it. Mike

Michael Williams

Travis County Juvenile Probation Department Financial Services Unit (512) 854-7011 phone (512) 854-7097 fax

>>> "Sarah Kiehl" <Sarah.Kiehl@TexasAgriculture.gov> 3/30/2011 11:19 AM >>>

In region 13, that would be Rosa Winn, Deborah Moody and James Gray.

Sarah Kiehl
Policy Development Specialist
Texas Department of Agriculture
Food and Nutrition Division
Phone: (512) 475-0087
Fax: (888) 237-4864

Email: Sarah.Kiehl@TexasAgriculture.gov

From: Michael Williams [mailto:Michael.Williams@co.travis.tx.us]

Sent: Wednesday, March 30, 2011 10:31 AM

To: Sarah Klehl

Subject: Fwd: RE: Travis County Juvenile Probation Contract renewal for National School Lunch and USDA Food

Sarah, who can I contract at Region 13 regarding new consolidated system - TX-UNPS?

thanks,

Updated 8/25/11, 3:40 p.m.

Mike

Michael Williams

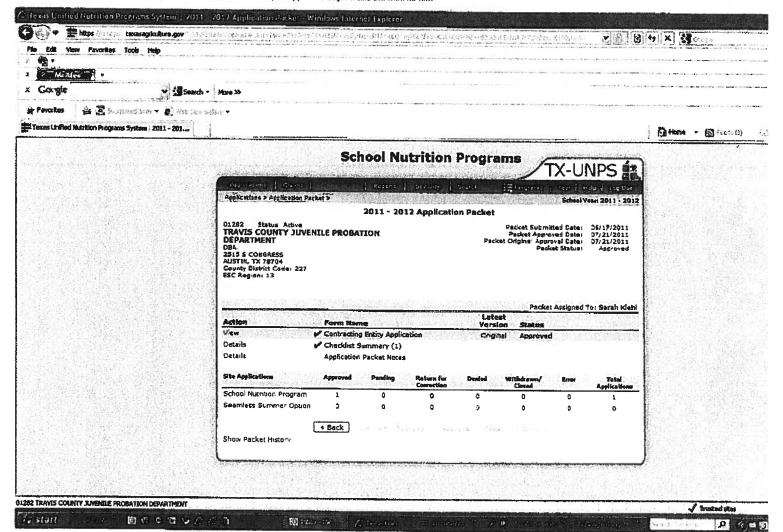
Travis County Juvenile Probation Department Financial Services Unit (512) 854-7011 phone (512) 854-7097 fax

'Sarah Klehi" <Sarah.Klehi@TexasAgriculture.gov> From: "Michael Williams" < Michael.Williams@co.travis.tx.us> To:

Date: 7/21/2011 12:57 PM

RE: RE: Travis County Juvenile Probation Contract renewal for National School Lunch and USDA Food Subject:

I think you can only view your approval online. Here is the print screen of your approval though. Would this work for now?



From: Michael Williams (mailto:Michael.Williams@co.travis.tx.us)

Sent: Thursday, July 21, 2011 12:54 PM Tor Sarah Klehl

Subject: RE: Travis County Juvenile Probation Contract renewal for National School Lunch and USDA Food

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01282 Status: Active TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT DBA: 2515 S CONGRESS AUSTIN, TX 78704 County District Code: 227 ESC Region: 13

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Michael Williams

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Sarah Kichi Policy Development Specialist Texas Department of Agriculture Food and Nutrition Division Phone: (512) 475-0087 Fax: (888) 237-4864 Email: <u>Sarah Kelt-® Теназ Арголиче до</u>х

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To: Sarah Kiehl

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thanks,

Mike

Michael Williams

Travis County Juvenile Probation Department Financial Services Unit (512) 854-7011 phone (512) 854-7097 fax

2011 - 2012 Application Packet

01282 Status: Active TRAVIS COUNTY JUVENILE PROBATION **DEPARTMENT**

DBA: 2515 S CONGRESS AUSTIN, TX 78704 County District Code: 227 ESC Region: 13 Packet Submitted Date:

06/17/2011 Packet Approved Date:

Packet Original Approval Date: Packet Status: Submitted for

Approvai

The Application Packet is currently under review by the State and is unavailable for changes.

0

Action	Form Nam	e		Late Vers		Status		
View	✓ Contracting	Contracting Entity Application			inal	Submitted		
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School Nutrition Program	0	1	0	0		n		1

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Show Packet History

Seamless Summer Option

01282

Status: Active TRAVIS COUNTY JUVENILE PROBATION

DEPARTMENT

DBA: 2515 & CONGRESS AUSTIN, TX 78704 County District Code: 227 ESC Region: 13

0001 Status: Active

TRAVIS COUNTY JUVENILE PROBATION DEPT

2515 S. Congress Ave Austin, IX 78704

Code	Warning Description
3064	11 - If NSLP 'Pricing Information' = 'Non-Pricing' then the adult price for NSLP must be greater than zero.
3074	11 - If SBP 'Pricing Information' = 'Non-Pricing' then the adult price for SBP must be greater than zero.
3084	11 - If ASCP Pricing Information = 'Non-Pricing, then the Adult price for ASCP must be greater than zero.

Version: Orlginal

Program Information

Modify Program Selection

- Participating Program(s)
- A. National School Lunch Program (NSLP)
- B. School Breakfast Program (SBP)
- C. Afterschool Care Program (ASCP)
 - D. Special Milk Program (SMP)

Sti	eet Address					
2.	Address Line 1:	2515 S. Cong	ress Ave			
	Address Line 2:					
3.	City:	Austin				
4.	State:	TX Zi	p: 78704			
Pa	rticipation Inform	nation				
5.	Is this a new site v schools?	vith a majority of t	ne students transfer	red from severe need	🛚 Yes 📵	No
	If yes, enter the ne	umber of lunches fo	or the first 3 months	of operation in quest	don 6.	
6.	Lunches claimed for	or School Year (200	9 - 2010) - Severe	Need Breakfast Reimb	oursement Rate De	termination
	Total Free Lunches	Total Reduced Price Lunches	Total Paid Lunches	Total Lunches	Free & Reduced %	Qualify for Severe Need Breakfast Reimb. Rate
	0	0	0	0	0.00%	No

٠	Select Grades at this site: (Chec	k all that apply)		
	Early E	ducation: 🔲	1st grade:	5th grade: 🗹	9th grade: 🗹
	He	ad Start: 🗍	2nd grade:	6th grade: 🗹	10th grade: 🗹
	Pre-Kind	ergarten: 🔲	3rd grade: 🗌	7th grade: 🗹	11th grade: 🗹
	Kind	ergarten: 🔲	4th grade: 🗹	8th grade: 🗹	12th grade: 🗹
8.	Kitchen Type:	On-s	ite prep	200 y	
9.	October 2010 - 2011 Enrollment	•	326		
10.	October 2010 - 2011 Eligibility:				
	Number of children approved for and Reduced meals:	Free	326		

Information

11. **PRICING:** Insert prices charged for each program in which this site will participate (e.g. if the full price for lunch is \$2.00, insert 2.00 under NSLP and in the column next to Paid).

NON-PRICING: Select if students will not be charged for meals.

REDUCED CHARGE WAIVED: Only paid students and adults are charged for meals.

NOTE: The maximum charge for reduced-price meals is \$0.40 for lunch, \$0.30 for breakfast, and \$0.15 cents for snacks. Do not enter dollar signs in the meal pricing fields.

Meal Type	Pricing Information	Paid Price	Reduced Price	Adult Price
National School Lunch Program (NSLP)	Non-Pricing - Universal Free 💽	0.00	0.00	0.00
School Breakfast Program (SBP)	Non-Pricing - Universal Free	0.00	0.00	0.00
Afterschool Care Program (ASCP)	Non-Pricing	0.00	0.00	0.00

360	CION A - NATIONAL SCHOOL LUN	CH PROGRAM (NS	LP)	
A1.	A. Months of Operation: (Check all tha	at apply)		
	Alf: 🚺 Ind: 🗹 Ang	Sep. 🗹	Oct: W Nov: W	Dec: 🗹
	Jan: 🗹 Feb	: 🗹 Mar: 🗹	Apr: 🗹 May: 🗹	Jun: 🗹
	B. Days of the week meals are served	and claimed for reimi	oursement: (Check all that	apply)
		Wed: 🗹 Thu:		Sun: 🗹
A2.	Meal Service Times Begin Time	: 11 AM - :00 -	End Time: 2 PM	- :00 -
АЗ.	Will Offer versus Serve (OVS) be impl		O y	111111111111111111111111111111111111111
A4.	Menu Planning Method - Lunch:	Traditional Food 8	ased Menu Planning (FRMP	NAME OF THE PERSON

Section B - SCHOOL BREAKFAST PROGRAM (SBP) B1. A. Months of Operation: (Check all that apply) All: Jul: 💌 Aug: 🔽 Sep: Oct: 😿 Nov: 🗸 Dec: 🔽 Jan: 🗸 Feb: 🗹 Mar: 🛂 Apr: 😾 May: 🗸 Jun: 🗹 B. Days of the week meals are served and claimed for reimbursement: (Check all that apply) Mon-Frl: ☐ Mon: ☑ Tue: ☑ Wed: ☑ Thu: ☑ Fri: 🗹 Sat: 🗹 Sun: 🗸 B2. Meal Service Times Begin Time: 6 AM • :00 :30 End Time: 8 AM B3. Will Offer versus Serve (OVS) be implemented for Breakfast? Yes ● No B4. Menu Planning Method - Breakfast: Traditional Food Based Menu Planning (FBMP)

Section C - AFTERSCHOOL CARE PROGRAM (ASCP)

C1.	A. Months of Opera	atlon: (Checi	all that apply)						
	All: 🗔	Jul: 🗹	Aug: 🗹	Sep:	V	Oct:		Nov: 🛂	Dec: 🗹
		Jan: 🗹	Feb: 🗹	Mar:	V	Apr:		May: 🗹	Jun: 🗹
	B. Days of the wee	k snacks are	served and cla	lmed	for reim	burse	ment: (C	heck all tha	t apply)
	Mon-Fri:								Sun: 🗹
C2.	Snack Service Time	es Begli	n Time: 6 PM	i d	:30		End Tin	ne: 7 PM	3 0 €
C3.	What time does the	e normal sch	ool day end?	4 PN	1	:00	• 1		
C4.	Free and Reduced	Enrollment P	ercentage: (0.00 9	6		. 100		
	A. Site is:								
	Attendance Are	ea Eligible –	Eligible based o	on ano	ther site	(clai	m all sna	cks free).	
	Name of t	he qualifying	site:						
	Percent of	needy enrol	lment at the qu	alifyir	g site fr	rom th	ne prior C	October: N/A	
	Non-Area Elioti								

Site Certification

I hereby certify that neither the Contracting Entity nor its principals/authorized representatives is presently debarred, suspended, proposed for debarment, declared ineligible, disqualified, or voluntarily excluded from participation in this transaction by any Federal/State department or agency.

I certify under penalty of perjury that the information on these application forms is true and correct, and that I will immediately report to the Texas Department of Agriculture any changes that occur to the information submitted. I understand that this information is being given in connection with receipt of federal funds. The Texas Department of Agriculture may verify information; and the deliberate misrepresentation of information will subject me to prosecution under applicable federal and state criminal statutes.

On behalf of the Contracting Entity, I hereby agree to comply with all state and federal laws and regulations governing the Child Nutrition Programs administered by the Texas Department of Agriculture. In accordance with Federal law and U.S. Department of Agriculture policy, this Contracting Entity does not discriminate on the basis of race, color, national origin, sex, age or disability. I will ensure that all monthly claims for reimbursement are true and correct and that records are available to support these claims.

Created By: RSWEEN on: 5/4/2011 9:03:06 AM Modified By: RSWEEN on: 6/17/2011 3:06:58 PM

GRANT SUMMARY SHEET

Charle Ones	App	lication A	pproval:		Permission to	Continue:			
Check One:	Con	tract Appr	oval:		Status Report:				
Department/Division	n: Ju	ıvenile Pro	obation Dej	partment/Pro	obation Servic	es Division			
Contact Person/Title	: M	fichael Wi	illiams/Sen	ior Financia	l Analyst				
Phone Number:	5	12-854-70	11		11 11 11 11				
Grant Title:	Cor	nmunity P	artners for	Children Co	ordinator				
Grant Period:		From:	_	1/2011	То:	8/31/	2012		
Grantor:	10	Austin/Travis County Integral Care (ATCIC) Community Partners for Children Coordinator							
American Recovery and Reinvestment Act (ARRA) Grant Yes: No: No:									
Check One:	Nev	w: 🗌		Continuati	on: 🛛	Amendment	:: 🔲		
Check One:	One	One-Time Award: Ongoing Award:							
Type of Payment:	Adv	vance:]		Reimbursen	nent: 🛛			
Grant Categories/ Funding Source	S. Contractions	ederal	State Funds	Local Funds	County Match	In-Kind	TOTAL		
Personnel:	\$	75,870	947				\$75,870		
Operating:							0		
Capital Equipment:							0		
Indirect Costs:							0		
Total:	\$	75,870	\$0	\$0	\$0	\$0	\$75,870		
FTEs:		1.00					1.00		
Department		Review	Staff Ini	tials	Co	mments	A Comment of the Comm		
County Auditor			MN						
County Attorney			JC						

Performance Measures	Projected FY 11		Projected FY 12			
Applicable Depart. Measures	Measure	12/31/11	3/31/12	6/31/12	9/30/12	Measure
Number of youth served	55	N/A	N/A	N/A	N/A	59
Number discharged and percent of youth who successfully completed the program.	73%	N/A	N/A	N/A	N/A	70%
Number and percent of youth re-referred to TCJPD or arrested as an adult.	20%	N/A	N/A	N/A	N/A	20%
Measures For Grant						
Not applicable						
Outcome Impact Description						

PBO Recommendation:

Juvenile Probation is requesting approval of the annual agreement with the Austin/Travis County Integral Care to continue the Austin/Travis County Integral Care Community Partners for Children Coordinator Program. The grant provide funds to support one staff person who serves as the single point of access and referral for children and families with complex needs who meet criteria for receiving services through Austin/Travis County Integral Care.

The grant provides \$75,870 and requires no County match. The grant does not require the program to continue after termination, but the department has indicated that should funding discontinue, they will seek additional resources to continue the position. The grant term is from September 1, 2011 to August 31, 2012.

PBO recommends approval of the contract in order to continue the program.

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

The Austin/Travis County Integral Care has renewed our Community Partners for Children Coordinator contract. This contract will provide a single point of access to youth and families recieving services Community Partners for Children. Through this contract, ATCIC agrees to provide \$75,580 to the Juvenile Probation Department. This contract supports one full time staff person who serves as the Community Partners for Children Coordinator. This position provides access to community services for families with children that have complex needs.

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

There has been some additional funding provided by TCJPD in the past years. County Funds have paid the longevity in the past for the position and COLA increases due to limited funding fro the grantor. Funding may be needed for additional mileage, etc.

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.

No County match is required.

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

Not applicable.

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.

There is no one program directly associated to this agreement. Instead, the activities that are supported through this agreement represent progressive efforts to streamline access to services that are already in existence and that are funded through other sources.

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

Not applicable

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

The activities supported through this contract affect TCJPD's current services in that they provide for a single point of access and referral for services provided by ATCIC and other government and non-profit agencies in county that collaborate to serve youth with special needs.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO:

Travis Gatlin, PBO

Senior Budget Analyst

FROM:

Estela P. Medina

Chief Juvenile Probation Officer

Muhal Welliam

THROUGH:

Michael Williams

Senior Financial Analyst

SUBJECT:

FY12 Austin /Travis County Integral Care (ATCIC) Community Partners for Children Coordinator

DATE: August 15, 2011

Austin /Travis County Integral Care (Formally Mental Health Mental Retardation Center A/TCMHMR) has proposed continuing our interlocal agreement to fund our Community Partners for Children Coordinator (formally the Community Resource Coordinator Grant-CRCG). Through this contract, ATCIC agrees to provide \$75,870 to the Juvenile Probation Department. This contract supports one full time staff person who serves as the Community Partners for Children Coordinator. This staff will continue to provide children and families with a complex needs a single point of access, information and referral to community service providers.

Please review this item and place it on the **August 30th** Commissioner's Court agenda for their consideration and action. Once approved, we will send over to ATCIC for their signature. If you have any questions, please contact me directly via email or phone (ext. 47011).

Thank you in advance for your attention to this request.

CC: Jim Connolly
Ellen Heath
Barbara Swift
Gail Penney-Chapmond
Alan Miller
Sylvia Mendoza
Michael Williams
Grant File

53

FY 11-12 Community Resource Coordinator

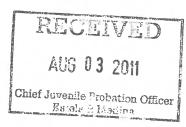
Budget Recor 09/01/11 - 08/3			С	ategory	Original		Revised
		Category		Total	Budget	ļ	Budget
191-4598-593	0901 Reg Salaries	Personnel	\$	54,670	\$ 53,470		\$53,470
	1201 Longevity Pay	Personnel	\$	-	\$0		\$0
	1501 Regular Performance	Personnel	\$	-	\$0		\$0
M12191	1201 Longevity Pay	Personnel			\$ 1,200		\$1,200
	0907 Termination	Personnel			\$0		\$0
	2102 FICA - OASDI	Fringe Benefits	\$	21,200	\$3,390		\$3,390
	2103 Hospitalization	Fringe Benefits			\$10,104		\$10,104
	2104 Life Ins.	Fringe Benefits			\$99		\$99
	2105 Retirement	Fringe Benefits			\$6,708		\$6,708
	2106 Workers Comp	Fringe Benefits			\$107		\$107
	2107 FICA - Medicare	Fringe Benefits			\$793		\$793
	4202 Auto Mileage	Travel	\$	-	-		-
	6503 Travel, Meals, Lodging	Travel					
	6504 Training and Seminar	Travel			-		-
	Total		\$	75,870	\$ 75,870	\$	75,870

NOTES: Sonia Hartman slot 236.



8/5/11 Lama W.

August 2, 2011



Travis County Juvenile Probation Department Attn: Chief Estela Medina 2515 S. Congress Ave. Austin, TX 78704

Dear Ms. Medina:

Please find enclosed two originals of the Agreement for Services (the "Agreement") with Austin-Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care ("ATCIC"). Please sign and return both originals of the Agreement within 10 business days to my attention at P.O. Box 3548, Austin, TX 78764-3548. Once ATCIC's representative has signed the Agreement, we will forward one fully signed original of each agreement to you.

If you have any questions, please contact me at (512) 440-4062.

Sincerely,

Arianna Franz

Mr. France

Coordinator of Legal and Medical Services

Enclosures

AGREEMENT FOR SERVICES

between

AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER dba AUSTIN TRAVIS COUNTY INTEGRAL CARE

and

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

THIS AGREEMENT is made and entered into by and between the Austin-Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care, a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, (the "Local Authority") and Travis County Juvenile Probation Department ("Contractor"), a political subdivision of the State of Texas, for the purpose of providing the services described below.

RECITALS

WHEREAS, pursuant to the Texas Health & Safety Code § 533.035(a) and House Bill 2292 §1.19(a)(2), the Texas Department of State Health Services (DSHS) delegates to Local Authority the authority and responsibility for planning, policy development, coordination, including coordination with criminal justice entities, and resource development and allocation for and oversight of mental health services in the most appropriate and available setting to meet individual needs in Travis County, Texas; and

WHEREAS, pursuant to the Texas Health & Safety Code § 533.035(a) and House Bill 2292 §1.20(a)(3), the Texas Department of Aging and Disability Services (DADS) delegates to Local Authority the authority and responsibility for planning, policy development, coordination, and resource development and allocation for and oversight of mental retardation services in the most appropriate and available setting to meet individual needs in Travis County, Texas; and

WHEREAS, as the local mental health/mental retardation authority, Local Authority has the authority and responsibility for the planning, policy development, coordination, resource allocation and resource development for and oversight of mental health and mental retardation services for Travis County; and

WHEREAS, Contractor desires to contract with Local Authority to provide certain services more particularly described herein.

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I. LOCAL AUTHORITY PERSONNEL

The Local Authority staff member responsible for monitoring this Agreement is Arturo Hernandez or his/her successor or designee (s).

The Local Authority staff member authorized to approve billing hereunder is Arturo Hernandez or his/her successor or designee (s).

II. INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. Independent Contractor.

- A. The relationship between the Local Authority and Contractor shall be that of an independent contractor. It is agreed that Contractor and Contractor's personnel will not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant, or borrowed servant of the Local Authority.
- B. Contractor understands and agrees that Local Authority will not:
 - (i) Withhold on behalf of Contractor any sum for income tax, unemployment insurance, social security, or any other withholding; or
 - (ii) Give to Contractor any of the benefits given to employees of Local Authority.
- 2. Professional Judgment. Contractor and its personnel shall exercise its own professional judgment in the performance of the services described herein.

III. OBLIGATIONS OF CONTRACTOR

- 1. Services. The services to be provided by Contractor are set forth in Exhibit A (the "Services").
- 2. Qualifications. Any required Professional and educational qualifications of Contractor and/or Contractor's personnel are set forth in Exhibit B.
- 3. Work Made for Hire. All work developed or prepared by Contractor pursuant to this Agreement (the "Work Product") is the exclusive property of the Local Authority. All right, title and interest in and to the Work Product shall vest in the Local Authority upon creation and the Work Product shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to either any such Work Product or such work may not, by operation of law, vest in the Local Authority, or either such Work Product or such work may not be considered a work made for hire, all rights, title and interest thereto are irrevocably assigned to the Local Authority. The Local Authority shall have the right to obtain and to hold in its own name any and all patents, copyrights, registrations, or such other protection as may be appropriate to any particular portion of the Work Product, and any extensions and renewals thereof. Contractor shall give Local Authority, as well as any person

designated by the Local Authority, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the Services.

- 4. Copyright Infringement. Contractor warrants and represents that no property protected by copyright will be reproduced or used in performance of this Agreement without the Local Authority's prior written consent, and only then provided that Contractor has previously obtained written permission from the copyright holder(s), or has otherwise demonstrated to the satisfaction of the Local Authority its right to use such property, each to the full extent necessary in Local Authority's sole judgment.
- 5. Local Authority Approval of Contractor Personnel. Contractor agrees not to subcontract or assign any Services to any third party without the Local Authority's prior written approval. Any subcontractors or employees of Contractor are the direct and sole responsibility of Contractor.

6. Representations.

- (a) Contractor represents and warrants that its employees or personnel are not currently employees of the Local Authority.
- (b) Contractor represents and warrants that it is not more than 30 days delinquent in child support payments and is eligible to receive payments from state funds as required by Texas Family Code Section 231.006.
- 7. Receipts and Records. Contractor agrees to provide the Local Authority upon request with original receipts for the purchases of all goods and services involving the use of Local Authority funds as well as all other financial and supporting documents and statistical records.
- 8. Disclosure. Contractor agrees to disclose to the Local Authority if it or any of its subcontractors or employees rendering Services pursuant to this Agreement is currently barred from the award of a federal or state contract, or if such occurs anytime during the term of this Agreement.
- 9. Immigration Reform and Control Act. Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
- 10. AIDS/HIV Workplace Guidelines. Contractor agrees to adopt and implement AIDS/HIV workplace guidelines and AIDS/HIV confidentiality guidelines, consistent with state and federal law.
- 11. Required Reporting Regarding Licensure. Contractor agrees that it shall report to Local Authority any allegations that either Contractor or any professional licensed or certified by the State of Texas and employed by or contracted with the Contractor and is or may provide any Services has either (a) committed an action that constitutes grounds for the denial or revocation of certification or licensure, or (b) had his/her license revoked. If Contractor or Contractor's employee has such a denial or revocation, and

thereafter provides Services, then this Agreement may be terminated without prior notice.

- 12. Reports of Abuse, Neglect and Exploitation. Contractor agrees that it shall report any allegations of abuse and neglect in accordance with applicable law including, without limitation, rules of the Texas Department of Family and Protective Services, and rules of the Texas Department of Health.
- 13. Contractor's Governing Body. Contractor agrees to provide Local Authority with a list of the members of Contractor's governing body, if applicable.
- 14. Confidentiality/Protected Health Information. Contractor shall comply with all applicable laws, rules and regulations relating to the confidentiality of information and shall establish a method to secure the confidentiality of records and other information pertaining to Covered Individuals, all as required by the applicable provisions of Texas law, the privacy and security regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the Federal regulations contained in 42 CFR Part 2 governing confidentiality of alcohol and drug abuse records.
- 15. Access. Pursuant to Health and Safety Code 534.060, Contractor agrees to allow the Local Authority, its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under the control of the Contractor, as necessary, to enable such agencies and the Local Authority to audit, monitor, and review all financial or programmatic activities in services associated with this Agreement.
- 16. Retention of Records. Except as expressly provided otherwise in this Agreement, Contractor agrees to retain all records pertinent to the Agreement for a period of five (5) years after the date of termination or expiration of this Agreement.
- 17. Lobbying and Political Activity. Contractor shall not use funds received under this Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, federal or state, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352, as amended, and UGMS).

Contractor shall execute **Exhibit D**, "Certification Regarding Lobbying". If applicable, Contractor shall submit to Center Standard Form LLL (Disclosure of Lobbying Activities), containing the name(s) of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with that contract or grant, a certification that none of the funds received under this Agreement have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement.

IV. RESPONSIBILITIES OF THE LOCAL AUTHORITY

1. Payment.

- A. In consideration of the obligations undertaken by Contractor, the Local Authority agrees to pay Contractor, in accordance with the fee schedule attached as **Exhibit C**. The maximum amount to be paid to Contractor under this Agreement is \$75,870.00.
- B. Payment will be made as reflected in **Exhibit** C based upon a completed invoice approved either by Local Authority's Executive Director, or by the Local Authority employee(s) authorized to approve billing(s).
- C. Payment for Services is conditioned upon the Contractor completing the documentation necessary for the Local Authority to process the invoice(s). Such documentation must be complete, legible, and properly signed with title, date, and time as required. The contents must meet applicable standards, reporting requirements and rules set forth by any governmental agency and/or the Local Authority. Contractor shall prepare a separate invoice for each Local Authority division requesting Services, and submit invoices to such division(s) on a monthly basis for the Services provided during the immediately preceding month. The standard invoice form will be used for all Services.
- D. The Local Authority agrees to pay the Contractor for expenses that are incurred in performing services authorized by this Agreement as specified in writing and approved in writing in advance of such incurrence by the Local Authority employee authorized to approve billings.
- 2. Franchise Tax. If Contractor is a corporation and becomes delinquent in the payment of its Texas Franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is fully cured.

V. INSURANCE

1. Contractor agrees to maintain and to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, such policies of general, professional liability and worker's compensation insurance coverage as required by Local Authority in order to insure Contractor and Local Authority against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement.

2. Contractor shall furnish copies of all the above-described insurance policies and a certificate of insurance pertaining to each such policy to the Local Authority upon request. All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Local Authority and shall name the Local Authority as an additional insured. The Local Authority may withhold payments under the terms of this Agreement until the Contractor furnishes the Local Authority copies of all such policies and certificates of insurance from the insurance carrier(s), showing that such insurance is in full force and effect. Contractor shall give the Local Authority 30 days' prior written notice of any proposed cancellation of any of the above-described insurance policies.

VI. INDEMNIFICATION

Contractor hereby agrees to the fullest extent permitted under the laws of the State of Texas to indemnify and hold harmless the Local Authority, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the (a) performance or non-performance of Contractor's obligations under this Agreement, (b) negligence, or (c) willful misconduct; whether by the Contractor, its directors, officers, employees, or agents.

VII. TERM AND TERMINATION

- 1. Term. This Agreement shall become effective on September 1, 2011 (the "Effective Date"), and shall terminate August 31, 2012.
- 2. Immediate Termination. Local Authority may terminate this Agreement immediately if (a) Local Authority does not receive the full anticipated funding to pay for the Services under this Agreement from any funding source; (b) Local Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of any persons served under this Agreement; (c) Contractor has become ineligible to receive Local Authority funds; or (d) Contractor or its employees has its Texas or other state license or certification suspended or revoked.
- 3. Termination Upon Default. Either party may terminate this Agreement after 30 days' written notice if the other party is in default of any of the provisions herein.
- 4. Termination without Cause. Local Authority may terminate this Agreement without cause on thirty (30) days' written notice to Contractor.
- 5. Termination by Mutual Consent. This Agreement may be terminated by the mutual consent of both parties.

VIII. MISCELLANEOUS

- 1. Nondiscrimination. Each party to this Agreement agrees that no person, on the basis of race, ethnicity, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any Services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these Acts.
- 2. Amendment. Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Local Authority and Contractor, respectively.
- 3. Entire Agreement. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.
- 4. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.
- 5. Notices. Any required notice hereunder shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Local Authority or Contractor at the address for such recipient shown below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Local Authority:
Austin-Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care
David Evans, Executive Director
P.O. Box 3548
Austin, Texas 78764-3548

With a copy to the Local Authority's General Counsel at the same address.

If to Contractor:
Travis County Juvenile Probation Department
Attn: Chief Estela Medina
2515 S. Congress Ave.
Austin, Texas 78704

6. Severability. The invalidity or unenforceability of any term of provision hereof shall not affect the validity or enforceability of any other terms or provisions.

By:_

- 7. Authority to bind Local Authority. This Agreement is not binding upon the Local Authority unless and until it has been executed by Local Authority's Executive Director or his designee.
- 8. Survival. The provisions of this Agreement which, by their nature, are intended to survive termination or expiration of this Agreement shall so survive including, without limitation, Sections III.3., III.4., III.6., III.14, III.16., V., VI. and VIII.
- 9. Contractor's Authority. The person or persons executing and signing this Agreement on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.
- 10. Exhibits. All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER dba AUSTIN TRAVIS COUNTY INTEGRAL CARE

Arturo Hernandez, Director of Child and Family Services
Date:
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT
Ву:
By:
Date:
By:
Samuel T. Biscoe, Travis County Judge
Date:

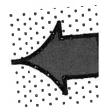


EXHIBIT A

SERVICES TO BE PROVIDED

The services to be provided by Contractor (collectively, the "Services") include (a) providing (1) full-time person to serve as a Community Partners For Children Coordinator (such Community Partners For Children Coordinator sometimes hereinafter referred to as "Staff"), and (b) providing Staff with appropriate office space, supplies and furniture. Staff's responsibilities shall include, but may not be limited to (a) determining and identifying the strengths and needs of those persons with complex needs, and (b) coordinating care and serving as the single point of access, information and referral to other community-based providers for children and families with complex needs. Staff will be involved in training with appropriate community partners.

EXHIBIT B

QUALIFICATIONS OF CONTRACTOR

Staff must have a minimum of a bachelor's degree and either (a) have at least five (5) years of experience with children and families with complex needs, or (b) be a parent of a child with disabilities who is or has been involved in any child serving system providing services in Travis County, Texas.

EXHIBIT C

Contractor will be paid on an actual cost reimbursement basis for costs of Staff including salary, fringe benefits, auto mileage, training and seminar expenses, and training/seminar-related travel, meals and lodging.

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated-funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

By:	
Estela P. Medina, Chief Juvenile Probation O	fficer
Date:	
By:	
Samuel T. Biscoe, Travis County Judge	
Date:	
	12



Check One:	Application A	Approval: [Permission to	Continue:		
	Contract App	oroval:	\boxtimes	Status Report:			
Department/Division	n: TNR- Natu	ıral Resourc	es and Envir	onmental Qua	lity		
Contact Person/Title	: Melinda M	Iallia, Envir	onmental Pro	ject Manager			
Phone Number:	512 854-44	460		2			
Grant Title:	Flood Mitiga	tion Assista	nce - Plannii	ng Grant			
Grant Period:	From:		28/2009	To:	08/31	/2012	
Grantor:	Texas Water	Developme	nt Board				
Check One:	New:		Continuation	n· 🗆	Amendment	:: 🛛	
Check One:	One-Time A	ward: 🛛	Continuation	Ongoing Av		·· [2]	
Type of Payment:	Advance:			Reimbursen			
Crant Catagorical	Federal	State	Local	County		Na Vertical and the	
Grant Categories/ Funding Source	Funds	Funds	Funds	County Match	In-Kind	TOTAL	
Personnel:						0	
Operating:	30,000			10,000		40,000	
Capital Equipment:						0	
Indirect Costs:						0	
Total:	30,000	0	0	10,000	0	40,000	
FTEs:						0.00	
Auditor's Office Ro Auditor's Office Co County Attorney's	mments:	act Review:	X	Staff Initials:			

Performance Measures Applicable Depart. Measures	Projected FY 09 Measure	12/31/09	Progress 3/31/10	To Date: 6/31/10	9/30/10	Projected FY 10 Measure
Prepare Hazard Mitigation Action Plan and update every five years	2005 HMAP complete					2010 HMAP submitted to FEMA
Measures For Grant						
Outcome Impact Description						

Update Hazard Mitigation	1 HMAP		1 HMAP
Action Plan to TWDB and	submitted		approved
FEMA standards	to TWDB		by
1 1 2	& FEMA		TWDB&
			FEMA

PBO concurs with proceeding with this grant amendment.

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?

Grant funds have been awarded to update Travis County's Hazard Mitigation Plan (HMP). FEMA requires local governments to update these plans every five years in order to maintain eligibility for grant funds. The update will focus primarily on the mitigation actions that can be taken to reduce losses of life and property due to flood events.

Three municipalities have asked to be included in the plan: Village of the Hills, the City of Sunset Valley and the City of Pflugerville. At least one representative from each of these local governments will participate as a member of the planning committee.

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

No long-term funding commitments are required beyond the match.

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

The grant requires a 25% match of \$10,000. Funds are available for this purpose in TNR's approved FY09 budget, account number 001-4908-628.40-07.

The cities of Pflugerville, Sunset Valley and Village of the Hills have committed \$2,500 each to cost share in plan development. Interlocal Agreements are being drafted to secure these funds. Once executed, the funds may be applied to the match, reducing Travis County's share.

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

No, the grant does not have an indirect cost allocation.

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 program to develop and obtain approval of updated HMAP will discontinue upon completion of the grant.

- 6. If this is a new program, please provide information why the County should expand into this area.
- 7. Please explain how this program will affect your current operations. Please tie the performance measures for this program back to the critical performance measures for your department or office.

Updating the HMP will provide Travis County with the information needed to mitigate effectively for natural hazards and preserve the county's ability to obtain federal funds after disasters.



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By: Mickey Roberts Phone #: 854-6613

Division Director/Manager: Jon White

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on a grant contract amendment with the Texas Water Development Board for the FY09 Flood Mitigation Assistance (FMA) Planning Grant, Contract No. 0904831035.

BACKGROUND/SUMMARY OF REQUEST:

The proposed amendment would extend the Contract Completion Date by one year, to August 31, 2012. An FMA Planning Grant has been awarded to update the county's Hazard Mitigation Plan (HMP), which addresses natural hazards and identifies mitigation measures that will be taken to reduce loss of life and property due to natural disasters such as flood, fire, tornado or ice storms. The Federal Emergency Management Agency (FEMA) requires local governments to update HMPs every five years in order to maintain eligibility for grant funds in future disasters.

STAFF RECOMMENDATIONS:

Staff recommends approval.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

This amendment has no fiscal impact.

ATTACHMENTS/EXHIBITS:

Amendment No. 2 to referenced Contract

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Chris Gilmore		CAO	
Michelle Gable	-	Auditor's Office	1.2000.00
William Derryberry		PBO	

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: : 0101 - Administrative -

STATE OF TEXAS

TWDB Contract No. <u>0904831035</u>

COUNTY OF TRAVIS

TEXAS WATER DEVELOPMENT BOARD

AND

TRAVIS COUNTY

AMENDMENT NO. 2

This Contract and Agreement made and entered on December 3, 2009 and amended on April 19, 2011, is hereby further amended as follows:

- 1. Section I, Item L (Contract Completion Date) is changed from <u>August 31, 2011 to August 31, 2012</u>.
- 2. All other terms and conditions of TWDB Contract No. 0904831035 shall remain in full force.

IN WITNESS WHEREOF, the parties hereto cause this Contract and Agreement to be duly executed in duplicate.

TEXAS WATER DEVELOPMENT BOARD TRAVIS COUNTY

Carolyn L. Brittin	The Honorable Samuel 7	T. Biscoe
Deputy Executive Administrator	County Judge	
Water Resources Planning & Information	#II	
		9
Date:	Date:	

	Application A	Approval:	\boxtimes	Perm	ission to	Continue: 🛚	
Check One:	Contract App	oroval:		Statu	s Report:		
					•		
Department/Division							
Contact Person/Title	and the same of th	/illiams, S	enior Financ	al Ana	alyst		
Phone Number:	854-7011		11				
Grant Title:	Invenile Acc	countabilit	v Block gran	t (Loc	al) Iuveni	ile Assessmer	nt Center
Grant Period:	From:		9/1/2011	LOC	To:	8/31/	
Grantor:	Office of the	A. Librario			10.	0/31/	2012
American Recovery				12000	Yes:	No	: 🛛
American Recovery	and Remvesu	nem Act (AKKA) GIAL	La (Ma)	168.	NU	· 🔼
Check One:	New:		Continuat	ion:		Amendment	: 🗍
Check One:	One-Time A	ward: 🛛		On	going Av	vard:	
Type of Payment:	Advance:			\rightarrow	imbursen		
Grant Categories/	Federal	State	Local	0	County		
Funding Source	Funds	Funds	Funds	3570 119705700	Match	In-Kind	TOTAL
Personnel:	55,400		0	0	14,103		\$69,503
Operating:	69,033		0	0	0	ш	.69,033
Capital Equipment:			0	0	0		0
Indirect Costs:	\$2,487		0	0	0	п	\$2,487
Total:	\$126,920		\$	0 :	\$14,103	\$0	\$141,023
FTEs:	1				.5		1.5
	Avenue and the _ saure			•			Washington Color
	CONTRACTOR OF STREET		Continue In		ALTERNATION OF THE PARTY OF THE		
Funding Source (Account number)	Person		Operating Tra ontribution to			nated Total	Filled FTE
001-4512-593-0701	\$	8,915		\$8,9	\$8,915 \$17,830		1

D DXZ 1.1	. 4 . 4	:- 00 015 1 C TX	7 10 41 41 4 - 1
For FY 11, the estima	ated expense for Septemi	per is 38.915 and for F	Y 12 the estimated expense
,	r	· + - ,	r
for October is \$8,915	:		
TOT OCCODED IS AN 910	1		

Department	Review	Staff Initials	Comments
County Auditor		MN	11 11 11
County Attorney		N/A	

Performance Measures	Projected FY 11		Progress	To Date:		Projected FY 12
Applicable Depart. Measures	Measure	12/31/10	3/31/11	6/31/11	9/30/11	Measure
Total number of youth receiving mental health and/or substance abuse screening	2090	590	1014	1397		2195

Number (percentage) of	1000	374	457	804		1053
youth identified as requiring	(48%)	(63%)	(45%)	(58%)		(48%)
more extensive assessment	, ,	` ′	()			
Number (percentage) of	900	230	330	615		948
youth who receive more	(90%)	(61%)	(72%)	(76%)		(90%)
extensive assessment based		` ′		\ \ \ \ \ \		` ,
on need						
Measures For Grant						
Graduated Sanctions	2059	593	1030	1405		2100
Outcome Impact Description	Number of	f eligible yo	uth served	using Grad	duated San	ctions
	approaches	S				
Successful Completion	2042	590	1014	1397		2090
Outcome Impact Description	Number of	f program y	outh fully	assessed us	ing risk an	d needs
	assessmen					
Recidivism	263	37	70	184	n/a	250
Outcome Impact Description	Number of	Program y	outh who r	eoffend		
Services Received	799	719	330	615	n/a	900
Outcome Impact Description	1	f times servi		_	n youth ass	essment
		y received b	•			1
Detentions Alternatives	984	260	481	662		1050
Outcome Impact Description	Number of	cases that	esult in al	ternatives t	o detentior	1
Services Not Received	152	144	127	189		100
Outcome Impact Description	Number of	youth who	cannot rec	eive identi	fied servic	es (e.g.,
	slots full, s	service not p	provided lo	cally).		
Number of program youth	2042	590	1014	1397		2090
completing program						
requirements						
Outcome Impact Description	Number of	f program y	outh fully a	assessed us	ing risk an	d needs
	assessmen	ts				

Juvenile Probation is requesting permission to continue the Juvenile Accountability Block Grant Juvenile Assessment Center Program until the forthcoming agreement is fully executed. The estimated cost is \$17,830, with FY 11 salary savings funding September and FY 12 salary savings funding October. Expenses will be reclassified against the grant once funds are certified.

PBO recommends approval to avoid a gap in service.

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?

Juvenile Probation Residential Service Division is requesting approval to submit a permission to continue on the JABG Assessment grant. The department has contacted OOG and we should receive the award in the next 4-6 weeks. Juvenile Probation Special Services Division is requesting approval to JABG Assessment grant until a fully executed grant to continue the program is approved. Juvenile Probation requests to continue the existing grant through 10/31/11, until the new agreement is in place. The department is hopeful that an agreement can be executed sooner.

Any expenses incurred during this period will likely be able to be reimbursed to the grant once it is approved. Any expenses will occur in FY 11 and will be funded with salary savings from 001-4514-593-0701 and associated benefits and the same line item for FY 12 will be used if needed for October expenses. The slot continued by this action is 384. The total cost to continue the position through 10/31/11 is \$17,830.

The Juvenile Accountability Block Grant (JABG) Program's purpose is to develop programs that promote greater accountability in the juvenile justice system. Screening and assessing all youth at the front end of the referral process to TCJPD ensures proper service delivery and case management for youth with substance abuse issues, mental health disorders, and/or developmental delays.

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

N/A. There are no long term County commitments.

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 Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. The match requested of \$14,103 represents 10% requested of personnel and fringe.

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

A 2% indirect cost rate has been calculated at \$2,487.

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

The Department intends to request subsequent year continuation funding for the Juvenile Assessment Center through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the assessment center as well as other areas of Substance Abuse Services only after all other sources of funding have been exhausted.

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

N/A. This is not a new program.

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

The Juvenile Assessment Center will continue to improve systems of screenings and assessments which result in more appropriate treatment placement.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

PROGRAM

TO:

Travis Gatlin, PBO

Senior Budget Analyst

FROM:

Estela P. Medina

Chief Juvenile Probation Officer

THROUGH:

Muchon william

Michael Williams

Financial Analyst Senior

SUBJECT:

Request permission to continue the 2012 Juvenile Accountability Block grant (Local) Juvenile Assessment

Center through \$\frac{1}{2}\sqrt{1}\$, until an agreement is fully executed.

T46

DATE:

August 17, 2011

On 01/25/2011, Commissioners' Court approved the Grant Application to continue the JABG Assessment grant for FY 2011. Although approval of the application by the Office of the Governor, Criminal Justice Division appears likely, the contract will not be fully executed until October.

Juvenile Probation Health Services Division is requesting approval to continue the JABG Assessment grant until a fully executed grant to continue the program is approved. Juvenile Probation requests to continue the existing grant through 1930/11 by funding one Chemical Dependency Counselor, Sr. position. The department is hopeful that an agreement will be executed sooner. Any expenses incurred during this period will likely be able to be reimbursed by the grant once it is approved.

The goal of this program is to screen and access all youth at the front end of the referral process to TCJPD. This ensures timely service delivery and case management for youth with substance-abuse issues, mental-health disorders, and/or developmental delays in order to divert them from a path of serious, violent and chronic delinquency.

Please review this item and place it on the August 30th Commissioners' Court agenda. You may contact Mike Williams at 4-7011 for further information.

Thank you in advance for your attention to this matter.

CC:

Jim Connolly, Assistant County Attorney

Matt Naper, Financial Analyst, County Auditor

Britt Canary, Deputy Chief, Administrative Services

Gail Penney-Chapmond, Division Director, Residential Services

Sylvia Mendoza, Division Director, Financial Services

Grant File

	Appl	icatio	n A	pprova	al:	1	P	ermis	ssion to	Conti	nue: 🔀	1
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Department/Division	n: Ju	venil	e Pro	obation	<u> </u>							
Contact Person/Title		an M	iller									
Phone Number:	45	628							-			
Grant Title:	Toy	ag Inx	zeni1	a Droh	otion	Comn	aiccio	n Gra	nts			
Grant Period:		From				/2011	119910		To:		8/21	1/2012
Grantor:				e Prob		Comn	niccio		10.		0/31	1/2012
American Recovery									Yes:		N	o: 🛛
7 Hillerican Recovery	and I	CHIV	,Sum	CIII 11C	r (All	utry C	rant		1 cs		14	0. 🔼
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Check One:	One	-Time	e Av	vard:				Ong	going Av	vard:		
Type of Payment:	Adv	ance:	\boxtimes]				Rei	mbursen	nent:		
Grant Categories/	1000 CAR CAR	leral		State		Loc			ounty			
Funding Source	Fu	nds		Fund	-	Fun	ds	M	atch	In-I	Kind	TOTAL
Personnel:				3,492,								\$3,492,370
Operating:			\$	1,649,	644							\$1,649,644
Capital												0
Equipment:			_									
Indirect Costs:								1/20/20				0
Total:		\$() \$	5,142,			\$0		\$0		\$0	\$5,142,014
FTEs:				71	.00							71.00
	West to	Po	rmi	ssion t	o Co	ntinue	Info	rmeti	ion.			
Funding Source (Ac	count		rsor			erating				nated	Total	Filled
number)			Cos			tributio			AND DESCRIPTION OF THE PERSON		1000	FTE
001-4530-593-0701	FY 11	\$	121,	,310			\$12	21,31	0 FY 1	1 \$66	50,758	71
001-4540-593-0701	FY 11	\$	134,	,181			\$13	34,18	1			
001-4510-593-0701	FY 11		\$74,	,888			\$7	74,88	8			95
001-4530-593-0701	EV 10	, ,	165	100			01 4	CE 10	0 EV 1	വകമാ	00 270	
001-4330-393-0701	FI 12	2 3	165,	,109			\$10	55,18	9	.2 \$33	30,378	
					П							<u> </u>
Department		Revi	iew	Staf	f Initi	als			Co	mmer	nts	
County Auditor		\boxtimes]		MN							
County Attorney]		N/A					Π	-	
Nemnesona a Contagnation and a first of the Annual Contagnation and Annual				П	. 1		П					
				jected					m =			Projected
Performance Me				Y 11	10	/21/10			To Date		/20/11	FY 12
Applicable Depart.	vieasu	res		asure	12/	31/10	3/31	1/11	6/31/1	1 9,	/30/11	Measure
# Juvenile Referrals	1		4	332								4874

# Juvenile Participating in	792				891
Regular Probation					11
# Discharged From	217				240
Placement			11	=	
Measures For Grant					
% Successfully discharged	83%				83%
from Regular Probation not		11			
reoffending within 1 year					

Juvenile Probation is requesting permission to continue the personnel expenses for Texas Juvenile Probation Commission (TJPC) Grants until the forthcoming agreements are fully executed. The estimated expense for FY 11 is \$660,758 and will be covered by FY 11 salary savings. The estimated expense for FY 12 is \$330,378 and will be covered by FY 12 salary savings. Expenses incurred during this time will be reclassified against the various grants once funds are certified. The potential need for this large permission to continue has been anticipated by PBO and incorporated into PBO estimated expenditures for FY 11 and will not change the latest revenue estimate.

PBO recommends approval of the item to avoid a gap in service.

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?

As part of the State Legislative process, the biennium budget provides funds to the Texas Juvenile Probation Commission (TJPC), to be passed through to local Juvenile Probation Departments. These grants are approved directly by the Travis County Juvenile Board through a series of contracts between the Travis County Juvenile Board and the Texas Juvenile Probation Commission. Due to the protracted nature of the State legislative process this year, it is unlikely that new contracts can be fully executed prior to August 31, 2011, the end date of the current TJPC grant programs.

The cost of the permission to continue would be partially in FY 2011 and partially in FY 2012. For FY 2011, we anticipate \$660,758 will be required and for FY 2012, \$330,378 will be required. Please note that since the funds have been approved by the State, there is virtually no chance that these funds will be required permanently. Instead eventually the FY 2011 funding requirement will be refunded to the General Fund and become part of the County's Fund balance. Likewise, FY 2012 Funds will be retuned to the General Fund.

The chart below lists the TJPC grants with personnel and estimated cost to continue the program.

	Division	FY 11	FY 12
Grant P	174-4517	\$5,191	\$2,596
Grant M	174-4567	\$16,048	\$8,024
Grant V	174-4574	\$46,468	\$23,234
Grant Z	174-4579	\$ 51,192	\$25,596
Grant O	174-4584	\$8,957	\$4,478
Grant F	174-4585	\$31,368	\$15,684
Grant A	174-4590	\$37,664	\$18,832

Grant Y	174-4591	\$85,318	\$42,659
Grant C	174-4592	\$48,173	\$24,086
	Total	\$330,379	\$165,189
Double re	quirement for		
PTC		\$660,758	\$330,378

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

These grants do not require any additional General Fund support beyond what is included in the FY 2012 budget. Funding for these programs has been approved in the State Budget for the next Biennium. The programs supported by these resources are programs that provide support for the fundamental operations of the program.

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.

No match is required by these grants. Please note that some programs have salary caps and the County contributes resources to keep the salaries consistent with General Fund supported staff.

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

Indirect costs are not allowed.

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.

Funding for the these programs is unlikly to discontinue. If funding were discontinued, Commissioners Court would have the opportunity to continue to invest in the programming.

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

This is not a New Program

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

These grants provide fundamental support for almost all of Juvenile Probation's operations.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT



ADMINISTRATIVE SERVICES

COURT SERVICES

DETENTION SERVICES PROBATION SERVICES RESIDENTIAL SERVICES UBSTANCE ABUSE SERVICES OMESTIC RELATIONS OFFICE JUVENILE JUSTICE **ERNATIVE EDUCATION**

PROGRAM

ESTELA P. MEDINA Chief Juvenile Probation Officer

TO:

Travis Gatlin, PBO

Senior Budget Analyst

FROM:

Chief Juvenile Probation Office

THROUGH:

Alan Miller

Financial Analyst Senior

SUBJECT:

Request Permission to Continue

Texas Juvenile Probation Commission Grant funds

DATE:

August 16, 2011

As part of the State Legislative process, the State biennium budget provides funds to the Texas Juvenile Probation Commission (TJPC), to be passed through to local Juvenile Probation Departments. These grants are approved by the Travis County Juvenile Board through a series of contracts between the Travis County Juvenile Board and the Texas Juvenile Probation Commission. A Juvenile Board Meeting has been scheduled for September 14, 2011.

We are requesting that Commissioners Court authorize the continuation of the personnel costs of these grants through October 31, 2011 or until a fully executed contract can be approved. The cost of the permission to continue would be \$660,758 for the remainder of FY 2011; and \$330,378 for FY 2012. Please note that these funds have been approved by the State. The FY 2011 funding requirement will be refunded to the General Fund and become part of the County's Fund balance. Likewise, FY 2012 Funds will be retuned to the General Fund.

As you are aware, the department has consulted with PBO on this matter. PBO staff have indicated that the FY 2011 expense would be available from departmental salary savings and that this request will not have any additional adverse impact on the FY 2012 Budget Process or require any additional resources from Commissioners Court.

We are requesting your review of this request and submission to Commissioners Court for the August 30, 2011 Court Agenda. Please contact me or Alan Miller at 854-5628 for further information.

Thank you in advance for your attention to this matter.

CC:

Matt Naper, Financial Analyst, County Auditor Sylvia Mendoza, Division Director, Financial Services

Alan Miller, Financial Analyst

Grant File

Fax: (512) 854-709

Austin, Texas 78704

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Check One:	Contract	Appr	oval:			Status	s Report:]	
Department/Division	n: Travis	Coun	ity She	riff's Of	fice						
Contact Person/Title	: Karen	Maxv	vell, TO	CSO Res	earch &	Plan	ning				
Phone Number:	854-7:	508				П					
Grant Title:	TCSO C	hild A	Abuse V	Victim S	ervices]	Perso	nnel				
Grant Period:	From			09/01/20			To:		08/31	/2012	2
Grantor:	USDOJ	throug				151111111111111111111111111111111111111					
American Recovery) Grant		Yes:		No	: 🛛	
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Personnel:	\$28,7	48				\$	19,165			\$4	47,913
Operating:							\$76				\$76
Capital Equipment:					FILE				12		0
Indirect Costs:								***			0
Total:	\$28,7	48		\$0	\$0	\$	19,241		\$0	\$4	47,989
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County Attorney			<u>N</u>	J/A							
Performance Me	geures		jected	11	Pro	Trocc	To Date:				jected Y 12
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Measures For G	rant		One gr				se primar ld Abuse			servi	се
# Victims of Child A Served	buse	use 300 provision to Child Abuse victims 343 3							360		

83

The Travis County Sheriff's Office is requesting permission to continue their Child Abuse Victims Services Personnel Grant until the forthcoming agreement is fully executed. The estimated cost for FY 11 is \$7,986 and will be covered by salary savings. The estimated cost for FY 12 is \$15,970 and will be covered by salary savings from next year.

PBO recommends approval to avoid a gap in service.

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 request seeks the Court's consent to continue the position currently funded through the Child Abuse Victim Services Personnel grant, while waiting award notification from the Office of the Governor.

During FY10, the Travis County Sheriff's Office Child Abuse Unit investigated 476 cases. Many of these investigated cases involved multiple identified victims and considerable coordination between family members, community agencies and TCSO personnel. However, Victim Services personnel were only able to provide services to approximately 9% of the victims associated with these Child Abuse cases.

This grant proposal will support funding for one full-time Victim Counselor who will be responsible for service provision to the victims associated with Child Abuse cases. Services provided will include crisis intervention, safety planning, assistance with crime victims compensation and protective order processes, emotional support, and referrals to community agencies. Based on the numbers of investigated child abuse cases for FY10, and an assumption that each case involves a minimum of two victims (although many cases may involve multiple victims), it is estimated that this new position will afford services to an additional 360 victims.

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

None.

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 Sheriff's Office will budget funds to cover a 40% match. The Victim Counselor will be added into the regular call rotation for victim services personnel and TCSO will pay for the call back salary and associated fringe expenses, plus paging service for this FTE.

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

N/A

M-Staff Current/Travis/FY 02 - FY 11 Memo-Transfers/FY 11%-30-11 TCSO PTC Victims Services grantsum-continue.2012.doc

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.

There is no County commitment to funding if the grant is discontinued. However, by using this grant opportunity to serve a segment of victims that has previously been underserved, we can collect data and better identify the need for future requests.

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

This is an expansion of services provided by the Travis County Sheriff's Office Victim Services Unit.

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.

TCSO Victim Services personnel provide crisis intervention, education regarding the criminal justice system and its participants, assistance with safety planning, assistance with crime victim compensation applications, protective order processes, emotional support, coordination of case activity, transportation of victims, and referrals to community agencies in an effort to reduce the trauma for victims. Currently TCSO Victim Services personnel are on-call 24 hours per day, 365 days per year as a means of ensuring immediate crisis intervention. Approximately 700 on-call requests for Victim Services response are received each year.

Currently there are Victim Services personnel who are dedicated to the provision of services to victims associated with Family Violence, but there are no Victim Services personnel dedicated to serving the victims of Child Abuse cases. Based on the FY10 Child Abuse case data it is estimated that only about 9% of the Child Abuse victims have received service. The Victim Counselor provided through this project will be included in the existing on-call rotation, and will hold within their primary duties the provision of services to victims associated with Child Abuse cases. Through this project it is estimated an additional 360 victims would receive services from TCSO Victim Services personnel.



JAMES N. SYLVESTER Chief Deputy

TRAVIS COUNTY SHERIFF

P.O. Box 1748 Austin, Texas 78767 (512) 854-9770 www.tcsheriff.org PHYLLIS CLAIR
Major -- Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA Major - Administration & Support

August 16, 2011

MEMORANDUM

TO:

The Travis County Commissioners Court

FROM:

Karen Maxwell, Research & Planning

SUBJECT:

Consent to Continue Child Abuse Victim Services Counselor FTE

Grant Period 09/1/2011 - 8/31/2012

Travis County Sheriff's Office currently has a position funded by the Office of the Governor, Criminal Justice Division dedicated to serving the victims of Child Abuse in Travis County. The current grant cycle is set to expire on August 31, 2011. We are still waiting for award notification from the State for our FY12 Child Abuse grant proposal, but have received preliminary encouragement that it will be funded. We ask the Court's permission to continue the grant funded slot for this position, Slot 1844 (victim counselor).

We are asking that the Court allow us to continue this position through November 30, 2011. This request should allow ample time for the State to make their decisions, make notifications and for us to return to Court with our request for acceptance. Salary and benefits would total \$11,978. Our application provides for a 40% County match, so 60% of that (\$7,187) would be eligible for reimbursement.

We appreciate the continued support of the Travis County Commissioner's Court and look forward to continuing our services for victims of crime in Travis County. Please call me at extension 4-7508 if you have any questions.

xc:

Travis Gatlin Jim Connolly Matt Naper Michael Hemby Wanda Mackey

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Phone Number:		2/854-93					П			
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Personnel:			Section 1997	,913						62,913
Operating:				,272						56,272
Capital Equipment:				0			X			(
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Department		Review	Sta	ff Init	riale	1	The Color	Cor	mments	
County Auditor	Sm 12 W/2	Keview	Dia	MN	1415			COI	шисию	
County Attorney				TATIA						
		-								
		March Control of the	jecte	d			- <u> </u>			Projected

Performance Measures	Projected FY 11		Progress	To Date:		Projected FY 12
Output Measures	Measure	12/31/10	3/31/11	6/30/11	9/30/1	Measure
Number of new enrollments in the program.	18	7	14	24		20
Number of participants in the program.	45	28	35	45		40

Number of people assessed for eligibility to participate in the program.	35	8	16	27	25
Number of participants employed (part time or full time) or enrolled in school at the time of drug court graduation.	6	2	3	6	6
Number of participants who earn at GED, high school diploma, or vocational training credential while in the program.	3	0	2	2	1
Number of participants who successfully complete the program.	8	3	6	9	8

The Civil Courts Office is waiting for final notice of grant award from the Governor's Office for the Family Drug Treatment Court Grant. The office indicates that it anticipates the grant being renewed for FY 12, although the announcement has been delayed. This Permission to Continue will continue funding the Drug Court Coordinator position through September 30, 2011. The position is currently filled.

Upon awarding of the grant and approval of the grant contract, the office will reclassify the expenditures from the General Fund to the grant fund. PBO concurs with this request.

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

The purpose of the Family Drug Treatment Court is "to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers." The Family Drug Treatment Court is vital to the families in our community. There is a great need for child abuse and neglect prevention programs that target substance abusing parents. Through intensive services, monitoring, and case work, the Family Drug Treatment Court ensures that all children remaining with custodians in drug court will experience safe and nurturing permanent homes.

The Civil Courts are requesting permission to continue a grant with the Office of the Governor's Criminal Justice Division Drug Court Program Grant for our Family Drug Treatment Court. The Drug Court currently has a Drug Court Coordinator that would continue with the approval of this grant.

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

The Civil Courts intend to request subsequent year continuation funding for this program through proposals submitted to Federal and State government, as well as private foundations. The use of county funds are not anticipated at this time.

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

There is no match requirement associated with this grant.

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

Indirect costs are allowed under this funding source.

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 Family Drug Treatment Court program and associated improvements in service delivery will not discontinue upon discontinuance of grant funding. The Civil Courts will leverage existing funds, staff and County resources to sustain this project. We intend to request subsequent year continuation funding for this project through proposals submitted to the Federal and State government. Subsequently, the county will have the opportunity to consider investment in staff positions and the program in areas of the Civil Courts.

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

Not applicable. The Family Drug Treatment Court is not a new program.

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

The Family Drug Treatment Court is vital to families in our community. There is a great need for prevention programs that target substance abusing parents for child abuse and neglect cases. In response, the Travis County Civil Courts have developed and implemented a Drug Court. The purpose of the drug court is to protect the safety and welfare of children through a court-based system that gives parents the tools they need to become sober, responsible caregivers. The impact will be recognized in improved re-unification, family organization and cohesion.

To successfully evaluate the performance of the drug court, the court has documented the implementation and development of the program using a comprehensive process and outcome evaluation design. The design will be used to assess the effectiveness of the program. The Drug Court Coordinator (grant-funded) position, oversees the collection, management, analysis, interpretation, and reporting as required.

	Application	on Approv	al:		F	ermi	ssion to (Continue: 🗵	
Check One:	Contract	Approval:			S	tatus	Report:]
Department/Division	n: Crimin	al Courts -	Drug	Court	#2430)			
Contact Person/Title	: Debra l	Hale	П						
Phone Number:	(512) 8	54-9432							
Grant Title:	Drug Div	ersion Cou	ırt						
Grant Period:	From			1/2011			To:	8/31/	2012
Grantor:	Office of	the Gover	nor C	riminal	Justi				
American Recovery	1						Yes:	No	: 🛛
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Grant Categories/ Funding Source	Federal Funds	Stat Fund	SENSYLENGE I	Loc	THE REAL PROPERTY.	110000000000000000000000000000000000000	ounty atch	In-Kind	TOTAL
Personnel:		59.	,738	-					59,738
Operating:		70.	362	The state of					70,362
Capital Equipment:			0						0
Indirect Costs:		2,	,602						2,602
Total:		0 132,	,702	11	0		0	0	132,702
FTEs:			1.00						1.00
	Pe	rmission	to Co	ntinue	Info	rmati	on		
Funding Source	COLUMN TO SERVICE STATE OF THE PARTY OF THE	rsonnel		erating				ated Total	Filled
(Account number)		Cost		tributio					FTE
001-2410-546-0701	\$	4,706			\$	64,70	5	\$9,412	1
Auditor's Office Ro Auditor's Office Co County Attorney's	omments:	ntract Rev	view:				Initials:		
Performance Me		Projected FY 11		/21/10			To Date	 	Projected FY 12
# of people assessed eligibility to particip	for 332 83 206 312 400							Measure 400	

program.

# of new enrollments in the program.	200	57	119	186	220 Proj	220
# of participants that have graduated from the program.	80	20	50	81	90 Proj	90
Measures For Grant						
Provide intensive case management for African American participants.	50	41	50	50	50 Proj	40
Provide intensive case management for dually diagnosed participants	25	25	25	25	25 Proj	20
Outcome Impact Description	On a month will received is deferred	e treatment	and couns	eling servi		-
	50	41	50	50	50 Proj	40
Outcome Impact Description	receive trea	•	counseling		nosed partic	cipants will cution is
	25	25	25	25	25 Proj	20

The Criminal Courts Office is waiting for final notice of grant award from the Governor's Office for the Drug Court Enhancement Grant. The office indicates that it anticipates the grant being renewed for FY 12, although the announcement has been delayed. This Permission to Continue will continue funding the Counselor position through September 30, 2011, that works with the program participants. The position is currently filled.

Upon awarding of the grant and approval of the grant contract, the office will reclassify the expenditures from the General Fund to the grant fund. PBO concurs with this request.

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

The Criminal Justice Division (CJD) of the Governor's Office announced the availability of ongoing funds for eligible drug court programs. Eligible applicants are counties in Texas that have incorporated the ten essential characteristics as outlined in section 469.001 Health and Safety Code. This grant is available to jursdictions to improve the delivery of services or to enhance the existing Drug Court Program with additional services that will allow the Travis County Drug Court to more fully meet the goals of the Drug Court Program.

The purpose of the grant is to enhance the resources available to the Travis County Drug Court by upgrading supervision services provided to offenders to increase the likelihood of successful graduation, thereby reducing further criminal activity and reliance on the state correctional system, community supervision or local jails.

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

The County is not obligated to maintain the expenditure level requested in the grant.

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

A County match is not required.

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

Yes, the grant allows 2% indirect cost reimbursement.

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

No, the Drug Court program will not discontinue upon discontinuance of grant funding. If the grant is not awarded, the department may request to incorporate the grant funded FTE into the County Budget. If, however, funding for enhanced treatment and case management services is

unavailable, the department would reduce the static capacity, which could create a waiting list for potential participants and discontinue services for specialized populations (or look for other funding sources).

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

The Travis County Drug Court program is not a new program. We are seeking to enhance services for two specific target populations.

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 ongoing grant will allow the Drug Court program to continue to serve two specific populations in need of drug treatment services. A specialized population of up to 40 African American offenders will continue to receive intensive case management and treatment coordination services from Clean Investments and the grant funded Chemical Dependency Counselor. Due to the need for specialized mental health services, 20 dually diagnosed individuals will continue to receive intensive case management services from Austin Travis County Integral Care (MHMR). It should be noted that the grant request for FY12 has been reduced from the FY11 request by slightly lowering the size of the grant funded specialized caseloads. The Drug Court Program does not plan to reduce the overall static capacity. Instead, appropriate target participants will be absorbed into other Drug Court Program caseloads.

TRAVIS COUNTY DISTRICT AND COUNTY CRIMINAL COURTS

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT



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

Date: August 16, 2011

To: Members of the Commissioners Court

From: Debra Hale, Director of Court Management

Re: Permission to Continue Drug Court Grant Position, Project # M11856

The Travis County Drug Court Program initially received a Drug Court Enhancement Grant from the Governor's Office in Fiscal Year 2002. Funding for this grant has been continued each Fiscal Year since FY02. Again for FY12, a continuation grant application was submitted to the Governor's Office. The Criminal Courts anticipate the grant will be renewed, however, the Governor's Office has been delayed with announcing the FY12 Drug Court grant awards.

Among other things, the Drug Court Enhancement Grant funds a Counselor position (slot # 171) who works directly with the high risk, target population. Since the Governor's office has not yet announced the Drug Court grant awards for FY12, the Travis County Criminal Courts are requesting permission to continue funding for the Counselor for an additional month.

A budget adjustment in the amount of \$4,706 has been prepared. The funds will be transferred from account 001-2410-546-0701. This will pay for the salary and benefits of the grant Counselor for the month of September 2011. We anticipate the grantor to continue the grant for FY12 at which point the grant will reimburse the General Fund for this amount.

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Check One:	Contract Ap	proval:	. [S	tatus]	Report:		
Department/Division	n: Travis Co	unty Cr.	imina	ıl Court	S				
Contact Person/Title	: Debra Ha	le, Direc	ctor o	f Court	Mana	ageme	nt		
Phone Number:	(512) 854	-9224		П		1 11			
Grant Title:	Travis Cou	ntv Vete	ran's	Court			·		
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Personnel:	148,451		nds Funds Match In-Kind 7						148,451
Operating:	3,509								3,509
Capital Equipment:	,,,,,,								0,000
Indirect Costs:	3,040			11			7-12-9		3,040
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Performance Mea	sures	FY 11 Progress To Date:							FY 12 Measure
Applicable Dep Measures	art.	П	12	/31/10	3/31	/11	6/30/1	1 9/30/11	

# of defendants screened/assessed for eligibility for court	334	104	199	284	340 Proj	340
# of defendants accepted into court	27	5	13	19	27 Proj	40
Measures For Grant	Projected FY 11 Measure	12/31/10	3/31/11	6/30/11	9/30/11	Projected FY 12 Measure
Provide linkage to appropriate treatment for identifed veterans	45	15	30	45	60 Proj	90
Outcome Impact Description			11		N. N.	
Veterans participating in the Program will receive treatment and services while prosecution is deferred to better serve the ends of justice.	27	5	13	19	27 Proj	40

The Criminal Courts Office is waiting for final notice of grant award from the Governor's Office for the Veterans Court Grant. The office indicates that it anticipates the grant being renewed for FY 12, although the announcement has been delayed. This Permission to Continue will continue funding the Social Services Program Administrator and Case Worker positions through September 30, 2011. These positions that are currently filled work with the program participants.

Upon awarding of the grant and approval of the grant contract, the office will reclassify the expenditures from the General Fund to the grant fund. PBO concurs with this request.

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

It is the goal of the Travis County Veteran's court to link non-violent misdemeanor defendants to VA services, monitor their treatment compliance, and divert them from further criminal sanctions. The court will focus on those defendants with Post Tramatic Stress Disorders, Tramatic Brain Injury, and other mental health disorders that resulted from combat related experiences. 79% of offenders with mental health disorders have issues with substance abuse. It is anticipated that a large number of the Court's participants will need substance abuse intervention. In lieu of a final conviction, participants will be allowed to complete a court supervised treatment program as developed by the Veterans Court Program Team.

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

There are no long term County Funding requirements for this grant.

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

There is no county match for this grant.

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

Yes, there are indirect costs allowable at 2%.

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.

Yes, this program will discontinue without grant funding. The Governor's Office has unofficially notified us that the FY12 grant award will be 70% of the amount requested which will fund the two Veterans Court positions. A grant application has also been submitted to the Veterans Commission which requests funds for the Veterans Court operating expenses.

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

The Travis County Veterans Intervention Project Jail Survey report published in July, 2009 indicates that about 150 veterans are incarcerated in the Travis County Jail at any one time. About one-third of these veterans were arrested more than once during the 90 day survey period. It is anticipated that an increasing number of veterans will be returning from deployment to central Texas. It is hoped that with the collaboration of the local veteran's service delivery system and our Courts, this group of veterans can address their treatment needs and decrease the likelihood of their return to our jail.

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 court docket will be an additional docket scheduled in County Court at Law #4 once a week. Although there are specialty dockets for defendants with mental health or substance abuse issues, the unique treatment needs of this target population has not been previously addressed.

TRAVIS COUNTY DISTRICT AND COUNTY CRIMINAL COURTS

DEBRA HALE
DIRECTOR OF COURT
MANAGEMENT



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

Date: August 16th, 2011

To: Members of the Commissioners Court

From: Debra Hale, Director of Court Management

Re: Permission to Continue Veterans Court Grant Positions,

Project #M11671

The Travis County Veterans Court was recently implemented with grant funding received from the Governor's Office Criminal Justice Division. The first docket was held on November 10, 2010 in County Court at Law #4. The Veterans Court Program provides specialized services for veterans experiencing Post Traumatic Stress Disorder (PTSD), a Traumatic Brain Injury (TBI), or other mental health issues related to combat. The Veterans Court Program is steadily growing and the Court is currently projected to exceed original performance measures.

A continuation grant application has been submitted to the Governor's Office for FY12, however, the Governor's Office has been delayed with announcing their official grant awards for FY12. The Criminal Courts anticipate that the Veterans Court grant will be renewed at approximately 70% of the original request which will fund the Veterans Court Manager and Case Worker positions for FY12. The Travis County Criminal Courts are requesting permission to continue funding for the month of September 2011 for these two positions while we wait for the official grant award from the Governor's Office. Specifically, the two positions are the Veterans Court Social Services Program Administrator (slot #187), and the Veterans Court Case Worker (slot #189).

A budget adjustment in the amount of \$12,337 has been prepared. The funds will be transferred from account 001-2410-546-0701. This will pay for the salary and benefits for the two grant funded positions for the month of September 2011. We will reimburse the general fund once the grant award has been received.

	Application Approval:					Permission to Continue:					
Check One:	Contract Approval:					S	tatus]]			
Department/Division:	Tı	ravis C	ounty F		and Hu	man S	ervice	s and V	eterans Serv	rice	
Contact Person/Title:					•			S alla V	otorans Berv	100	
Phone Number:	. Bradshaw/ Contract Specialist										
	0.0	, , 12,	<u>* </u>								
Grant Title:	Case	ey Fam	ily Pro	grams	s Commu	ınity a	nd Fa	mily Re	integration]	Project	
Grant Period:	From: 1/1/11						1	1/11			
Grantor:	Cas	ey Fam	ily Pro	grams	S				_ =		
American Recovery and R	einves	stment	Act (A	RRA)	Grant Grant		7	es:	No	: 🛛	
Check One:	New	,, <u> </u>	Continu			mation	n: 🔀	1	Amendment:		
Check One:			ne Award:						l least		
Type of Payment:	_	ance:					Ongoing Award: Reimbursement:				
Type of Laymont.	Auv	aricc.	<u> </u>			1	Kem	ioursem	ciit.		
Grant Categories/	Federal		St	ate	Loc	Local		unty			
Funding Source	Funds		Funds		Fun	40945015013 tEXTOR Includes			In-Kind	TOTAL	
Personnel:						,979				57,979	
Operating:						,021				22,021	
Capital Equipment:						í l				0	
Indirect Costs:										0	
Total:			50 \$0		\$80	,000	\$0		\$0	\$80,000	
FTEs:	A The state of the same transfer of the same of the		3 111			1.00				1.00	
	. 32 7 12	Permi	ssion to	Con	tinue In	forms	tion				
			ersonnel Operating Tr							Filled	
number)					A CATHERINA TO CA	ntribution to G				FTE	
001-5833-611-0701		\$5	55,047			\$5,047			\$10,094 1		
Department	Revie	iew Staff Initials Comments									
County Auditor		X		JC		UNITED TO A STATE OF THE STATE					
County Attorney											
	STATE OF THE STATE OF	11. 38 <u>5</u> 911	N • 4				p* 11			-	
Performance Measures			Projected FY 11		i i	Progress To Date: Projected FY 12					
Applicable Depart. Measures			Measu	re 1	2/31/10	3/31	/11	6/30/11	9/30/11	Measure	
Total number of families served by the program (OCS – Children FIRST)			140		91	43	3			140	
Children served will be maintained in their homes			80%		64%	78'	%			80%	
Measures For Grant											
Number of youth w/family			20		7	8	; [20	

Youth and family are screened to determine eligibility for

services.

screened for enrollment
Outcome Impact Description

Number of youth w/family enrolled	12	6	5		12		
Outcome Impact Description	mpact Description Youth with complex mental health needs and their fam provided with traditional and non-traditional services.						
Number of youth reintegrated into family home	5	1	1	a	5		
Outcome Impact Description	The ultimate goal of the reintegration project is to prevent and/or reduce the out-of-home placement of youth and maintain them in their communities.						

PBO Recommendation:

The Health & Human Services and Veterans Services Office is waiting for final notice of grant award from the Casey Family Programs for the Community and Family Reintegration Project. The office indicates that the grantor is reviewing the county's requested changes to the 2011 grant contract and is expecting final word in days. This Permission to Continue will continue funding the Care Coordinator position through September 30, 2011. This position is currently filled.

Upon awarding of the grant and approval of the grant contract, the office will reclassify the expenditures from the General Fund to the grant fund. PBO concurs with this request.

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

In the 2011 MOU, Casey Family Programs is providing \$80,000 to cover salary, benefits, training, travel and office supplies for a Care Coordinator to work with clients referred to the Office of Children's Services (OCS) in Travis County Health and Human Services and Veterans Service (TCHHSVS). Part of the \$80,000 will also be used for various client services.

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

OCS provides clinical supervision and oversight for the project as well as office space and office equipment for the Care Coordinator.

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

There is no match required other than the clinical oversight, office space and office equipment. OCS will find the money internally for the office space and office equipment.

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

The grant does not allow payment of indirect or administrative costs.

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

OCS would still refer clients for mental health services with or without the Casey funds. Discontinuation of the grant would mean there would be one less Care Coordinator to handle referrals.

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

NA

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

The current performance measures for OCS include clients handled by the grant-funded Care Coordinator.

GRANT SUMMARY SHEET

Check One:	App	lication App	roval:		P	ermissi	on to Co	ontinue:	\boxtimes	
	Cont	tract Approv	al:		S	tatus Re	eport:			
Department/Division:	T	ravis Count	y Attorne	y's Off	ice Famil	y Violer	nce Divi	sion		
Contact Person/Title:		legan Fox, L		-						
Phone Number:	_	54-9529								
	_		П							
Grant Title:	Fam	ily Violence								
Grant Period:		From:		9/1/201		T	A STREET WAS A TO LIKE THE		8/31/2	
Grantor:		e of Texas, C	Office of	the Gov	vernor, Ci	riminal J	Justice I	Division,	, (STOF	P VAWA
		eral Act.)	. (ADD	1) (1		- T			NT 157	
American Recovery as	na Kei	nvestment A	ct (ARK	A) Grai	nt	Ye	es:		No: 🔀	
Check One:	New	n		Cor	ntinuation	: 🛛		Amendr	mont:	
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Type of Payment:		ance:	u. 🔼				ursemen			
Type of Layment.	Auv	ance.				Kenno	ursemen	ıı. 🔼		
Grant Categories/	Fe	deral	State	Loc	al Funds	Cou	intv			
Funding Source	Call Add to the last	unds	Funds		ar i arab	Ma	RESIDENCE OF THE PROPERTY OF	In-Ki	nd	TOTAL
Personnel:	A	\$90,006					1,915			\$140,009
Operating:		\$1,000								0
Capital Equipment:										0
Indirect Costs:										0
Total:	5	\$91,006	\$(0	\$0	\$3	1,915		\$0	\$140,009
FTEs:		1.50			Ψ0		.53		ΨΟ	2.03
Sanda IIII dalaa aa										7
		Permission								
Funding Source		Person Cos	MOTE HAVE THE REAL PROPERTY OF		rating Tranibution to		Estin To		TOTAL S	
(Account number) 001-1920-541.07-01			\$11,807	Conu		11,807		23,614	FTE 1	
001-1920-341.07-01			\$11,007		Φ.	11,007	Φ.	25,014	1	
Department		Review	Staff Ir	nitials			Con	nments		
County Auditor					EH	11				
County Attorney					N/A					П
	(1) (H. (1) (H. (1)	Davids 4 - 4 - 3	1							D
Performance Meas	ures	Projected FY 11			Progr	ress To Date:				Projected FY 12
Applicable Depart. Measures		Measure	12/31/1	10	3/31/11	T	1/11	9/30)/11	Measure

Average days to file a FV Misd Case	15	5				15		
Number of FV Misd Cases	Under	209				Under		
set for Jury in CC#4	300					300		
Measures For Grant	Projected	12/31/10	3/31/11	6/31/11	9/30/11	Projected		
# of interns trained to provide direct assistance to victims/survivors of FV.	2	2	2	0		2		
Outcome Impact Description	TCAO nee project.	ds 2 part-tin	ne interns to fi	ulfill the in-kin	d match for th	is grant		
	400	Over 300				400		
Outcome Impact Description				ted and support O FV division	ed by grant fu	inded victim		
	50	46				50		
Outcome Impact	# of person	# of persons assisted with crime victim compensation applications by funded						
Description	victim cou	victim counselors and interns through TCAO FV Division.						

PBO Recommendation:

PBO recommends approval of continuing this grant until a final grant award is accepted.

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

The Travis County Attorney's Office seeks to continue enhancing its victim outreach services and increase the efficiency of prosecuting family violence criminal cases.

The high volume of family violence cases, each with a victim needing outreach, combined with a historically slow intake process and the request for trials have contributed to a large backlog of jury trials in past years.

In Jan 2010 the # of Jury Trials set in County Court #4 was 353. Travis County would like to decrease this # to less than 300 a month.

With grant funds, the County Attorney was able implement an accelerated prosecution program in March 2007. Accelerated prosecution is the process of using the same prosecutorial team from the time a complaint is reviewed until a final disposition in the case is reached. Utilizing accelerated prosecution avoids the traditional intake process and its inherent time delays. Instead of two departments reviewing one case, family violence cases will be comprehensively reviewed and prosecuted by the same team of family violence prosecutors. With a streamlined intake process, the County Attorney will reduce the family violence filing days from 60 days to less than 15 days. Attorneys report that cases were being filed in under

15 days currently due to our current grant funds. Accelerated prosecution has made a significant impact on the filing process.

Furthermore, accelerated prosecution allows for prosecutors to plan case strategy earlier. Recommendations for punishment can be made sooner and evidence such as 911 tapes, photographs and medical records can be obtained earlier. Before such evidence might be lost.

The following table shows an increase of evidence requested since intake prosecutor was hired with grant funds in Oct 2009.

2009 Average Requested a month	Jan 2010	Requested	Increase amount
911 Wave Files	47	169	+122
Crime Photos	55	150	+95
Medical Records	15	37	+22

Through the assistance of grant funds, the Family Violence Division of the Travis County Attorney's Office is taking a multi-disciplinary approach, employing victim counselors and prosecutors, to address the issue of domestic violence. While we seek to increase our prosecution efforts through the implementation of accelerated prosecution, we also recognize the need to provide services to the victims involved in each family violence case the County prosecutes.

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

This current grant is available 1-year at a time. If the TCAO performs adequately then we have priority eligibility to re-apply for an additional year. We are required to provide a match and office space, equipment, and supplies for grant funded employees. The info in the next section provides information about the match required.

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

A 35% match for this new grant contract.

The TCAO provides an in-kind match of UT Social Work Volunteer Victim Counselor Interns. Their work provides a total of \$16,675 of in-kind match. 960 hours total (\$17.37 an hour.)

The TCAO also provides a cash-match of 56% of a Victim Counselor position. This position provides \$31,220 of a cash-match.

The Victim Counselor provides supervision to the Victim Counselor Interns which overall is related to the impact of the victim services provided for the outcome of this grant as well.

Should costs result from activities not covered by the grant then the TCAO will access discretionary funds.

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

Yes, this grant contract offers a 2% indirect cost allocation.

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.

Accelerated prosecution is a program for the County Attorney that was implemented as a pilot as a result of a previous grant contract. Accelerated prosecution has shown to be a highly effective process. Accelerated prosecution has cut down filing of family violence cases from an average under 60 days to under 15 days in one year.

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

It would benefit TCAO to continue with this accelerated prosecution due to its effectiveness mentioned in question number 1. Accelerated prosecution has shown to be a highly effective process. Accelerated prosecution has cut down filing of family violence cases from an average under 60 days to under 15 days in one year.

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.

Continuing an accelerated prosecution program funded by the grant, the County Attorney seeks to continue reducing the family violence filing days by from under 60 days to under 15 days. Additionally, the 1.0 FTE prosecutor will assist with managing the ever-increasing family violence caseload; the FY10 expected caseload is over 3,700 family violence cases.

Accelerated prosecution creates an opportunity for punishment recommendations and case strategy that start at the date of filing, rather than waiting until the defense attorney places the case on a particular docket, which traditionally has been the jury docket. Ultimately, accelerated prosecution will continue to speed up the disposition of a criminal case with faster filing and continuity of the prosecutorial staff from intake to disposition. Accelerated prosecution is proving to be a vital part of our agency.

DAVID ESCAMILLA **COUNTY ATTORNEY**



COUNTY ATTORNEY'S OFFICE 314 W. 11™ ST. **SUITE 300 AUSTIN, TEXAS 78701** Phone: (512) 854-9415 Fax: (512) 854-9316

PERMISSION TO CONTINUE MEMORANDUM

Katie Petersen - PBO Analyst Mack Martinez, TCAO Jim Connolly, TCAO Ellen Heath, Auditor's Office Chantelle Abruzzo, TCAO

Megan Fox, LMSW, TCAO DATE: 8/19/2011

TO:

FROM:

2011 Violent Crimes Against Women Criminal Justice and Training Projects - Domestic Violence, Sexual Assault,

Dating Violence, and Stalking Solicitation Grant

RE: Permission to Continue for month of September 2011 and October 2011 - Grant #2104403

Dear Katie Petersen,

The Travis County Attorney's Office is requesting that Commissioner's Court approve a Permission to Continue (PTC) our Grant Funded Accelerated Prosecution Program in the Family Violence Division. Funding for this program will come from the 2012 Violent Crimes Against Women Criminal Justice and Training Projects - Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant. The grant period for this program will begin 9/1/2011. A PTC will be needed to ensure enough time for Travis County to receive the contract, submit the contract to commissioner's court, and certify the revenue to use.

TCAO is awaiting the grant contract award letter at this time. TCAO has not been able to get confirmed verbal assurance from the CAPCOG (Capitol Area Council of Governments) and/or the grantor government agency, OOG/CJD (Office of the Governor/Criminal Justice Division). However, CJD has informed TCAO on 8/19/11 that the award letters will be mailed out during the week of August 22, 2011 and that all denial letters have already been sent out to grantees.

Time Frame	Category	TC Contribution for Salary & Fringe
9/1/11 - 9/30/11	Intake Prosecutor for TCAO/FV Division	\$ 5903.50
10/1/11-10/31/11	Intake Prosecutor for TCAO/FV Division	\$ 5903.50

*TCAO requests that Travis County contributes \$11,807.00 to continue to fund this project from 9/1/11-10/31/11. When grant contract arrives, it will be submitted to Commissioner's Court. If the contract is approved and the revenue is certified by the County Auditors, then the temporary County contribution will be repaid by grant funds.

Enclosed for your review are the following documents:

1) Grant Summary Sheet/Permission to Continue

Should you have any questions regarding this grant, please contact me.

Sincerely,

Megan Fox, LMSW Senior Victim Counselor

Office: 512-854-9529, Fax: 512-854-9316

Travis County Attorney's Office Family Violence Division



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Norman MoRee/854-4821

Elected/Appointed Official/Dept. Head Veres Acting County

Executive, Planning & Budget

Commissioners Court Sponsor: Sam Biscoe, County Judge

AGENDA LANGUAGE:

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 \$1,148,511.65, for the period of August 12 to August 18, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

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 \$1,148,511.65.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) - \$1,148,511.65

REQUIRED AUTHORIZATIONS:

Dan Mansour, 854-9499 Diane Blankenship, 854-9170 Leroy Nellis, 854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

TRAVIS COUNTY RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:

August 30, 2011

TO:

Members of the Travis County Commissioners Court

FROM:

Dan Mansour, Risk Manager

COUNTY DEPT.

Human Resources Management Department (HRMD)

DESCRIPTION:

United Health Care (UHC) (The Third Party Administrator for

Travis County's Hospital and Self Insurance Fund) has

requested reimbursement for health care claims paid on behalf

of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE:

August 12, 2011 to August 18, 2011

REIMBURSEMENT REQUESTED

FOR THIS PERIOD:

\$1,148,511.65

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 \$1,148,511.65.

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

AUGU8T 12, 2011 TO AUGUST 18, 2011

Page 1.	Detailed Recommendation to Travis County Auditor for transfer of funds
Page 1a.	Unavailable to Sign Document
Page 1 b.	Explanation of Large Claims
Page 2.	Chart of Weekly Reimbursements Compared to Budget
Page 3.	Paid Claims Compared to Budgeted Claims
Page 4.	Paid Claims Compared to Budget
Page 5.	Notification of amount of request from United Health Care (UHC)
Page 6.	Last page of the UHC Check Register for the Week
Page 7.	List of payments deemed not reimbursable
Page 8.	Journal Entry for the reimbursement

TRAVIS COUNTY RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:

August 30, 2011

August 30, 20

TO: FROM: Susan Spataro, County Auditor 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: TO: August 12, 2011 August 18, 2011

REIMBURSEMENT REQUESTED:

\$ 1,148,511.65

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

RANSFER OF FUNDS REQUESTED:	\$ 1,148,511.65
PAYMENTS DEEMED NOT REIMBURSABLE	\$
OTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,148,511.65
Adjust to balance per UHC	\$ 0.17
October 5, 2010 adj	\$ 135.10
	\$ (001,001.01)
COMMISSIONERS COURT: August 23, 2011	\$ (581,094.51)
bank withdrawal correction ESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY	\$ (2,850.00)
IOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,732,320.89

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

All claims over \$25,000 (3 this week totaling \$319,338.83) 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 (\$125,836.60) 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 \$200,000 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 (\$129,602.73).

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.

Diane Blankenship, Director, HRMD

Date

unavailable to sign

Dan Mansour, Risk Manager

Date

Cindy Purinton, Bénefit Contract Administrator

,

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.



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

Date:

August 30, 2011

To:

Susan Spataro, County Auditor

From:

Norman McRee, Financial Analyst

Human Resources Management Department

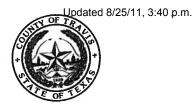
Subject:

Risk Manager Unable to Sign Recommendation for Transfer of Funds

For Period August 12 – August 18, 2011

Dan Mansour, Risk Manager, is out of the office and unavailable to sign the Recommendation for Transfer of Funds document for the period August 12 – August 18, 2011.

All appropriate reviews and audits have been performed on claims for the above period.



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

Date:

August 30, 2011

To:

Commissioners Court

From:

Dan Mansour, Risk Manager, HRMD

Re:

Explanation of Larger than Normal Health Reimbursement Request

For the Period of August 12 – August 18, 2011,

\$1,148,511.65

This week's claims reimbursement request of \$1,148,511.65 includes three claims over \$25,000, totaling \$319,338.83. In addition there are fifteen claims over \$5,000, totaling \$159,415.87. Travis County will be reimbursed for claims costs for individuals that exceed \$200,000 in the fiscal year. There are 6,040 claims included this week.

Pharmacy charges are included in reimbursements every other week. Pharmacy charges included in this week's reimbursement of \$400,105.87 are only slightly above average.

It appears this week's reimbursement is higher due to the number of large claims, the inclusion of pharmacy charges, as well as the overall number and amount of claims included.

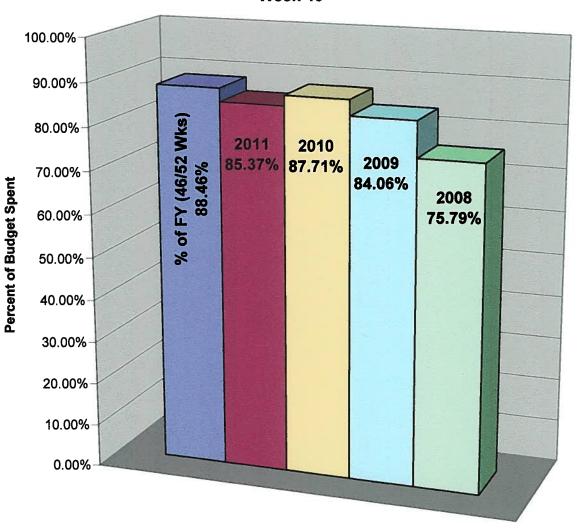
Commissioners Court Date

Travis County Employee Benefit Plan FY11 Weekly Paid Claims VS Weekly Budgeted Amount

w	Period from	Period To	Voting	Pd Claims	Budge		# of Large	То	tal of Large	FY 2011 % of Budget	FY 2010 % of Budget
k			Session Date	Request Amount	Weekly C	laims	Claims		Claims	Spent	Spent
1	10/1/10	10/7/10	10/19/10	\$ 486,507.45	\$ 818,	811.85	1	\$	49,999.05	1.14%	1.34%
2	10/8/10	10/14/10	10/26/10	\$ 1,067,933.98	\$ 818,	811.85	1	\$	28,590.00	3.65%	3.50%
3	10/15/10	10/21/10	11/2/10	\$ 474,168.77	\$ 818,	811.85	0	\$	-	4.76%	4.52%
4	10/22/10	10/28/10	11/9/10	\$ 1,046,388.94	\$ 818,	811.85	2	\$	94,485.65	7.22%	6.25%
5	10/29/10	11/4/10	11/16/10	\$ 450,447.03	\$ 818,	811.85	0	\$	П -	8.28%	7.74%
6	11/5/10	11/11/10	11/23/10	\$ 1,028,242.13	\$ 818,	811.85	3	\$	123,628.10	10.69%	11.01%
7	11/12/10	11/18/10	11/30/10	\$ 639,563.92	\$ 818,	811.85	3	\$	139,913.93	12.20%	13.27%
8	11/19/10	11/25/10	12/7/10	\$ 863,593.47		B11.85	1	\$	131,362.53	14.23%	15.49%
9	11/26/10	12/2/10	12/14/10	\$ 658,118.37		811.85	2	\$	75,075.28	15.77%	17.37%
10	12/3/10	12/9/10	12/21/10	\$ 945,893.77		811.85	0	\$	-	17.99%	19.74%
11	12/10/10	12/16/10	12/28/10	\$ 470,558.23		811.85	0	\$	_	19.10%	20.97%
12	12/17/10	12/23/10	1/4/11	\$ 1,156,991.32		811.85	4	\$	263,598.19	21.81%	23.16%
13	12/24/10	12/30/10	1/11/11	\$ 341,870.01		811.85	0	\$	-	22.62%	24.66%
14	12/31/10	1/6/11	1/18/11	\$ 679,129.98		811.85	1	\$	35,903.00	24.21%	26.85%
15	1/7/11	1/13/11	1/25/11	\$ 654,603.52		811.85	2	\$	87,942.00	25.75%	27.96%
16	1/14/11	1/20/11	2/1/11	\$ 1,230,988.94		811.85	6	\$	401,934.99	28.64%	30.56%
17	1/21/11	1/27/11	2/8/11	\$ 564,906.99		811.85	1	\$	112,075.66	29.97%	31.71%
18	1/28/11	2/3/11	2/15/11	\$ 957,377.67		811.85	1	\$	50,544.37	32.22%	34.69%
19	2/4/11	2/10/11	2/22/11	\$ 612,913.71		811.85	1	\$	47,219.06	33.66%	36.15%
20	2/11/11	2/17/11	3/1/11	\$ 885,757.98		811.85	0	\$	-	35.74%	41.19%
21	2/18/11	2/24/11	3/8/11	\$ 540,772.02		811.85	1	\$	33,422.63	37.01%	40.98%
22	2/25/11	3/3/11	3/15/11	\$ 992,688.31		811.85	3	\$	86,327.23	39.34%	43.38%
23	3/4/11	3/10/11	3/22/11	\$ 731,715.00		811.85	3	\$	153,400.86	41.06%	44.76%
24	3/11/11	3/17/11	3/29/11	\$ 1,017,707.55		811.85	2	\$	134,936.51	43.45%	47.38%
25	3/18/11	3/24/11	4/5/11	\$ 736,608.69		811.85	2	\$	183,479.80	45.18%	48.32%
26	3/25/11	3/31/11	4/12/11	\$ 1,080,169.24		811.85	0	\$	400 005 70	47.71%	50.65%
27	4/1/11	4/7/11	4/19/11	\$ 678,799.41		811.85	4	\$	162,685.73	49.31%	51.88%
28	4/8/11	4/14/11	4/26/11	\$ 1,203,323.54		811.85	5 1	\$	289,681.50	52.13%	54.10%
29	4/15/11	4/21/11	5/3/11	\$ 429,984.91		811.85		\$	26,616.24	53.14%	55.40%
30	4/22/11	4/28/11 5/5/11	5/10/11	\$ 958,871.06 \$ 556,246.87		811.85	2	\$	171,362.87 66,795.00	55.40% 56.70%	58.01%
31	4/29/11 5/6/11	5/12/11	5/17/11 5/24/11			811.85	5	\$	153,477.40	59.04%	59.54% 61.92%
32 33	5/0/11	5/12/11	5/31/11	\$ 996,265.87 \$ 632,781.33		<u>811.85</u> 811.85	2	\$	180,603.03	60.53%	63.20%
34		5/26/11	6/7/11	\$ 914,551.93		811.85	4	\$	127,082.13	62.68%	65.31%
35	5/20/11 5/27/11	6/2/11	6/14/11	\$ 431,858.40	<u> </u>	811.85	0	\$	127,002.13	63.69%	67.09%
36	6/3/11	6/9/11	6/21/11	\$ 1,028,676.55		811.85	2	\$	66,855.29	66.11%	69.01%
37	6/10/11	6/16/11	6/28/11	\$ 453,697.35		811.85	1	\$	29,867.00	67.17%	70.24%
38	6/17/11	6/23/11	7/5/11	\$ 1,502,194.03	_	811.85	4	\$	607,205.34	70.70%	72.31%
39	6/24/11	6/30/11	7/12/11	\$ 155,879.12		811.85		\$	133,847.78		73.75%
40		7/7/11	7/19/11	\$ 825,263.12		811.85		\$	25,497.46		76.50%
41		7/14/11	7/26/11	\$ 740,089.98		811.85		\$	126,020.46		77.87%
42		7/21/11	8/2/11	\$ 897,405.43		811.85		\$	62,587.16		80.14%
43		7/28/11	8/9/11	\$ 552,847.95		811.85		\$	94,229.00		81.53%
44		8/4/11	8/16/11	\$ 1,346,733.08		811.85		\$	387,720.90		84.01%
45		8/11/11	8/23/11	\$ 581,094.51		811.85		\$	221,519.11		85.71%
46		8/18/11	8/30/11	\$ 1,148,511.65		811.85		\$	319,338.83		87.71%
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Paid & Budgeted Claims to Date	\$ 36,350,693.08	\$ 37,665,344.93
Paid Claims less Total W	\$ (1,314,651.85)	

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.



From:

<SIFSFAX@UHC.COM>

To:

<NORMAN.MCREE@CO.TRAVIS.TX.US>

Date:

8/19/2011 4:55 AM

Subject:

UHC BANKING REPTS/C

TO: NORMAN MCREE

FROM: UNITEDHEALTH GROUP

FAX NUMBER: (512) 854-3128

AB5

PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2011-08-19

REQUEST AMOUNT: \$1,732,320.89

CUSTOMER ID: 00000701254

CONTRACT NUMBER: 00701254 00709445

BANK ACCOUNT NUMBER: 0475012038 ABA NUMBER: 021000021

FUNDING

ADVICE FREQUENCY: DAILY

FREQUENCY: FRIDAY

METHOD: ACH BASIS: BALANCE INITIATOR: CUST

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2011-08-18

\$867,991.84

- REQUIRED BALANCE TO BE MAINTAINED:

\$2,668,041.00

+ PRIOR DAY REQUEST:

\$00.00

= UNDER DEPOSIT:

\$1,800,049.16

+ CURRENT DAY NET CHARGE:

\$67,728.27-

+ FUNDING ADJUSTMENTS:

\$00.00

REQUEST AMOUNT:

\$1,732,320.89

ACTIVITY FOR WORK DAY: 2011-08-12

CUST

NON

NET

PLAN 0632

CLAIM \$428,841.15

CLAIM \$00.00

CHARGE \$428,841.15

TOTAL:

\$428,841.15

\$00.00

\$428,841.15

ACTIVITY FOR WORK DAY: 2011-08-15

CUST

NON

PLAN 0632

CLAIM \$613,270.18 CLAIM \$00.00 **NET CHARGE** \$613,270.18

Page: 1 of 2

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011_08_18

CONTR NBR	PLN_ID 7	TRANS_AMT SRS_DI		CLM_ACCT_NBR			TRANS_DT	WK_END_DT
701254	_632	234.9 QG	40223293 AI	11	8/9/2011	50	8/15/2011	8/18/2011
701254	632	-279.37 NN	1847586 AA	1	8/18/2011	200	8/15/2011	8/18/2011
701254	632	-309.36 NN	1253676 AI	3	8/18/2011	200	8/15/2011	8/18/2011
701254	632	-362.81 NN	1551200 AH	9	8/18/2011	200	8/15/2011	8/18/2011
701254	632	-374.57 NN	1431298 AH	1	8/18/2011	200	8/15/2011	8/18/2011
701254	632	-374.57 NN	1291762 AH	5	8/18/2011	200	8/15/2011	8/18/2011
701254	632	-409.19 NN	1733973 AE	1	8/18/2011	200	8/15/2011	8/18/2011
701254	632	-463.83 NN	1509826 AH	7	8/18/2011	200	8/15/2011	8/18/2011
701254	632	-477.08 NN	1759550 AH	7	8/18/2011	200	8/15/2011	8/18/2011
701254	632	-504.68 RJ	10868840 AA	4	8/12/2011	50	8/18/2011	8/18/2011
701254	632	-532.23 NN	SSN00000 AL	0	8/10/2011	600	8/16/2011	8/18/2011
701254	632	-612.55 NN	1565974 AH	1	8/18/2011	200	8/15/2011	8/18/2011
701254	632	-733 NN	SSN00000 AL	0	8/9/2011	600	8/15/2011	8/18/2011
701254	632	-938 NN	SSN00000 AL	0	8/15/2011	600	8/19/2011	8/18/2011
701254	632	-1966.62 NN	SSN00000 AL	0	8/12/2011	600	8/18/2011	8/18/2011
701254	632	-2471.68 NN	SSN00000 AL	0	8/9/2011	600	8/15/2011	8/18/2011
701254	632	-2877.45 UY	43901660 AH	7	11/4/2009	50	8/19/2011	8/18/2011
701254	632	-8341.96 NN	SSN00000 AL	0	8/11/2011	600	8/17/2011	8/18/2011
701254	632	-95204 NN	SSN00000 AL	0	8/15/2011	600	8/19/2011	8/18/2011

1,148,511.65

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

For the payment week ending:

08/18/2011

CLAIM

TRANS

CONTR_# TRANS_AMT SRS CHK_#

GRP ACCT# ISS_DATE

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:

8/18/2011

ГҮРЕ		MEMBER TYPE	TRANS_AMT	
CEPO				
	EE			
		526-1145-522.45-28	229,679.70	
	RR			
		526-1145-522.45-29	14,666.19	
Total CEPO				\$244,345.89
EPO				·
	EE			
		526-1145-522.45-20	276,300.66	
	RR			
		526-1145-522.45-21	43,081.93	
Total EPO				\$319,382.59
PPO				
	EE			
		526-1145-522.45-25	531,087.65	
	RR			
		526-1145-522.45-26	53,695.52	
Total PPO				\$584,783.17
Grand Total			;	\$1,148,511.65

Monday, August 22, 2011

Page 1 of 1



Travis County Commissioners Court Agenda Request

Meeting Date: 8/30/2011

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822

Elected/Appointed Official/Dept. Head: Leroy Notis, 854-9106

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744 Diane Blankenship, Human Resources Management Department, 854-9170 Leroy Nellis, Planning and Budget Office, 854-9106 Cheryl Aker, County Judge's Office, 854-9555

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.



Human Resources Management Department

1010 Lavaca Street, 2nd Floor

P.O. Box 1748

Austin, Texas 78767

(512) 854-9165 / FAX(512) 854-4203

August 30, 2011

ITEM #:

DATE:

August 19, 2011

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:

Leroy Nellis, Aging County Executive, Planning and Budget

FROM:

Diane Blankenship, Director, 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 Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

LN/DB/TLO

Attachments

cc: Plann

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
Civil Courts	139	Judicial Aide	15 / Minimum / \$34,608.50	15 / Minimum / \$34,608.50
Constable 3	26	Deputy Constable**	61 / Step 3 / \$46,080.53	61 / Step 3 / \$46,080.53
County Atty	90	Law Clerk I Part-time	14 / Minimum / \$16,172.73	14 / Minimum / \$16,172.73
County Atty	121	Law Clerk I Part-time	14 / Minimum / \$16,172.73	14 / Minimum / \$16,172.73
County Atty	122	Law Clerk I Part-time	14 / Minimum / \$16,172.73	14 / Minimum / \$16,172.73
HHS	38	Social Svcs Program Spec	16 / Midpoint / \$46,280.00	16 / Midpoint / \$46,280.00
Juvenile Probation	94	Juvenile Rsdntl Trt Ofcr Sr	15 / Level 4 / \$38,750.40	15 / Level 4 / \$38,750.40
Juvenile Probation	276	Juvenile Detention Ofcr I**	12 / Level 4 / \$31,657.60	12 / Level 4 / \$31,657.60
Sheriff	330	Office Spec Sr	12 / Midpoint / \$34,621.60	12 / Midpoint / \$34,621.60
Sheriff	363	Counselor Sr	16 / Level 4 / \$41,475.20	16 / Level 4 / \$41,475.20
Tax Collector	53	Tax Spec I Part-time	12 / \$14,689.41	12 / \$14,689.41
Tax Collector	136	Tax Spec I*	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
* Temporary	to Regu	ılar	** A	ctual vs Authorized

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Fac Mgmt	50003	Building Security Guard	8 / \$10.36	8 / \$10.36	05
Fac Mgmt	50068	Building Security Guard	8 / \$10.36	8 / \$10.36	05

^{**}Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).

TEMPORARY API	POINTME	NTS			
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
HHS	20020	Office Spec	10 / \$13.13	10 / \$13.13	02
HHS	20069	Carpenter	14 / \$15.55	14 / \$15.55	02
HHS	20085	Office Spec	10 / \$12.58	10 / \$12.58	02
Records Mang & Comm Resrc	20005	Imaging Production Tech	11 / \$12.70	11 / \$12.70	02
Records Mang & Comm Resrc	20007	Imaging Production Tech	11 / \$12.70	11 / \$12.70	02
Records Mang & Comm Resrc	20008	Imaging Production Tech	11 / \$12.70	11 / \$12.70	02
TCCES	50044	Counselor	15 / \$16.64	15 / \$16.64	05
TCCES	50171	Social Svcs Dir	25 / \$45.67	25 / \$45.67	05
TNR	20091	Park Tech I	8 / \$11.00	8 / \$11.00	02

Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title –Salary	Comments
HRMD	Slot 20036 / Registered Nurse II / Grd 20 / \$26.00	HRMD	Slot 50003 / Registered Nurse II / Grd 20 / \$26.00	Status changed from Temporary Worker (02 to Project Worker (05).
TNR	Slot 20072 / Park Tech I / Grd 8 / \$11.00	TNR	Slot 50076 / Park Tech II / Grd 10 / \$12.00	Promotion temporary. Status changed from Temporary Worker (02 to Project Worker (05).
TNR	Slot 20096 / Park Tech I / Grd 8 / \$11.00	TNR	Slot 50023 / Park Tech II / Grd 10 / \$12.00	Promotion temporary. Status changed from Temporary Worker (02 to Project Worker (05).
TNR	Slot 50008 / Park Tech I / Grd 8 / \$11.00	TNR	Slot 50201 / Park Tech II / Grd 10 / \$12.00	Promotion temporary.

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	1083	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrcmt / Grd 74	\$47,554.83	\$51,284.90	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1750	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrcmt / Grd 74	\$46,622.16	\$49,979.07	Career Ladder. Peace Officer Pay Scale (POPS).

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Criminal Courts	162	Counselor* / Grd 15	Counselor Sr / Grd 16	\$38,759.35	\$40,697.31	Career Ladder. Pay is between min and midpoint of pay grade.

Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
County Atty	Slot 85 & 176 / Law Clerk I / Grd 14 / Full-time \$32,345.46	County Atty	Slot 85 / Law Clerk I / Grd 14 / Part-time \$16,172.73	Status change from full-time to part-time (40 hrs to 20 hrs).
Sheriff	Slot 1050 / Certf Peace Ofcr Sr / Grd 84 / \$56,127.97	Sheriff	Slot 95 / Sergeant Corrections / Grd 88 / \$77,140.54	Promotion. Peace Officer Pay Scale (POPS).

Dept.	Slot – Position Title	Dept.	Slot – Position Title	Comments
(From)	– Grade – Salary	(To)	– Grade – Salary	
TNR	Slot 360 / Planner / Grd 18 / Full-time \$50,284.47	TNR	Slot 53 / Planner / Grd 18 / Part-time \$25,142.23	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Status change from full-time to part-time (40 hrs to 20 hrs). Retains current rate of pay.

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Bis	scoe, County Judge
Ron Davis, Commissioner, Pct. 1	Sarah Eckhardt, Commissioner, Pct. 2
Karen L. Huber, Commissioner, Pct. 3	Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: 8/30/2011, 9:00 AM, Voting Session

Prepared By/Phone Number: John Carr, Facilities Management, 854-4772

Elected/Appointed Official/Dept. Head: Roger El Khoury, M.S., P.E., 854-4579

Commissioners Court Sponsor: Commissioner Huber

AGENDA LANGUAGE:

Consider and take appropriate action regarding the lease between the City of Jonestown and Travis County for lease space located at 18649 Highway 1431 in Jonestown to include:

- A. Waiving the policy for naming of Travis County Facilities since this is a leased property;
- B. Approving the name of the leased property as the "Travis County Community Center at Jonestown"; and
- C. Approval of the extension of the lease for an additional year as per the agreement.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

In 2008, Travis County entered into a new lease with the City of Jonestown for lease of 4,675 net rentable square feet of space at the facility located at 18649 Highway 1431 in Jonestown. The initial term of the lease which provides space for the Northwest Rural Community Center operated by Health and Human Services (HHS) was for 36 months from the Commencement Date of October 1, 2008 and the lease term will end on September 30, 2011. Facilities Management Department (FMD) contacted HHS and confirmed that they would like to exercise the first option to extend the lease for 12 months as specified in our lease agreement. Mary Gerhardt of the County Attorney's Office has prepared the appropriate Notice of Intent to Extend and Amendment of Lease Between Travis County and the City of Jonestown for the Travis County Community Center at Jonestown which is attached. The extension, if approved, would provide another 12 months of access to the space at the same rental rate as for the initial term. The lease also has a second option to extend which would provide for another 12 months of access.

Along with the wish to extend the lease, a desire to rename the Travis County function at the leased facility has been raised. Currently there is a nonprofit advisory board at Jonestown that has the same name as that which is used for the Travis County operation at the leased property. Changing the name of the leased property to become

the Travis County Community Center at Jonestown would eliminate the confusion in the public concerning the County function and the nonprofit advisory board which is not associated with the County operation.

Travis County has approved §1.020 Policy for Naming New Travis County Facilities, which would not appear to apply in this case since the facility being named is not owned by Travis County. The name would apply to the section of a City of Jonestown property that is leased by Travis County for use as the Community Center.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends that the Commissioners Court formally waive the policy for the naming of Travis County Facilities for this leased property. FMD recommends approval of the naming of the leased property as the Travis County Community Center at Jonestown. FMD further recommends approval of the extension of the lease for an additional year as per the agreement.

ISSUES AND OPPORTUNITIES:

HHS confirms that the lease space is meeting their needs and concurs with the request to exercise the option to extend. The lease can be extended for a 12 month term at a rate of \$13.10 per square foot.

FISCAL IMPACT AND SOURCE OF FUNDING:

Annualized least cost is \$61,242.50, included in the central line item for leases.

REQUIRED AUTHORIZATIONS:

Mary Gerhardt, Assistant County Attorney, 854-9415

NOTICE OF INTENT TO EXTEND AND AMENDMENT OF LEASE BETWEEN TRAVIS COUNTY AND THE CITY OF JONESTOWN FOR THE TRAVIS COUNTY COMMUNITY CENTER AT JONESTOWN

This Notice of Intent to Renew and Amendment of Lease Agreement ("Lease Amendment") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("Tenant"), and the City of Jonestown ("Landlord").

RECITALS

Landlord and Tenant ("Parties") entered into a Lease Agreement ("Lease"), the Initial Term of which began October 1, 2008, and terminates September 30, 2011 ("Initial Lease Term").

The Lease provides for the extension of the Lease for two one-year terms by written notice, and provides amendment of the Lease by the written agreement of the Parties.

Tenant desire to notify the Landlord of the intent to exercise the option to renew the Lease for an additional one-year term, and Tenant desires to make certain changes to the Lease.

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 the extension of the Lease and amendment of the Lease as follows:

1.0 <u>LEASE TERM</u>

1.1 <u>Additional Term.</u> Pursuant to Section 2.2, Tenant hereby notifies Landlord of its intention to extend the Lease for an additional one-year term beginning October 1, 2011, and continuing through September 30, 2012 (" 2012 Additional Term"), unless sooner terminated pursuant to the terms of the Lease.

2.0 USE

- 2.1 <u>Signage</u>. The Parties agree to amend the Lease by adding the following to Section 5.0, "Use:"
 - 5.3 (a) Landlord grants Tenant permission to install signage at all entrances to the Premises posting the name of the Tenant's program operating on the Premises as "Travis County Community Center at Jonestown."

3.0 INCORPORATION

3.1 Landlord and Tenant hereby incorporate the Lease, into this Lease Amendment. Except for the changes made in this Lease Amendment, Landlord and Tenant hereby ratify all the terms and conditions of the Lease. The Lease, with the changes made in this Lease 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 Lease Amendment is effective September 30, 2011, when it is approved and signed by both Parties. This Lease, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

CITY OF JONESTOWN, TEXAS	TRAVIS COUNTY, TEXAS
BY:	BY:
Printed	
Name:	Samuel T. Biscoe
Title:	Travis County Judge
Date:	Date:



Travis County Commissioners Court Agenda Request

Meeting Date: 8/30/2011, 9:00 AM, Voting Session

Prepared By/Phone Number: John Carr, Facilities Management, 854-4772

Elected/Appointed Official/Dept. Head: Roger El Khoury, M.S., P.E., 854-4579

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on license agreement with the Texas Book Festival, Inc., to use County parking facilities on Saturday, October 22, 2011 and Sunday, October 23, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Texas Book Festival has used the County parking facilities on numerous occasions for previous annual book festivals. There have not been any adverse impacts for the County from the previous uses of the parking facilities for this function. Tenley Aldredge with the County Attorney's office prepared the attached license agreement, which has been signed by Christopher Thibert, the Logistics Coordinator for the Texas Book Festival. Mr. Thibert has also provided a check in the amount of \$20 for the fee for use of the two parking facilities, which is the amount that has been previously charged for use of these facilities by non-profit agencies. Mr. Thibert has also provided the appropriate certificate of liability insurance as required in the license agreement. There are no anticipated costs to the County associated with approval of this request.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the license agreement between Travis County and the Texas Book Festival, Inc.

ISSUES AND OPPORTUNITIES:

Approval of this license agreement will continue the approximately 10 year history of Travis County allowing the Texas Book Festival to use the Granger Building parking garage and the USB Building parking lot for their annual event.

FISCAL IMPACT AND SOURCE OF FUNDING:

FY 11 - \$20.00 Revenue.

REQUIRED AUTHORIZATIONS:

John Hille, Assistant County Attorney, 854-9415

LICENSE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This License Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and the Texas Book Festival, Inc., a Texas corporation ("Licensee").

WHEREAS, County is the owner of the Granger Administration Building Parking Garage located at 313 West 12th Street (the "Parking Garage") and the surface parking lot situated to the south and west of that County-owned building having a street address of 1010 Lavaca and known locally as the USB Building (the "Parking Lot"); and

WHEREAS, Licensee desires to exercise certain rights and privileges in the Parking Garage and Parking Lot (collectively, the "Parking Facilities") in conjunction with the Texas Book Festival event on Saturday, October 22, 2011 and Sunday, October 23, 2011.

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 to enter, use and occupy the Parking Facilities for the purpose of providing parking spaces to the public in conjunction with the Texas Book Festival event on Saturday, October 22, 2011 and Sunday, October 23, 2011. As a condition to the granting of this License, Licensee shall leave the Parking Facilities in as good a condition as when Licensee entered it, normal wear and tear excepted, as determined by existing County policy.
- 1.2 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Parking Facilities 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.

II. TERM OF LICENSE

2.1 The License granted hereunder is between 9 a.m and 5 p.m. on Saturday, October 22, 2011 and between 11 a.m. and 5 p.m. on Sunday, October 23, 2011.

III. PAYMENT TO COUNTY

- 3.1 In consideration of the License granted hereunder, Licensee shall pay County a fee in the amount of ten dollars (\$10.00) per parking facility, for a total payment of \$20.00, to be paid to the Travis County Treasurer.
- 3.2 In addition, Licensee shall provide, at its own additional expense and to the extent it believes necessary, traffic control, garbage removal, as well as any security personnel during Licensee's use of the Garage.

IV. COORDINATION WITH COUNTY

4.1 Licensee shall at all times obey the directions and commands of the Director of the Facilities Management Department or his designated representatives and the Travis County Sheriff and Sheriff's Office. In addition, Licensee shall cooperate and coordinate with any other licensees under similar license agreements with County. Any disregard of the directions of the above named County Official, Department Head, and/or his/her designated representatives shall be grounds for immediate revocation of the License granted hereunder. Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities, if any, for use of the Property under this Agreement.

V. USE AND REPAIRS

- 5.1 Licensee shall not use the Property for any purpose other than that set forth herein. Further, Licensee shall repair or replace any damage to the Property caused by Licensee.
- LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LICENSOR. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST LICENSOR (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. LICENSOR WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY STATEMENTS, VERBAL OR WRITTEN **REPRESENTATIONS** INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS IT IS UNDERSTOOD AND AGREED THAT THE WITH ALL FAULTS. CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY LICENSOR AND

ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN LICENSOR AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

VI. INDEMNIFICATION

- 6.1 LICENSEE DOES HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND LICENSOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEY'S FEES, OR EXPENSE OF WHATSOEVER TYPE OR NATURE ARISING IN WHOLE OR IN PART, OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUPPLIERS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE GARAGE, FOR WHICH A CLAIM, INCLUDING ATTORNEY'S FEES, DEMAND, SUIT, OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSOR.
- 6.2 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 A and made a part hereof.

VII. NOTICES

7.1 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: Christopher Thibert

Logistics Coordinator Texas Book Festival

610 Brazos Street, Suite 200

Austin, Texas 78701

(512) 477-4055 (o) & (512) 294-0411 (m)

If to County:

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

Director

Travis County Facilities Management Dept.

P.O. Box 1748 Austin, TX 78767

VIII. MEDIATION

8.1 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 a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

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.

10.0 NON-WAIVER AND RESERVATION OF RIGHTS

- 10.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which 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 Licensor under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of Licensor under it. 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.

XI. MISCELLANEOUS

- 11.1 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.
- 11.2 This Agreement shall be binding upon and inure to the benefit of County and Licensee and their respective successors, executors, administrators and assigns.

Neither County nor Licensee may assign, sublet or transfer its interest in or the obligations hereunder of this Agreement without the written consent of the other party hereto.

11.3 The property covered by this Agreement is located in Travis County, Texas, and all activities and undertakings permitted under this Agreement are performable in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

ΓRA	VIS COUNTY:		
Ву:	Samuel T. Biscoe Travis County Judge	Date:	
LICE By:	ENSEE: Christopher Thibert		
	Logistics Coordinator for	Date:	5-AUGUST-11

Texas Book Festival

EXHIBIT A

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Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Elizabeth Corey (854-9853), Marvin Brice

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. IL120001EC, Texas AgriLife Extension Service, for wildlife damage management services.

- Purchasing Recommendation and Comments: Purchasing concurs
 with department and recommends approval of requested action. This
 procurement action meets the compliance requirements as outlined by
 the statutes.
- Ø The contract pays for a full-time wildlife biologist to respond to complaints about damage caused by wildlife and to remedy the problem by public education, wildlife behavior modification and, if necessary, removal.
- Ø Since 2005, Texas AgriLife Extension Service has provided services for wildlife damage management in Travis County. The goals of the program are to reduce threats to property, health and safety caused by coyotes and other wildlife. Because the Texas AgriLife Extension Service drafted this agreement, it is requested that Travis County sign the agreement first.
- **Ø** Contract Expenditures: Not applicable
- **⊘** Contract-Related Information:

Award Amount: \$52,600

Contract Type: Interlocal Agreement

Contract Period: September 1, 2011 - August 31, 2012

⊘ Contract Modification Information: Not Applicable

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

- **∅** Solicitation-Related Information: Not Applicable
- **Ø** Special Contract Considerations: Not Applicable
- **Ø** Funding Information:
 - □ Purchase Requisition in H.T.E.: 538032

 - ☐ Comments:



TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE 502 E. Highland Mall Blvd. P. O. Box 1748 Austin, Texas 78767

Sherri E. Fleming County Executive for TCHHSVS (512) 854-4100 Fax (512) 279-1608

MEMORANDUM

Date:

August 15, 2011

To:

Members of the Commissioners Court

FROM:

Sherri E. Fleming

County Executive for Travis County Health and Human Services

and Veterans Service

Subject:

FY'12 Wildlife Damage Management contract

Proposed Motion:

Consider and take appropriate action to approve the FY'12 Wildlife Damage Management contract with Texas AgriLife Extension Service.

Summary and Staff Recommendation:

The contract pays for a full-time wildlife biologist to respond to complaints about damage caused by wildlife and to remedy the problem by public education, wildlife behavior modification and, if necessary, removal. The goals of the program are to reduce threats to property, health and safety caused by wildlife, primarily coyotes.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

The FY'12 contract budget is \$52,600. The contract runs from 9/1/11 - 8/31/12. A requisition for \$4,383 will cover payment for the month of September. The remaining \$48,217 will be encumbered in October after the FY'12 budget is loaded in H.T.E.

Issues and Opportunities:

There are ongoing complaints from Travis County residents related to coyote threats to human health and safety as well as attacks on pets. This interlocal agreement addresses the need for a comprehensive wildlife damage management program to control the problem.

Background:

The court first approved an Interlocal Cooperation Agreement with Texas AgriLife Extension Service in FY'05 for a wildlife damage management program in Travis County.

Cc: Robert Richter, Director, Texas AgriLife Extension Service
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
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing Office

CONTRACT NO. 12-WS-01

INTERLOCAL COOPERATION AGREEMENT FOR WILDLIFE DAMAGE MANAGEMENT

This Interlocal Cooperation Agreement (Agreement) is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (Receiving Agency) and the Texas AgriLife Extension Service - Wildlife Services (Performing Agency), pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Sec. 791.001, et seq., TEX. GOV. CODE ANN. (Vernon Supp. 2000).

ARTICLE 1. STATEMENT OF WORK TO BE PERFORMED

1.0 STATEMENT OF WORK TO BE PERFORMED

- 1.01. **PROJECT.** In strict conformance with the terms and conditions of this Agreement, the Performing Agency shall conduct an operational wildlife damage management (WDM) program for the protection of facilities, structures, and the property from damage caused by wildlife and for the protection of human health and safety from wildlife-related diseases in the County of Travis and the City of Austin (Project).
- 1.02. WORK PLAN. The Project shall strictly conform to the work plan contained in the proposal submitted by the Performing Agency, a copy of which is attached hereto as Attachment A and incorporated herein for all purposes by this reference.
- 1.03. **PROGRESS REPORTS.** During the term of the Agreement, the Performing Agency shall submit to the Receiving Agency quarterly Project management information reports, with the first report being due three (3) months after the effective date of the Agreement, and subsequent reports submitted every three (3) months thereafter throughout the term(s) of the Agreement.
- 1.04. **FINAL REPORT.** The Performing Agency shall submit to the Receiving Agency a final report containing a summary of the work performed during the Initial Term under this Agreement on or before October 1, 2012. If subsequent Renewal Term(s) are approved by the Parties, final reports related to each term shall be submitted each October 1 thereafter.
- 1.05. LICENSES. The Performing Agency shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the undertaking or completion of the work or services to be performed hereunder by the Performing Agency, including the procurement of releases, waivers and other agreements required for access to public and/or private property as necessary to carry out the services and activities set forth in this Agreement.

II. CALCULATION OF REIMBURSABLE COSTS.

2.0 BUDGET

- (a) The Receiving Agency will reimburse the Performing Agency for allowable expenses incurred by the Performing Agency in accordance with the "Budget" attached hereto and incorporated herein as Attachment B.
- (b) Fiscal Year Limitation. The Parties understand and agree that Receiving Agency's fiscal year runs from October 1 of each year through September 30 of the following year, and that Receiving Agency funding obligations can ONLY be incurred for the portion of any Agreement Term corresponding to a time period included in the approved budget for any one Fiscal Year. As a result, of the total Agreement amount, Performing Agency cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

(i) September 1, 2011 - September 30, 2011 1/12 total contract amount \$4,383.00

(ii) October 1, 2011 - August 31, 2012 11/12 total contract amount \$48,217.00

- (c) Performing Agency understands and agrees that funds set out in 2.01(b)(ii) are contingent upon approval of such funding for the Agreement by the Commissioners Court in the budget process related to the Fiscal Year beginning October 1, 2011, and that the amount set forth under that subsection may be decreased or eliminated by the Commissioners Court during that budget process without any liability of Receiving Agency. This Section 2.01(c) shall apply to any future Agreement Term(s) within the Fiscal Year dates applicable to that Agreement Term. In no event shall any provision of this Agreement or any Agreement subject to this Agreement be interpreted to obligate the Receiving Agency beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period.
- 2.02. VARIANCE. The Receiving Agency may allow budget flexibility within categories to the extent that the resulting totals do not exceed 10% of the budgeted amount. Upon written request and justification by the Performing Agency, the Receiving Agency may allow, upon written memorandum to the File, budget flexibility within categories when the resulting totals exceed 10% of the budgeted amount. Changes made under this Section 2.02 that exceed 10% of the budgeted amount shall be effective only upon receipt by the Performing Agency of such memorandum to the File signed by the Receiving Agency's designated representative who, for purposes of this Section 2.02, shall be Sherri Fleming, County Executive, Travis County Health and Human Services and Veterans Service (County Executive).
- 2.03. TRAVEL. Travel shall be reimbursable under this Agreement only if "Travel" is an authorized budget category in Attachment B. If travel is included in Attachment B, it shall be reimbursed at the approved State of Texas employee rate as established by the State of Texas.
- 2.04. PURCHASES. The Performing Agency shall not purchase any equipment and/or computer software as a reimbursable budget item without prior written approval from Receiving Agency as indicated by written document signed by County Executive and Cyd Grimes, Travis County Purchasing Agent (Purchasing Agent). Equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Title to any equipment so purchased shall be retained by the Performing Agency at the end of the Agreement.

III. CONTRACT AMOUNT.

3.01. **CONSIDERATION.** For and in consideration of the Performing Agency's satisfactory performance under this Agreement, the Receiving Agency shall pay to the Performing Agency a total amount during the Initial Term not to exceed \$52,600.00, in accordance with the Budget referenced above.

IV. PAYMENT FOR SERVICES.

- 4.01 **PAYMENT.** Payment shall be made by the Receiving Agency from proper appropriation items or accounts which it normally uses for like expenditures (current revenue funds), by check payable to the Performing Agency. Performing Agency shall provide Receiving Agency with an invoice reflecting expenditures related to the Budget included in this Agreement within fifteen days of each month of the Agreement term. Receiving Agency will make payment to Performing Agency within thirty days of receipt of a complete and correct invoice.
- 4.02 **RETAINAGE.** To ensure full performance by the Performing Agency, final payment in an amount equal to five percent of the total consideration may be withheld until receipt and approval of all services and/or other deliverables required herein.

- 4.03 BOOKS AND RECORDS; AUDIT. Charges for service, statements, invoices, and other required documentation to evidence and properly support the requests for payment shall be maintained by the Performing Agency for a period of three years, or until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved, whichever occurs later, and delivered to the Receiving Agency on request. The Receiving Agency reserves the right to audit any Performing Agency account related to the Project and to verify any expense item submitted for reimbursement by the Performing Agency. In the event the Receiving Agency determines that any sum of money which has been paid by the Receiving Agency (1) has resulted in overpayment to the Performing Agency, or (2) has not been spent strictly in accordance with the terms of this Agreement, upon written request of the Receiving Agency, the Performing Agency agrees to reimburse the Receiving Agency within twenty working days after such written request for reimbursement. This Section 4.03 shall survive the termination of this Agreement.
- 4.05 **CREDIT.** Payments received by the Performing Agency shall be credited to the appropriate appropriation items or accounts.
- 4.06 **LIMITATION.** The Receiving Agency shall not be liable to the Performing Agency for costs incurred by the Performing Agency before the commencement of this Agreement or after the termination of the Agreement.

V. TERM OF AGREEMENT.

- 5.01 **TERM.** This Agreement shall be effective as of September 1, 2011, and shall terminate on August 31, 2012. This Agreement may be renewed upon written agreement by the Parties prior to the termination date of the Term of the Agreement.
- 5.02 **DISPUTE RESOLUTION.** If a contract dispute arises that cannot be resolved to the satisfaction of the Parties either Party may notify the other Party in writing of the dispute. Notification of such dispute shall be sent by the Performing Agency to the Purchasing Agent, with a copy to the County Executive. If the Parties are unable to satisfactorily resolve the dispute within fourteen days of the written notification, the Receiving Agency may require the issue(s) to be mediated. In such event, the Receiving Agency shall so notify the Performing Agency and furnish the Performing Agency with the names of three mediators acceptable to the Receiving Agency. Within ten days of such notice, the Performing Agency shall select a mediator from the list provided by the Receiving Agency and notify the Receiving Agency of the selection. The mediation shall occur within thirty days of such notification. Prior to the mediation, each Party will provide the mediator with a statement of issues to be mediated, along with any other information or releases required by the mediator. Cost of the mediator shall be borne equally by the Parties. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless all Parties agree, in writing, to waive the confidentiality.
- 5.03. **EARLY TERMINATION.** The Receiving Agency may terminate this Agreement upon 60 days written notice to the Performing Agency. Upon receipt of notice of early termination, the Performing Agency shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this Agreement and shall otherwise cease to incur costs under the Agreement. Early termination will be subject to an equitable settlement of the respective interests of the Parties accrued up to the date of termination.

VI. FUNDING

6.01. NO DEBT. This Agreement shall not be construed as creating any debt on behalf of the State of Texas or the Receiving Agency in violation of Sec. 49, Art, III of the State Constitution (Constitution). In compliance with Sec. 6, Art. VIII of the Constitution, it is understood that all obligations of the Receiving Agency are subject to the availability of funds. If such funds are not appropriated or become unavailable, this Agreement may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective

interests accrued up to the date of termination. Performing Agency acknowledges and agrees that in no event shall any provision of this Agreement be interpreted to obligate the Receiving Agency beyond the funds approved by the Travis County Commissioners Court for any fiscal year/budget period. Other provisions not withstanding, this Agreement will be subject to termination on any September 30 if, during the budget planning and adoption process, the Travis County Commissioners Court fails to provide funding for this Agreement for the Receiving Agency fiscal year following the beginning of the Agreement term.

VII. OWNERSHIP.

- 7.01. OWNERSHIP. The Receiving Agency shall have unlimited rights to technical or other data resulting directly from the performance of work under this Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Agreement and developed by the Performing Agency under this contract shall be owned by the Performing Agency.
- 7.02. COPYRIGHT. The Performing Agency shall not assert any rights at common law or in equity, or otherwise seek to establish any claim to statutory copyright in any material or information developed under this Agreement. The Parties expressly agree that the Performing Agency shall own all right, title, and interest in and to any copyright or other intellectual property rights and any material or information developed under this Agreement, including but not limited to the right to use, reproduce, or publish any or all of such information and other materials without the necessity of obtaining permission from the Receiving Agency and without expense or charge. All reports and other materials completed as a result of this Agreement shall carry an appropriate acknowledgement of Receiving Agency support on the front cover or title page of such document and other materials.

VIII. DATA COLLECTION AND DELIVERY.

- 8.01. GEOGRAPHIC INFORMATION SYSTEMS. Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased with funds from this Agreement, shall be subject to all applicable terms of the Texas Department of Information Resources (DIR) Standards and Guidelines for Geographic Information Systems in the State of Texas, August 1992.
- 8.02. TRANSFER OF DATA. Any GIS data to be transferred or exchanged that is collected, manipulated, or purchased with funds from this Agreement must be documented as specified in the Texas Metadata Standard or, at a minimum, as specified in the Texas Metadata Subset Standard (projected to be implemented by DIR in 1997), subject to any subsequent updates or revisions promulgated thereafter.
- 8.03. FORMAT. Any electronic data to be transferred in conjunction with a GIS shall be transferred in ARC/INFO, an ARC/INFO-compatible format, or other mutually agreed format. Non-spatial text or database data to be transferred shall be delivered in MS WORD, dbase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes compatible tape cartridge, optical disks, and CD-ROM.

IX. EVENTS OF DEFAULT AND REMEDIES.

- 9.01. **DEFINED.** Each instance of the Performing Agency's failure to comply with any term, covenant or provision contained in this Agreement shall constitute an event of default (Event of Default) under this Agreement.
- 9.02. **REMEDIES.** Receiving Agency must use the dispute resolution process provided in Chapter 2260, "Texas Government Code," and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made against Performing Party.

9.03 **NO WAIVER.** No waiver of any Event of Default shall be considered a waiver of any other or subsequent Event of Default, and no delay or mission in the exercise or enforcement of the rights and powers of the Receiving Agency shall be construed as a waiver of any such rights or powers.

X. MISCELLANEOUS PROVISIONS.

- 10.01. SUBCONTRACTS. The Performing Agency may, only with the prior written consent of the Receiving Agency, subcontract with other agencies and/or private entities for some or all of the services to be performed under this Agreement; provided, however, such consent may be withheld or conditioned in the Receiving Agency's sole and absolute discretion. Each request for approval shall include a detailed budget estimate with specific cost details for each or specific item or work to be performed by the subcontractor and for each category of reimbursable expense. The Performing Agency shall legally bind any such subcontractors to perform and make such subcontractors subject to all the duties, requirements, and obligations of the Performing Agency of the responsibility for insuring that the services rendered comply with the terms and provisions of this Agreement The Performing Agency will provide the Receiving Agency with copies of all subcontracts and all amendments, cancellations, or terminations to such subcontracts upon request.
- 10.02. **INDEPENDENT CONTRACTOR.** It is further mutually understood and agreed that the Performing Agency is contracting with the Receiving Agency as an independent contractor and agrees to hold the Receiving Agency harmless to the full extent permitted under the Constitution and laws of the State of Texas from and against any and all claims, demands, and causes of action arising from the negligent acts or omissions of the Performing Agency, its employees or agents in connection with the performance of services by the Performing Agency or its subcontractors under this Agreement.
- 10.03. HISTORICALLY UNDERUTILIZED BUSINESSES. In accordance with state law, it is the Receiving Agency's policy to assist historically underutilized businesses (HUB's), whether minority or women-owned, to participate whenever possible in providing goods and services to the agency. The Receiving Agency encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling the contractor's obligations with the Receiving Agency. The Performing Agency will provide the Purchasing Department of the Receiving Agency with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising under this Agreement.
- 10.04. **INCORPORATION BY REFERENCE.** Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and the federal government, all of which shall apply to the performance of the work under this Agreement.
- 10.05. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties relative to the subject Project. No other agreement, statement, or promise that is not contained in this Agreement shall be binding except through a written modification signed by both Parties.
- 10.06 WRITTEN CONSENT. Written consent from the Landowner, Lessee, or designee (Cooperator) and concurrence with the Performing Agency will be required to access private property to conduct wildlife damage management activities.
- 10.07 LIABILITY. U. S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) is the agency assigned overall program responsibilities. USDA-APHIS-WS will hold Cooperator harmless from any liability arising from the negligent act or omission of a government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2761 et. seq., except to the extent that aforesaid liability arises from the negligent act or omission of the Cooperator, their employees, agents or subcontractor(s). Such relief shall be provided pursuant to the procedure set forth in the FTCA and applicable regulations.

- 10.08. GOVERNING LAW AND VENUE. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. As per Texas Education Code, Section 85.18, exclusive venue for a suit against the Texas AgriLife Extension Service is Brazos County or the corresponding federal court; provided, however, neither the foregoing, nor any other provision of this Agreement, shall be construed as a waiver of sovereign immunity by either Party.
- 10.09. **SEVERANCE.** Should any one or more provisions of this Agreement be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement, which shall remain of full force and effect.
- 10.10 **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 10.11 NOTICES. Any notice required or permitted to be delivered under this Agreement shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Receiving Agency or the Performing Agency, as the case may be, at the address set forth below:

Receiving Agency:

Sherri Fleming, County Executive (or her successor)
Travis County Department of Health and Human Services,
and Veterans' Service
P.O. Box 1748
Austin, Texas 78767

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

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

Performing Agency:

Diane Gilliland Assistant Director for Research Services 2147 TAMU College Station, Texas 77843-2147

and

Texas AgriLife Extension Service - Wildlife Services 1600B Smith Road Austin, Texas 78721

Notice given in any other manner shall be deemed effective only if and when actually received by the Party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

10.12. AMENDMENTS. Any change to the terms of this Agreement shall be made in writing and signed by both Parties. Requests for changes by Performing Agency will be submitted to the Purchasing Agent, with a copy to the County Executive.

- 10.13. **INSURANCE.** Performing Agency shall have standard insurance sufficient to cover the needs of the Performing Agency pursuant to applicable generally accepted business standards.
- 10.14. CLAIMS NOTIFICATION. Performing Agency will give written notice to Receiving Agency of any claim or other action made or brought by any person, firm, corporation or other entity against Performing Agency or Receiving Agency related to services and activities provided under this Agreement.
- 10.15 **FORCE MAJEURE.** Neither Party shall be financially liable to the other Party for delays or failures to perform where such failure is caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions).

THE UNDERSIGNED do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state and/or local government; (2) the proposed arrangements serve the interest of efficient and economical administration of those affected agencies; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article XVI of the Constitution to be supplied under contract by the lowest responsible bidder.

THE RECEIVING AGENCY further certifies that it has the authority to enter into this Agreement by virtue of the authority granted in TEXAS HEALTH AND SAFETY CODE, Chapter 825.004, Appropriations by Local Governments, and other applicable statutes.

THE PERFORMING AGENCY further certifies that is has the authority to enter into this Agreement by virtue of the authority granted in the Texas Education Code, Section 88.01.

THE PARTIES mutually bind themselves to the faithful performance of this Agreement, effective as of the first day of September 2011.

Date: 7/14/11 Michael J. Bodenchuk Title: Director PERFORMING AGENCY RECEIVING AGENCY Texas AgriLife Extension Service **Travis County** BY: BY: Ed Smith Samuel T. Biscoe Title: Director, Texas AgriLife Extension Service and Title: County Judge Associate Chancellor for Agriculture and Life Sciences Date: Date:

RECOMMENDED

Texas AgriLife Extension Service - Wildlife Services

ATTACHMENT A

CONTRACT NO. 12-WS-01

WORK PLAN

DATED: SEPTEMBER 1, 2011

Introduction

Texas Wildlife Services (TWS) program personnel report that conflicts between people and coyotes and other damage causing wildlife are increasing in urban areas across the State of Texas. While the program implemented under this Agreement will emphasize activities related to the coyote population, services and activities related to other damage causing wildlife will also be provided as feasible. References to services related to coyotes under this Agreement also include like services related to other damage causing wildlife. In recent years, TWS biologists assigned to Austin and central Texas have responded to a growing number of complaints related to coyote threats to human health and safety and coyote attacks on pets. In the past, WS biologists in Austin and Travis County have responded to most of these complaints by providing technical assistance or educational materials. Today, the problem has reached a point where technical assistance no longer meets the needs of the public. The TWS Program recognizes a need to conduct a comprehensive Coyote/ Damage Causing Damage Management (CDM) program in Travis County and the City of Austin and recommends the course of action outlined in this work plan.

Several counties which adjoin Travis County currently have coyote management programs in place. Blanco, Burnet, Hays, and Williamson counties currently fund coyote management programs. Historically, these programs have been directed at livestock depredation problems. However, in recent years, the Texas Wildlife Services Program has reported an increase in coyote complaints from residential areas in the aforementioned counties and a significant part of the service provided by the Texas Wildlife Services Program has been directed at managing problems in urban and suburban areas of the counties.

The proposed program for Travis County and the City of Austin differs somewhat from the current programs in surrounding counties in that highest priority will be given to addressing coyote problems in residential and urban areas of the county. Secondary emphasis will be given to coyote management in outlying areas of the City of Austin and Travis County.

Area of Jurisdiction.

This Agreement shall be performed only within the unincorporated areas of Travis County and the City of Austin. Participation in this Agreement by other incorporated municipalities within Travis County will be handled by amendment to this Agreement pursuant to Section 10.12.

Purpose of Objectives

The Texas AgriLife Extension Service - Wildlife Services Unit in conjunction with USDA-APHIS-WS Program (WS) will continue an operational and technical assistance based CDM program in the City of Austin and Travis County, Texas. The overall objective of this Agreement is to fund and conduct a full-service integrated CDM program. The primary goal of the operational program will be to reduce human health and safety threats and concerns and reduce injuries to and loss of pets caused by coyotes and other damage causing wildlife in Travis County and the City of Austin. The secondary goal will be to reduce damage to property and other resources caused by coyotes and other damage causing wildlife. An annual work plan and financial plan are included herein.

Objectives

- A. To continue and conduct an operational CDM program to minimize conflicts between people and coyotes and other damage causing wildlife.
- B. To cooperate with Travis County, the City of Austin and Extension for the purpose of developing a public education program designed to minimize conflicts between people and coyotes and other damage causing wildlife. The educational effort will include development

and dissemination of information related to modification of environmental conditions and/or cultural practices which influence coyote activity and activity of other damage causing wildlife.

C. To monitor coyote activity and activity of other damage causing wildlife while evaluating the effectiveness of CDM program efforts.

Goals

To minimize the following coyote/damage causing wildlife related problems in Travis County and the City of Austin: coyote threats to human health and safety, coyote attacks on pets, and other conflicts that may arise between people and coyotes and other damage causing wildlife.

Plan of Action

WS has assigned a full-time wildlife biologist to Travis County, for the purpose of continuing and conducting a CDM program. WS will also maintain an existing wildlife biologist position in Travis County to augment the CDM program. The existing position will support direct control and educational programs in cooperation with Travis County and the City of Austin. WS personnel assigned to Travis County will remain under the supervision of WS. CDM activities will be confined to the unincorporated areas of Travis County and the City of Austin. WS provides managerial, technical, and administrative program support. WS adheres to all local and state laws and regulations as well as USDA/APHIS/WS policies and guidelines when conducting WDM operations. Safety will be a priority.

CDM methods for controlling coyotes and other damage causing wildlife will include all legal methods such as, but not limited to, leghold traps, snares, shooting, calling, chemical control and hand removal. Only WS or other designated personnel will remove captured animals. WS will be responsible for application and maintenance of CDM equipment.

WS will inform City, County and Extension personnel of WDM activities by attending meetings and providing mutually agreed upon reports. The WS District Office in College Station, Texas (979/845-6201) will monitor the program.

Services and activities to be provided by Performing Agency will include the following:

- 1. Provide educational services for areas registering complaints or making requests for such services through Receiving Agency.
- 2. Evaluate and make recommendations for modification of citizen activities related to complaints and requests.
- Cooperate with City and County in developing and distributing educational and other informational materials designed to decrease the occurrence of problems related to damagecausing wildlife.
- 4. Provide services as allowed by law related to all damage-causing wildlife, with the initial emphasis on problems related to the coyote population.
- 5. Where necessary and in instances where other options do not result in a resolution of the wildlife problem, provide for the extermination of animals determined to be a danger to the community.
- 6. Respond in a timely and effective manner to all complaints related to damage-causing wildlife within the jurisdiction of the Performing Agency utilizing methods which include public education, wildlife behavior modification, and, where necessary, elimination of damage-causing wildlife.

City/County Cooperative Effort

Performing Agency acknowledges and agrees that this Agreement is based upon the cooperative effort to be entered into between Receiving Agency and the City of Austin (City), pursuant to the terms of a separate agreement between Receiving Agency and City (City/County Agreement). Continued performance of the

Agreement by Receiving Agency is conditioned upon the performance by City of certain obligations pursuant to the City/County Agreement. Section 5.03 notwithstanding, Receiving Agency may terminate this Agreement with 30 days notice upon the failure of City to perform according to the terms of the City/County Agreement, including payment by City to County of funds set forth under that City/County Agreement.

Functions related to this Agreement to be provided by City include the following:

- 1. Payment by City to Receiving Agency of \$10,000
- 2. Provision of the following in-kind services:
 - Coyote and other damage causing wildlife related calls will be handled through the Town Lake Animal Center (TLAC) Animal Control Office and 311 Call Center. The requests for service will be forwarded to the Wildlife Biologist for handling when necessary.
 - City Animal Services will continue to provide education and information to citizens in those
 cases where additional services are not warranted and will assist the Wildlife Biologist with
 education efforts in the neighborhoods including direct customer service, neighborhood
 meetings and material distribution.
 - City Animal Services will continue to maintain the database of complaints by geographic area to track problem neighborhoods and provide information to the Wildlife Biologist for proactive efforts of coyote population management and the management of other damage causing wildlife populations.
 - City Animal Control will handle transport of bodies for any euthanized animals as well as handle disposal of the bodies.
 - City Animal Control will provide the rabies quarantine/testing and reporting support required for any suspect animals.
 - City Animal Control will provide any coordination support requested by the Wildlife Biologist while conducting activities, including serving as a central point of contact for the Wildlife Biologist to notify the City of the location of traps, harvesting sweeps, etc.
 - Provide the necessary City authorization to access City-owned property to implement the wildlife management program described in this Agreement.
 - Transport trapped coyote(s) requiring euthanasia when requested by TWS.
 - Euthanize coyote(s) when instructed by TWS to do so.

IL120001EC

ATTACHMENT B

CONTRACT NO. 12-WS-01

DATED: SEPTEMBER 1, 2011

BUDGET

Salary and Benefits

One full-time wildlife biologist

\$49,600.00

Supplies

3,000.00

TOTAL

\$ 52,600.00



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Elizabeth Corey (854-9853), Marvin Brice

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve additional City funding (Modification No. 1) to Interlocal Agreement IL110133EC, City of Austin.

- Ø Purchasing Recommendation and Comments: Purchasing concurs
 with department and recommends approval of requested action. This
 procurement action meets the compliance requirements as outlined by
 the statutes.
- Travis County and the City of Austin have jointly funded the Summer Youth Employment Program (SYEP) since 1997. SYEP provides workbased learning opportunities for at-risk youth throughout the city of Austin and Travis County. Travis County administers the program and manages the day-to-day operations. There are four full-time staff and approximately seven temporary/seasonal Travis County employees who operate the program. The City of Austin handles payroll for the participating youth.
- Ø This Modification No. 1 provides for the addition of \$56,250 in City funding. The County funding amount does not change.
- O Contract Expenditures: Since May 1, 2011, \$0.00 has been spent against this contract.

⊘ Contract-Related Information:

Award Amount: \$217,544.00

Contract Type: Interlocal Agreement

Contract Period: May 1, 2011 - September 30, 2011

O Contract Modification Information:

Modification Amount: \$217,544.00

Modification Type: Bilateral

Modification Period: May 1, 2011 - September 30, 2011

- **∅** Solicitation-Related Information: Not Applicable
- **Ø** Special Contract Considerations: Not Applicable
- **Ø** Funding Information: Not Applicable



TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE 502 E. Highland Mall Blvd. P. O. Box 1748 Austin, Texas 78767



Sherri E. Fleming County Executive for TCHHSVS (512) 854-4100 Fax (512) 279-1608

DATE:

July 19, 2011

TO:

Members of the Commissioners Court

FROM:

Sherri E. Fleming, County Executive for Travis County Health and

Human Services and Veterans Service

SUBJECT:

Amendment of interlocal agreement between the City of Austin and

Travis County for the Summer Youth Employment Program

Proposed Motion:

Consider and take appropriate action to approve an amendment adding \$56,250 for youth stipends to the interlocal agreement with the City of Austin for the FY'11 Summer Youth Employment Program.

Summary and Staff Recommendations:

Travis County and the City of Austin have jointly funded the Summer Youth Employment Program (SYEP) since 1997. SYEP provides a variety of work-based learning opportunities for at-risk youth throughout the City of Austin and Travis County. Travis County is responsible for administering the program and managing day-to-day operations. There are four full-time staff and approximately ten temporary/seasonal Travis County employees who operate the program. The City of Austin handles all payroll duties for participating youth.

Travis County is contributing \$217,554 toward youth stipends in FY'11. The City of Austin originally contributed \$345,000. This amendment adds \$56,250 in city funds. The extra money will allow an additional 75 youth to participate.

The amendment brings the total city and county funding for youth stipends to \$618,804. This will provide summer jobs for 825 youth, including 115 youth with disabilities.

TCHHSVS staff recommends approving the amendment.

Budgetary and Fiscal Impact:

Travis County's contribution for FY'11 remains at \$217,554. This contract follows the county's fiscal year.

Issues and Opportunities:

SYEP provides at-risk youth, including those with disabilities, with summer employment designed to promote self-sufficiency, good citizenship and healthy lifestyles.

Background:

SYEP is supported by more than 50 community-based and faith-based organizations that work with county staff to recruit, train, mentor and place young people between the ages of 14 and 17 (14 and 22 for youth with disabilities) in summer jobs. Youth receive training in career development and undergo a self-assessment and personal profile to assist them in identifying future career interests. Youth are placed in jobs exposing them to various career paths such as environmental science, accounting, customer service, journalism, elder care, criminal justice, public health, and child development. They also receive training in life skills, anger management, conflict resolution, and making healthy choices.

Cc:

Deborah Britton, Division Director, Community 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
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing
Office

MODIFICATION OF CONTRAC	CT NO: IL110133EC – Summer Youth Emplo	oyment Program Page 1 of 3 Pages
ISSUED BY: Travis County Purchasing Office 700 Lavaca, Suite 800 Austin, Texas 78701	PURCHASING AGENT ASST: Elizabeth Corey Phone (512) 854-9853 Fax (512) 854-9185	DATE PREPARED: August 18, 2011
City of Austin Health and Human Services PO Box 1088 Austin, Texas 78767	MODIFICATION NO.:	EXECUTED DATE OF ORIGINAL CONTRACT: June 14, 2011
ORIGINAL CONTRACT TERM DATES: May 1, FOR TRAVIS COUNTY INTERNAL USE ON		RM DATES: <u>May 1, 2011 - September 30, 2011</u>
Original Contract Amount: \$217,554	Current Modified Amount \$ 217,554	
The Contract is amended according to the Contract and constitutes promised perform	terms of the attachment to this Modification, all of we mances by the Contractor in accordance with all terms the signature block below on all originals and returned to you for your records.	which is hereby made a part of the softhe Contract, as amended.
	ed to you for your records.	□ DBA
BY: SIGNATURE		☐ CORPORATION ☐ OTHER
BY: PRINT NAME TILE: ITS DULY AUTHORIZED AGENT		DATE:
TAVIS COUNTY, TEXAS Y: CYD V. GRIMES, C.P.M., TRAVIS COUNTY F	PURCHASING AGENT	DATE:
RAVIS COUNTY, TEXAS Y:		DATE:
SAMUEL T. BISCOE, TRAVIS COUNTY JUDG	ie i i i i i i i i i i i i i i i i i i	

AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT BETWEEN TRAVIS COUNTY AND THE CITY OF AUSTIN FOR WORK-BASED LEARNING/SUMMER YOUTH EMPLOYMENT PROGRAM

This Amendment of Interlocal ("Amendment") is entered into by the following parties: Travis County, a political subdivision of Texas ("County"), and the City of Austin, a Texas home-rule municipal corporation and political subdivision of the State of Texas ("City").

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.028, and other statutes), and provision of that care constitutes a public purpose; and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, CH. 121, CH. 122, and other statutes); and to provide services to youth in need of protection and care (TEX. FAMILY CODE ANN., Section 264.006); and provision of those services constitutes a public purpose.

County and City entered into an Interlocal Cooperation Agreement ("Agreement") to provide services in the form of summer employment opportunities and related services to certain eligible youth in Travis County, the provision of which constitutes a public purpose, with the Initial Term of the Agreement commencing on May 1, 2011, and expiring on September 30, 2011.

The Agreement provided for amendment of the agreement by the written agreement of the parties.

County and City desire to make certain additional mutually agreed upon changes to the Agreement.

NOW, THEREFORE, in consideration of the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, the County and City agree to the changes in terms and conditions stated in this Amendment.

1.0 AGREEMENT TERM

- 1.01 <u>Term</u>. The Parties agree that the changes made in this Amendment apply to the Agreement Term commencing on May 1, 2011, and expiring on September 30, 2011.
- 1.02 Effective Date. The Parties agree that the effective date of this Amendment is July 11, 2011, as soon as this Amendment is executed by both Parties.

2.0 MAXIMUM FUNDS

2.01 <u>Maximum Funds - City</u>. The Parties agree to amend Section 4.02, "Maximum Funds - City," by providing for additional City funding toward services under the Agreement in an amount not to exceed Fifty-Six Thousand, Two Hundred Fifty Dollars (\$56,250.00).

3.0 ATTACHMENTS

- 3.01 Attachment A Work Statement. The Parties agree to amend Attachment A, "Work Statement," as necessary to reflect the following changes:
 - 3.01.1 County will hire additional liaisons as agreed to by City and County in order to manage the program and provide necessary support by coordinating between the employment sites, the youth and the WBL/SYEP. These additional liaisons will report directly to the WBL/SYEP Coordinator.
 - 3.01.2 increase in City stipend money in the amount of \$56,250.00 to hire an additional seventy-five (75) youth, for a new total of 825.
- 3.02 Attachment B Performance Standards. The Parties agree that the percentage requirements set forth in Attachment B, Performance Standards, will be applied to the new total number of youth of 825.
- 3.03 Attachment C Budget. The Parties agree to amend Attachment C, Budget, by adding \$56,250.00 to the City's stipend amount. County will provide an additional \$7,300.00 as in-kind services.

4.0 INCORPORATION

4.01 County and City hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and City hereby ratify all the terms and conditions of the Agreement, 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 with respect to the subject matter hereof.

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Printed N	ame:	DRT	dun	DRIMA
Date:	115/11			74-II

TRAVIS COUNTY



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Elizabeth Corey (854-9853); Marvin Brice

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve addition of funds (Modification No. 10) to Interlocal Agreement No. IL070037RE, Austin Travis County Mental Health and Mental Retardation Center, d/b/a Austin Travis County Integral Care.

- Purchasing Recommendation and Comments: Purchasing concurs
 with department and recommends approval of requested action. This
 procurement action meets the compliance requirements as outlined by
 the statutes.
- Through this agreement, Austin Travis County Mental Health and Mental Retardation Center, d/b/a Austin Travis County Integral Care (ATCIC), provides a variety of services, known as the System of Care, to children and their families who are 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. This contract also serves clients enrolled in the grant-funded Parenting in Recovery (PIR) project.
- Ø ATCIC acts as the managed services organization overseeing the provision of services. The use of services fluctuates each year based on the number of eligible children and families needing assistance and the level of complexity of the issues that need to be addressed.
- This Modification No. 10 increases the FY2011 contract funds from \$682,194 to \$867,329, an increase of \$185,135.
- Ø Modification No. 9 changed the amount remaining from the Milburn Trust grant FY'10 funds, from an estimated \$43,825 to the actual unspent amount of \$44,225. This amendment also included a "Buy Texas" provision. The Texas Department of Family and Protective Services reimburses the County for services provided through this contract to

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

- state clients; therefore, the County needs to include this provision regarding state funds in its contract with ATCIC.
- Ø Modification No. 8 reflected the name change of Austin Travis County Mental Health Mental Retardation Center to Austin Travis County Mental Health and Mental Retardation Center, d/b/a Austin Travis County Integral Care.
- Ø Modification No. 7 decreased the FY2010 contract funds from \$734,007 to \$681,794, a decrease of \$52,213. This modification also renewed the agreement for an additional twelve-month period, from October 1, 2010 through September 30, 2011.
- Ø Modification No. 6 added \$32,208 in General Fund money, and \$43,730 in PIR grant money to meet a projection made by the Office of Children's Services staff of the funding needed to continue services at the current level through September 30, 2010.
- Ø Modification No. 5 increased the FY2010 contract funds from \$461,682 to \$658,069, an increase of \$196,387 from the Travis County General Fund portion of the total contract funding.
- Ø Modification No. 4 increased the FY2009 contract funds from \$632,658 to \$702,658, an increase of \$70,000. The agreement was also renewed for an additional twelve-month period, from October 1, 2009 through September 30, 2010.
- Ø Modification No. 3 increased the FY2009 contract funds from \$400,564 to \$632,658, an increase of \$205,094.
- Ø Modification No. 2 increased the FY2008 contract funds from \$265,000 to \$654,324, an increase of \$389,324.
- Ø Modification No. 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.
- Contract Expenditures: Within the last eight months, \$429,001.24 has been spent against this contract/requirement.

⊘ Contract-Related Information:

Award Amount: \$85,000

Contract Type: Interlocal Agreement

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Contract Period: October 1, 2006 – September 30, 2007

O Contract Modification Information:

Modification Amount: \$867,329 Modification Type: Bilateral

Modification Period: October 1, 2010 - September 30, 2011

- **Ø** Solicitation-Related Information: Not Applicable
- **Ø** Special Contract Considerations: Not Applicable
- **Ø** Funding Information:
 - □ Purchase Requisition in H.T.E.: 538029, 538031

 - Comments:



TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE 502 E. Highland Mall Blvd. P. O. Box 1748 Austin, Texas 78767

Sherri E. Fleming County Executive for TCHHSVS (512) 854-4100 Fax (512) 279-1608

DATE:

August 12, 2011

TO:

Members of the Commissioners Court

FROM:

Sherri E. Fleming

County Executive for Travis County Health and Human Services

and Veterans Service

SUBJECT:

System of Care interlocal amendment

Proposed Motion:

Consider and take appropriate action to approve an amendment to the System of Care interlocal adding \$149,135 in General Fund money and \$36,000 in Parenting in Recovery grant funds for FY'11.

Summary and Staff Recommendations:

Travis County Health and Human Services and Veterans Service (TCHHSVS) uses an interlocal agreement with Austin Travis County Integral Care (ATCIC) 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. ATCIC acts as the managed services organization (MSO), overseeing the services provided through these collaborations. The contract also serves clients enrolled in the grant funded Parenting in Recovery (PIR) program.

This amendment adds \$149,135 in General Fund money and \$36,000 in PIR grant money to meet a projection by the Office of Children's Services staff of the funding needed to continue services at the current level through 9/30/11. The additional General Fund money is coming from an internal reallocation within TCHHSVS. The PIR money is unspent grant funds from FY'10.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

Travis County, the PIR grant, and the Milburn Trust provide funding for the System of Care contract. The contract started FY'11 with \$515,000 from the General Fund, \$122,969 in PIR funds, and \$44,225 from the Milburn Trust. This amendment brings the General Fund amount to \$664,135 and the PIR amount to \$158,969. This contract follows the fiscal year.

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.
- <u>2. Community Partners for Children (CPC)</u> 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, ATCIC, 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:

Andrea Colunga Bussey, 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
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing
Office

		MIDELE. ILLO7005	7RE – System of Care	Pa	ge 1 of 7 Pages
ISSUED BY:	700 Lavaca, Suite 800 TEI	RCHASING AGENT ASS L. NO: (512) 854-9853 X NO: (512) 854-9185	T: Elizabeth Corey	DATE PR	EPARED: August 18, 2011
ISSUED TO:		DIFICATION NO.:		The Contract of the Contract o	ED DATE OF ORIGINAL
Austin Travis 1430 Collier S	County MHMR			CONTRA	CI
Austin, Texas			10		October 1, 2006
ORIGINAL CONT	RACT TERM DATES: October 1, 200	6 - September 30, 2007	CURRENT CONTRACT TE	RM DATES: Octo	ber 1, 2010 – September 30, 20
	DUNTY INTERNAL USE ONLY:				
Original Contract A	mount: \$ 85,000	Ситеп	t Modified Amount \$ 867,329		
DESCRIPTION modified, remain	OF CHANGES: Except as provious unchanged and in full force and eff	ded herein, all terms, co	onditions, and provisions of t	he document refe	renced above as heretofore
The above-refer the attachment:	renced contract is hereby modif	ied to reflect the foll	owing changes, as well as	those more con	npletely set forth in
Funding t	for this contract is increase	d by \$185,135, as	s follows:		
		Original Amt.	Amendment Amount	New Total	
Count	ty General Funds	\$515,000	\$149,135	\$664,135	
Count	y General Funds	Ψ515,000	Ψ1 17,133	Ψ00-7,133	
	ting in Recovery Grant Fur	nds 122,969	36,000	158,969	
Parent					
Parent	ting in Recovery Grant Fur Irn Trust Funds	nds 122,969	36,000	158,969	
Parent Milbu TOTA The Contract is	ting in Recovery Grant Fur Irn Trust Funds	122,969 44,225 \$682,194	36,000 - 0 - \$185,135 this Modification, all of w	158,969 44,225 \$867,329 Which is hereby a	made a part of the i, as amended.
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Parent Milbu TOTA The Contract is Contract and contract	ting in Recovery Grant Funds AL: amended according to the terms institutes promised performances NAME:	122,969 44,225 \$682,194	36,000 - 0 - \$185,135 this Modification, all of w	158,969 44,225 \$867,329 Which is hereby in	□ DBA □ CORPORATION □ OTHER
Parent Milbu TOTA The Contract is Contract and contract	ting in Recovery Grant Funds AL: amended according to the terms institutes promised performances NAME: E ME AUTHORIZED AGENT	122,969 44,225 \$682,194	36,000 - 0 - \$185,135 this Modification, all of w	158,969 44,225 \$867,329 Which is hereby in	□ DBA □ CORPORATION □ OTHER
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Parent Milbu TOTA The Contract is Contract and contract	ting in Recovery Grant Funds AL: amended according to the terms institutes promised performances NAME: E ME AUTHORIZED AGENT	ands 122,969 44,225 \$682,194 So of the attachment to be by the Contractor in	36,000 - 0 - \$185,135 this Modification, all of w	158,969 44,225 \$867,329 Which is hereby in	as amended. DBA CORPORATION OTHER DATE:
Parent Milbu TOTA The Contract is Contract and contract	ting in Recovery Grant Funds AL: amended according to the terms institutes promised performances NAME: E AUTHORIZED AGENT TEXAS S, C.P.M., TRAVIS COUNTY PURCH	ands 122,969 44,225 \$682,194 So of the attachment to be by the Contractor in	36,000 - 0 - \$185,135 this Modification, all of w	158,969 44,225 \$867,329 Which is hereby in	as amended. DBA CORPORATION OTHER DATE:
Parent Milbu TOTA The Contract is Contract and contract	ting in Recovery Grant Funds AL: amended according to the terms institutes promised performances NAME: E AUTHORIZED AGENT TEXAS S, C.P.M., TRAVIS COUNTY PURCH	ands 122,969 44,225 \$682,194 So of the attachment to be by the Contractor in	36,000 - 0 - \$185,135 this Modification, all of w	158,969 44,225 \$867,329 Which is hereby in	as amended. DBA CORPORATION OTHER DATE:

AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT BETWEEN TRAVIS COUNTY AND AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER DOING BUSINESS AS AUSTIN TRAVIS COUNTY INTEGRAL CARE FOR MANAGED SERVICES RELATED TO THE SYSTEM OF CARE

This Amendment ("Amendment") of Interlocal Cooperation 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 and Mental Retardation Center, d.b.a. Austin Travis County Integral Care ("Center"), the Mental Health and Mental Retardation Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

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, 2011 ("2011 Renewal Term"); and

County and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement applicable to the 2011 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 <u>INTERLOCAL TERMS</u>.

1.1 2011 Renewal Term. The Parties acknowledge and agree that the Agreement, by its terms, automatically renewed for an additional term beginning October 1, 2010, and terminating September 30, 2011 ("2011 Renewal Term"), and agree to make certain changes applicable to that 2011 Renewal Term in this Amendment.

2.0 MAXIMUM AMOUNTS.

2.1 2011 Renewal Term Maximum Amounts. The Parties agree to amend the maximum amounts applicable to the 2011 Renewal Term (Section 13.1.1) and the 2011 Grant Renewal Term, as applicable, to reflect amounts not to exceed the following:

SOURCE OF FUNDS	ORIGINAL AMOUNT	AMENDMENT AMOUNT	NEW TOTAL
County General Funds*			TOTAL
October 1, 2010 - September 30, 2011	\$ 515,000	\$149,135	\$664,135
Parenting In Recovery FY'11 Grant Funds			
September 30, 2010 - September 29, 2011	122,969	36,000	158,969
Milburn Trust Funds			
October 1, 2010 - September 30, 2011	44,225	-0-	44,225
TOTAL:	\$ 682,194	185,135	867,329

(*All or any portion of the County General Funds may also be spent on the Parenting in Recovery Program)

2.2 Direct Services Amounts. Of the amounts set forth in Section 2.1 of this Amendment, the following limits apply to direct services and the MSO fee:

2.2.1	County General Funds	Direct Services \$615,265	MSO Fee \$48,870
2.2.2	Parenting in Recovery Grant Funds	\$151,399	\$ 7,570

3.0 ENTIRE AGREEMENT

- 3.1 <u>2011 Attachments</u>. Budget revisions under this Amendment are reflected in the amended Attachment C-2011 General Fund and Amended Attachment C.1-2011, Parenting in Recovery Grant, included in this Amendment as Exhibit 1 and hereby made a part of the Agreement, as amended, constituting promised performances by Center in accordance with all terms of the Agreement.
- 3.2 <u>Previous Attachments</u>. The Parties agree that previous attachments, in whole or in part, not specifically changed by this Amendment will remain in full force and effect.

4.0 <u>CENTER PERFORMANCE</u>

4.1 Grant Terms. The Parties agree that all terms and conditions relevant to Grant requirements as included in the Agreement by this Amendment or by previous Agreement/Amendment terms not specifically changed by this Amendment remain in full force and effect.

5.0 FINANCIAL PROVISIONS

5.1 <u>2011 Renewal Term Amended Maximum Funds</u>. The Parties agree to amend Section 13.1.1, "Maximum Amount," by adding the following as to 2011 Renewal Term not-to-exceed amounts:

13.1.1 - 2011 Amended Renewal Term Maximum Funds. Subject to the terms and conditions of this Agreement, as amended (see Section 2.1 above) the Parties agree to Maximum Funds as to the 2011 Renewal Term in the following amounts:

County General Funds	\$ 664,135.00
Parenting In Recovery FY'11 Grant Funds	158,969.00
Milburn Grant Funds	44,225.00
TOTAL:	\$ 867,329.00

IL070037RE Modification No. 10 Page 4 of 7

6.0 <u>INCORPORATION</u>

6.1 County and Center hereby incorporate the Agreement, as amended, into this Amendment. Except for the changes made in this Amendment, 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 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 is effective August 1, 2011, 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.

IL070037RE Modification No. 10 Page 5 of 7

EXHIBIT 1 AMENDED BUDGET ATTACHMENTS

IL070037RE Modification No. 10 Page 6 of 7

ATTACHMENT C FY'11 Budget System of Care MSO PROGRAM BUDGET DETAIL - GENERAL FUND REVISED

Agency: Austin-Travis County Mental Health and Mental Retardation Center d.b.a. Austin-Travis County Integral Care

PERSONNEL	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budge (ALL funding sources)
Salaries (insert total from attached worksheet)				\$0.00
FICA: rate x salaries			Parallelini Tollini	0.00
Retirement	green and the			0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries			Link Links 4	0.00
Other Benefits (specify)		· 有型。		0.00
				0.00
				0.00
A. TOTAL PERSONNEL	\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENSES		/ 二代を用いてはない。 単元の表現の表現を表現を表現を表現を表現を表現を表現を表現を表現を表現を表現を表現を表現を表		
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	Water State of The Market			0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting	Property of the second			0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships		g Yawr a le Wygair		0.00
Conferences/Seminars			Barton Maria	0.00
Insurance/Bonding				0.00
Other (specify)			March a street	0.00
	SEAS THE TOP OF THE			0.00
	TT T			0.00
B. TOTAL OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT ASSISTANCE				
Orugs/Medicine		A A Late of the second		0.00
Food/Beverage				0.00
Specific Assistance to Individuals		615,265.00		615,265.00
Other: MSO FEE (.0794292 of Specific Assistance		48,870.00		48,870.00
o Individuals)				0.00
C. TOTAL DIRECT ASSISTANCE	\$0.00	\$664,135.00	\$0.00	\$664,135.00
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	\$664,135.00	\$0.00	\$664,135.00

Note: Grand Total does not include program income

IL070037RE Modification No. 10 Page 7 of 7

ATTACHMENT C.1 FY'11 Budget System of Care MSO PROGRAM BUDGET DETAIL - PARENTING IN RECOVERY REVISED

Agency: Austin Travis County Mental Health and Mental Retardation

Programs: Children's Partnership, Community Partr PERSONNEL	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	
Salaries (insert total from attached worksheet)		W. Committee		\$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		A LEGIC		0.00
Unemployment: rate x salaries	AND AND LONG			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)		en andreas		0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
nsurance/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			0.81	0.00
Food/Beverage				0.00
Specific Assistance to Individuals		151,399.00		151,399.00
Other: MSO FEE (.0500029 of Specific Assistance		7,570.00		7,570.00
o Individuals)				0.00
C. TOTAL DIRECT ASSISTANCE	\$0.00	\$158,969.00	\$0.00	\$158,969.00
QUIPMENT/CAPITAL OUTLAY				
Specify)				0.00
				0.00
	Ending they also		I de davido	0.00
. TOTAL EQUIPMENT/CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00
RAND TOTAL (A + B + C + D)	\$0.00	\$158,969.00	\$0.00	\$158,969.00

Note: Grand Total does not include program income



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Elizabeth Corey (854-9853); Marvin Brice

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement with Texas Department of Assistive and Rehabilitative Services for Communication Services for State Agencies.

- Ø Purchasing Recommendation and Comments: Purchasing concurs
 with department and recommends approval of requested action. This
 procurement action meets the compliance requirements as outlined by
 the statutes.
- Ø Through this agreement, Travis County Services for the Deaf and Hard of Hearing provides interpreter services for clients of state agencies, including: Texas Workforce Commission, Texas Department of Family and Protective Services, Attorney General, Health and Human Services Commission, and the Texas Department of State Health Services.
- Ø An estimated \$40,000 will be provided in revenue during the contract period.
- **Omega Contract Expenditures:** Not Applicable
- **⊘** Contract-Related Information:

Award Amount: \$40,000 - revenue-generating

Contract Type: Interlocal Agreement

Contract Period: September 1, 2011 – August 31, 2013

- **Output** Contract Modification Information: Not Applicable
- **∅** Solicitation-Related Information: Not Applicable
- **∅** Special Contract Considerations: Not Applicable

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Ø Funding Information: Not Applicable − revenue-generating



TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE 502 E. Highland Mall Blvd. P. O. Box 1748 Austin, Texas 78767

Sherri E. Fleming **County Executive** for TCHHSVS (512) 854-4100 Fax (512) 279-1608

DATE: August 17, 2011

TO: Members of the Commissioners Court

FROM:

Sherri E. Fleming

County Executive for Travis County Health and Human Services

and Veterans Service

SUBJECT: Texas Department of Assistive and Rehabilitative Services

Communication Services for State Agencies revenue contract

Proposed Motion:

Consider and take appropriate action to approve the FY'12 Communication Services for State Agencies revenue contract with the Texas Department of Assistive and Rehabilitative Services.

Summary and Staff Recommendations:

Under this contract, Travis County Services for the Deaf and Hard of Hearing (TCSDHH) provides interpreter services for clients served by the following state agencies: Texas Workforce Commission, Texas Department of Family and Protective Services, Attorney General, Health and Human Services Commission, and the Texas Department of State Health Services.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

TCSDHH estimates this contract will provide \$40,000 in revenue during FY'12. The contract runs from 9/1/11 - 8/31/13.

Issues and Opportunities:

This contract continues a stable funding relationship between Travis County and the Department of Assistive and Rehabilitative Services.

Background:

This contract has been in place for several years.

Cc:

Deborah Britton, Division Director, Community Services, TCHHSVS Stacy Landry, Program Manager, TCSDHH 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

Diana Ramirez, Analyst, Planning and Budget Office Cyd Grimes, C.P.M., Travis County Purchasing Agent

Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing

Office

Page 1 of 16

17460001922008

14 Digit Payee I.D. Number

5382001344 Contract Number

IL110250EC



Communication Services for State Agencies Contract Consumer Services

THE DEPARTMENT OF ASSISTIVE AND REHABILITATIVE SERVICES, OFFICE FOR DEAF AND HARD OF HEARING SERVICES,

I. Parties

This contract is entered into by the Department of Assistive and Rehabilitative Services, Office for Deaf and Hard of Hearing Services hereinafter referred to as "DHHS" and

Legal Name of Contractor:

Travis County through

Travis County Services for the Deaf and Hard of Hearing

Mailing Address:

2201 Post Road, Room 100

Street Address (if different):

City and Zip:

Austin, Texas 78704

Telephone: FAX number:

512-854-4933 512-854-9289

Contact Person

Stacy Landry

Email:

Stacy.Landry@co.travis.tx.us

Hereinafter referred to as the "contractor":

It is the expressed intention of the parties to this contract that the vendor named as the contractor, is an independent contractor and not an employee of DHHS.

II. PURPOSE

The purpose of this contract is to enroll qualified providers of sign language interpreting services and CART services to provide communication access services to state agencies contracting with DARS.

III. CONTRACT PERIOD

This contract is effective the latter of September 1, 2011 or on the signature of both parties, through August 31, 2013.

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5382001344
Contract Number

IL110250EC

IV. RENEWAL

If the procurement action leading to this contract allows non-competitive renewal, such renewal will be based upon DARS' determination that the contractor is in compliance with all terms of the contract, DARS' continuing need for the services, and available funding.

This contract may be renewed upon written mutual agreement under the same terms and conditions for three (3) additional one (1) year renewal periods.

V. LEGAL AUTHORITY

This contract is awarded in accordance with Texas Government Code, Title 10, Chapter 2155.144 and Texas Administrative Code, Title 1, Part 15, Chapter 391.

VI. DEFINITIONS AND GUIDELINES

Contractors shall provide interpreter services in compliance with the definitions and guidelines established for DHHS Communication Access Maximum Rates and Guidelines.

The DHHS Communication Access Maximum Rates and Guidelines will be made available on the internet at http://www.dars.state.tx.us/dhhs/providers/casrates.shtml. Revisions to the rates and guidelines are made periodically. Notice of upcoming changes will be published on the website at least 30 days in advance of the effective date of the changes. A revision log noting all revisions since the DHHS Communication Access Maximum Rates and Guidelines went online is available on the website. Each contractor is responsible for maintaining compliance with the most recent DHHS Communication Access Maximum Rates and Guidelines.

The website is the DHHS preferred method of providing access to the DHHS Communication Access Maximum Rates and Guidelines and any revisions. Contractors who require printed copies of revisions must make that request in writing to:

Office for Deaf and Hard of Hearing Services 4900 N. Lamar Blvd., Suite 2169 Austin, Texas 78751

VII. SCOPE OF WORK

Contractor shall comply with the following provisions:

- A. Wait a full half-hour before noting a no-show and leaving the assignment location.
- **B.** Provide interpreter services to state agencies contracted with DARS-DHHS for services as listed in Section VIII.
- C. Request funds by month by state agency in advance and receive approval of funds by DHHS before services are provided. Funds shall be requested using the online DHHS Contract Reporting application. Contractor must have internet

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5382001344
Contract Number

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access (link, user identification and password will be provided to contractor). Funds requested in less than 1 month in advance are not guaranteed to be approved prior to service need.

VIII. State Agencies Contracting with DARS-DHHS

Contractor will provide services to the following state agencies and shall comply with the following requirements for each state agency served.

- 1. Communication Services for the Texas Workforce Commission (TWC)
 - 1.1 Contractor shall provide communication access services to facilitate communication between TWC Consumers to staff.
 - 1.2 Contractor shall provide certified interpreters for all assignments.
- 2. Communication Services for the Department of State Health Services-Substance Abuse (DSHS-SA)
 - 2.1 Contractor shall provide communication access services to <u>DSHS-funded</u> substance abuse providers.
 - Note: Peer support group meetings shall not be reimbursed under this contract (i.e. Alcoholics Anonymous and Narcotics Anonymous unless required in an aftercare plan).
 - 2.2 Contractor shall provide certified interpreters for all assignments.
 - 2.3 Contractor shall provide a DSHS-SA-approved communication access service request form for services billed along with the monthly invoice. If a DSHS-SA-approved form is not provided, contractor will not be reimbursed for services.
- 3. Communication Services for the Department of State Health Services-Health Services (DSHS-WIC).
 - 3.1 Contractor shall provide communication access services for eligible applicants of DSHS' Special Supplemental Nutrition Program for Women, Infant, and Children (WIC), at the request of DSHS' WIC Program.
 - 3.2 Contractor shall provide certified interpreters for all assignments.
 - 3.3 Contractor shall provide the following along with the monthly invoice for services provided:
 - Name of Clinic served
 - · Parent/Guardian name and date of birth; and

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Participant name and date of birth.

4. Communication Services for the Office of the Attorney General (OAG)

- 4.1 Contractor shall provide communication access services to employees and consumers of OAG.
- 4.2 Contractor shall provide certified interpreters for all assignments
- 4.3 Contractor shall notify the OAG Child Support contact that has requested services of any cancellation by Contractor no later than twenty-four hours (24) prior to the scheduled services
- 4.4 Contractor's certified interpreters shall, for assignments that may involve tax information, participate in all training administered by the OAG and execute all statements and certifications provided to them by the OAG which are related to compliance with the United States Internal Revenue Service Requirements for Safeguarding of Federal Tax Information, Including Federal Tax Returns and Return Information in accordance with IRS Publication 1075 (Rev. 12-2007). All such training and completion of statements and certifications shall be included as part of the assignment request and billable in compliance with the DARS-DHHS Communication Access Maximum Rates and Guidelines hourly fee.

5. Communication Services for Health and Human Services Commission (HHSC)

- 5.1 Contractor shall provide services to communication access services to employees and consumers of HHSC.
- 5.2 Contractor shall provide certified interpreters for all assignments unless certification is waived in writing by an HHSC staff person. Contractor shall have on file for all non-certified interpreters providing services a signed confidentiality and professional conduct statement (see Attachment A) for each non-certified interpreter. Non-certified interpreters shall adhere to the requirements within the confidentiality and professional conduct statement.
- 5.3 Contractor shall provide a HHSC-approved communication access service request form for services billed along with the monthly invoice. If a HHSC-approved form is not provided, contractor will not be reimbursed for services. HHSC services request may be initiated via telephone, fax or email.
- 5.4 Services may be requested by HHSC or by HHSC designee.

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- 5.5 Contractor shall respond to HHSC requestor via telephone, fax or email at least 72 hours prior to the requested start time of the assignment to confirm that service has been scheduled.
- 5.6 HHSC assignments less than one hundred (100) miles or more one way are preapproved by HHSC for appropriate out-of-area travel costs. Contractor shall request prior approval from HHSC contract manager for assignments one hundred (100) miles or more one way.
- 5.7 HHSC assignments are required to be validated by an HHSC staff person at the time services are provided. Contractor shall have an HHSC staff person validate services using the contractors' validation form or validate services via the HHSC request form. Validation document shall include assignment location, consumer name, interpreter name, assignment date, assignment actual start time and end time, HHSC staff person's signature and printed name, and indicate if the consumer was a "no-show".

6. Communication Services for Department of Family and Protective Services (DFPS)

- 6.1 Contractor shall provide communication access services to employees and consumers of DFPS
- 6.2 Contractor shall provide certified interpreters for all assignments unless certification is waived in writing by a DFPS staff person. Contractor shall have on file for all non-certified interpreters providing services a signed confidentiality and professional conduct statement (see Attachment A) for each non-certified interpreter. Non-certified interpreters shall adhere to the requirements within the confidentiality and professional conduct statement.
- 6.3 Services may be requested by DFPS or by DFPS designee.
- 6.4 Contractor shall log interpreter assignment time
- 6.5 Contractor shall ensure that any individual providing services under this agreement, shall: (1) not be left alone with any DFPS consumers; and, (2) ensure that an adult who has gone through and is current with the full DFPS background check process (such as the child's DFPS caseworker, CASA representative, foster parent or other such pre-screened person) be physically present in the immediate area at all times such individual is providing services to or otherwise has contact or access to the DFPS consumer.
- 6.6 Contractor shall prevent or promptly remove any employee, subcontractor, volunteer, or other individual from direct DFPS consumer contact and/or from access to DFPS consumer records who is alleged to have committed acts of abuse, neglect

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or exploitation of children, the elderly or persons with disabilities; or an offense under the Texas Penal Code against the person; against the family; against public order or decency; against public health, safety or morals; against property or an offense under Chapter 481 of the Texas Health and Safety Code (Texas Controlled Substances Act); or similar offenses under the laws of the federal government, other states, or other jurisdictions; or any act or offense that can reasonably be associated with potential risk of harm or loss to the DFPS and/or its consumers based on the job duties or contractual role(s) of the person in question at any time during the contract period.

- 6.7 Contractor shall ensure the confidentiality of records and other information relating to consumers according to applicable federal and state law, rules and regulations.
- 6.8 Contractor shall for each employee, volunteer, or subcontractor, allow DFPS the right: (1) to remove or restrict any such person from providing any services under this Contract, and (2) to request the provision of services from any such person. This right will be exercised in a reasonable manner by DFPS.

IX. PAYMENT RATES

- A. Contractor shall Submit an invoice to DARS that includes the following information:
 - Contractor's Name,
 - State of Texas Vendor number or federal tax Identification number,
 - Remit-to address,
 - Contractor's Telephone number,
 - Invoice number,
 - DARS Contract Number,
 - Interpreter Name and Certificate level(s) for each individual assignment,
 - State agency name of requestor,
 - Location(s) per assignment,
 - Extensions of charges (including hourly rate),
 - Invoice total,
 - Date(s) and time(s) of assignment per interpreter (in 15 minute increments)

Invoices shall be submitted to the DHHS, PO Box 12904, Austin, Texas 78711.

B. DARS will make payment on a properly prepared and submitted invoice, in accordance with the Prompt Payment Act, Texas Government Code §2251. Invoices are to be submitted on a monthly basis in compliance with the following procedure:

The invoice shall comply with all applicable state requirements or may be rejected for payment until contractor provides conforming invoices. The invoice shall meet contract requirements, shall be supported by other documentation submitted and shall be subject to DARS approval. All services shall be performed to DARS satisfaction, and

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DARS shall not be liable for any payment pursuant to the resulting contract for services which are unsatisfactory and which have not been approved by DARS.

DHHS hereby agrees to:

- 1. pay for communication access services at an hourly rate that shall conform to and shall not exceed the established rates set by DARS, see http://www.dars.state.tx.us/services/agencyservices.shtml HHSC for Region and Level; and
- 2. contact the contractor and provide notice of upcoming changes to be published on the website at least 35 days in advance of the effective date of any change. (Revisions to the Interpreting Rate Schedule are typically made at the beginning of each fiscal year.)
- C. Program and financial information must be submitted to DHHS by the 10th of the following month for each month of the contract period and must contain the established reporting information.

X. STANDARD TERMS AND CONDITIONS

- 1) This contract is subject to the availability of state and/or federal funds. If funds are not available or if available funding is reduced, DARS will provide the Contractor with written notice of termination in accordance with provisions of this contract, payment suspension, or funding reduction. Contractor will have no right of action against the State of Texas or DARS in the event that DARS is unable to fulfill its obligations under this contract as a result of lack of sufficient funding.
- 2) This contract represents the entire agreement of the parties. Any changes, deletions, extensions or amendments to this contract shall be in writing and signed by both parties.
- 3) The Contractor will immediately notify DARS if at any time the Contractor is not in compliance with the provisions of this contract. A false statement regarding the Contractor's compliance with the terms of this contract may be treated as a material breach of this contract and may be grounds for DARS to terminate the contract.
- 4) The Contractor will notify DARS in writing at least 60 calendar days before the intended effective date of any change in legal entity status, such as ownership or control, name change, legal status with the Texas Secretary of State, or State Comptroller's Texas Identification Number. The Contractor must not assign its DARS contract in whole or in part, or any right or duty required under the contract without prior written approval from DARS. Unless otherwise approved in writing by DARS, assignment will not release the Contractor who is the assignor from its contractual

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obligations.

- 5) The Contractor accepts liability and retains responsibility for the performance of any of its personnel and subcontractors providing services under the terms of this contract.
- 6) The Contractor accepts responsibility for compensating any party with whom the Contractor enters into a subcontract to provide services under the terms of this contract.
- 7) The Contractor, Contractor's employees, subcontractors under this contract and their employees are not employees of DARS, are not eligible for DARS employee benefits and will not represent themselves as DARS employees.
- 8) The Contractor's records related to this contract are subject to the requirements of Texas Government Code Chapter 552, Public Information (the Public Information Act).
- 9) The Contractor will comply with all applicable state and federal laws, rules and regulations governing provision of services under this contract and state policies and procedures issued by DARS, including but not limited to requirements specifically stated in this contract.
- 10) The Contractor will comply with all applicable state and federal laws, rules, regulations and policies regarding conflicts of interest under this contract. The Contractor warrants that it has no interest and will acquire no direct or indirect interest that would conflict in any manner with its performance under this contract.
- 11) If the procurement action leading to this contract allows non-competitive renewal, such renewal will be based upon DARS' determination that the Contractor is in compliance with all terms of the contract, DARS' continuing need for the services, and available funding.
- 12) The Contractor and any of its subcontractors associated with this contract will establish and maintain a method to secure the confidentiality of all consumer information and records in accordance with applicable federal and state laws, rules, and regulations and DARS policies and procedures. This provision does not limit DARS right of access to consumer case records or other information relating to consumers served under this contract.
- 13) The Contractor and any of its subcontractors associated with this contract will retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this contract for which a claim or report was submitted to DARS. The records and documents must be kept for three years after the date of submission of the final billing or until all billing questions are resolved, whichever is later.
- 14) Acceptance of funds under this contract acts as acceptance of the authority of

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DARS, the State Auditor's Office (SAO), federal funding agency or any successor agency, to conduct an audit or investigation of the Contractor or any subcontractors in connection with those funds during the term of the contract and thereafter, as provided by law. Upon request, the Contractor and any of its subcontractors associated with this contract will provide DARS, the State Auditor's Office, federal funding agency, their successor agencies, or any of their duly authorized representatives access to any books, documents, papers and records which are directly pertinent to this contract for the purpose of conducting audits, examinations, investigations, matching funds validations, or making excerpts and transcriptions. The Contractor and subcontractors associated with this contract will cooperate fully with the above parties in the conduct of an audit, examination, investigation, funds validation, or the making of excerpts and transcriptions. The Contractor will ensure this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor, the requirement to make books, records, documents and papers, and the requirement to cooperate is included in any subcontract it awards.

- 15) The Contractor and any subcontractors associated with this contract agree to permit on-site monitoring visits, as deemed necessary by DARS to review all financial or other records and management control systems relevant to the provision of goods and services under this contract. The Contractor will include this requirement in any subcontract associated with this agreement.
- 16) The Contractor and any of its subcontractors associated with this agreement will remedy in a timely manner, any weaknesses, deficiencies or program noncompliance found as a result of a review, audit or investigation, and performance or fiscal exceptions found by DARS, the State Auditor's Office, federal funding agency, their successor agencies, or any of their duly authorized representatives. Such remedy can include refund of disallowed costs or billed amounts or any other appropriate sanctions or penalties deemed necessary by DARS.

17)

- (a) Contractor agrees to comply with state and federal antidiscrimination laws, including without limitation:
- (1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (3) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- (4) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- (5) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- (6) Food Stamp Act of 1977 (7 U.S.C. §200 et seq.); and

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(7) DARS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service, or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

- (b) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- (c) Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- (d) Upon request, Contractor will provide Health and Human Services Commission (HHSC) Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.
- (e) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than 10 calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office 701 W. 51st Street, Mail Code W206 Austin, Texas 78751

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Phone Toll Free: 1-888-388-6332

Phone: (512) 438-4313

TTY Toll Free: 1-877-432-7232

Fax: (512) 438-5885

- 18) The Contractor will comply with Texas Health and Safety Code Sections 85.113 and 85.115, relating to workplace and confidentiality guidelines regarding AIDS and HIV-related medical information.
- 19) The Contractor will comply with the requirements of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324a, et seq.) regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this contract.
- 20) If the Contractor is indebted to or owes delinquent taxes to the state, pursuant to §403.0551 of the Government Code, any payments owed to the Contractor under this contract will be applied toward elimination of the Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.
- 21) If this is a contract for goods or services that equals or exceeds \$25,000 or a grant or a subgrant in any amount, then the Contractor/grantee agrees as follows:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts

- Neither the Contractor 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 or by the State of Texas.
- 2. The Contractor will include this certification titled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts*, without modification, in all covered subcontracts and solicitations for all covered subcontracts.
- 3. The Contractor will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DARS or other federal department or agency, as applicable.
- 4. A Contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the contractor knows that the certification is erroneous. A Contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

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- 5. 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 certification document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 6. Except for contracts authorized under paragraph 3 of these terms, if a Contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, DARS may pursue available remedies, including suspension and/or debarment.
- 7. The Contractor will provide immediate written notice to DARS if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 8. Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this contract.
- 22) If this contract (including all subgrants or subcontracts) equals or exceeds \$100,000 the Contractor/grantee agrees as follows:

Certification Regarding Lobbying (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 23) Under Government Code, Sections 2155.006 and 2261.053, as applicable, the vendor or Contractor certifies that the individual or business entity named in this bid or contract is eligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 24) DARS and the federal awarding agency reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or State of Texas government purposes: 1. the copyright in any work developed under this contract, and 2. any rights of copyright to which the Contractor purchases ownership with contract support.
- 25) The Contractor represents and warrants that it will buy Texas products and materials for use in providing the goods or services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.
- 26) DARS may grant relief from performance of the contract if the contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Contractor. The burden of proof for the need of such relief shall rest upon the Contractor. To obtain release based on force majeure, the Contractor shall file a written request with DARS.
- 27) Disputes and claims for breach of contract under this contract will be resolved under laws of the State of Texas, the Texas Government Code Chapter 2260 and DARS rules, policies, and procedures.
- 28) If any part of this contract is held unenforceable, the rest of the contract will remain in full force and effect.
- 29) Failure to enforce any provision of the contract does not constitute a waiver of that provision, or any other provision, of the contract.
- 30) If the Contractor fails to perform in accordance with the provisions of this contract, DARS may upon written notice to the Contractor, take adverse action against the Contractor, up to and including terminating the contract in whole or in part. If notice of termination is given, all work by Contractor shall cease on the effective date of the termination, and DARS will not pay for work performed following that date. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract. Adverse action, including

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termination, may result from, but is not limited to:

- 1. violation of the terms of this contract;
- 2. any evidence of abuse, neglect, or exploitation of consumers receiving services from the Contractor as substantiated by an investigation conducted by the Contractor, an external regulatory agency, or DARS;
- 3. any time DARS has reason to believe that the health or safety of DARS consumers is compromised;
- 4. any change in ownership or change in control that DARS believes would adversely affect the delivery of services;
- 5. any real or apparent conflict of interest;
- 6. any violation of state or federal law.
- 31) This contract may be terminated by mutual consent or by either party with 30 calendar days written notice.
- 32) Contractor will comply with Chapter 48, Human Resources Code, regarding reporting of abuse, exploitation or neglect of elderly or disabled persons.
- 33) The terms of this contract are accepted by the parties of the contract. Persons signing the contract are authorized to obligate the parties to the terms of the contract.

XI. ASSIGNMENT

The contractor shall not assign or subcontract the whole or any part of the contract without DARS' prior written consent.

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XII. SIGNATURES

The terms of this contract are accepted by the parties of the contract. Persons signing the contract are authorized to obligate the parties to the terms of the contract.

DARS REPRESENTATIVE	Travis County through (CSSA)
	Travis County Services for the Deaf
	And Hard of Hearing
	BY:
David W. Myers	Signature
Director DHHS	
	Samuel T. Biscoe
Printed Name	Printed Name
	County Judge
Title	Title
Date	Date

DARS, Office for Deaf and Hard of Hearing Services Communication Services for State Agencies Confidentiality and Professional Conduct Statement I, Samuel T. Biscoe, Travis County Judge, Conduct of the National Association of the Deaf (NAD) and the Registry of Interpreters Deaf, Inc. (RID) for all assignments in which I provide services under a contract with Office for Deaf and Hard of Hearing Services (DHHS). I understand that willful violation NAD-RID Code of Professional Conduct is grounds for no longer receiving assignment providing services under a DARS-DHHS contract. Copies of the NAD-RID Code of Professional Conduct may be obtained from the NAssociation of the Deaf, from the Registry of Interpreters for the Deaf, Inc. an	5382001344		17460001922008
Attace DARS, Office for Deaf and Hard of Hearing Services Communication Services for State Agencies	Contract Number		14 Digit Payee I.D. Number
Confidentiality and Professional Conduct Statement I, Samuel T. Biscoe, Travis County Judge, shall adhere to the Code of Profe Conduct of the National Association of the Deaf (NAD) and the Registry of Interpreters Deaf, Inc. (RID) for all assignments in which I provide services under a contract with Office for Deaf and Hard of Hearing Services (DHHS). I understand that willful violation NAD-RID Code of Professional Conduct is grounds for no longer receiving assignment providing services under a DARS-DHHS contract. Copies of the NAD-RID Code of Professional Conduct may be obtained from the NAssociation of the Deaf, from the Registry of Interpreters for the Deaf, Inc. an	IL110250EC Attachment A		
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Association of the Deaf, from the Registry of Interpreters for the Deaf, Inc. an	e Registry of Interpreters for the es under a contract with DARS estand that willful violation of the	f the Deaf (NAD) an which I provide services (DHHS). In act is grounds for ne	onduct of the National Association of eaf, Inc. (RID) for all assignments in ffice for Deaf and Hard of Hearing Se AD-RID Code of Professional Conduc
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Signature Date			onature



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Elizabeth Corey (854-9853); Marvin Brice

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement with Texas Department of Assistive and Rehabilitative Services for Interpreter Services.

- Ø Purchasing Recommendation and Comments: Purchasing concurs
 with department and recommends approval of requested action. This
 procurement action meets the compliance requirements as outlined by
 the statutes.
- Ø Through this agreement, Travis County Services for the Deaf and Hard of Hearing provides interpreter services for individuals who are attending either a 12-step program due to addiction, or a defensive driving class. Services are also provided to deaf and hard of hearing individuals as a last resort service. Last resort services include situations where an interpreter is needed, but not covered by the Americans with Disabilities Act.
- Ø An estimate of \$15,000 will be provided in revenue during the contract period.
- ∅ Contract Expenditures: Not Applicable
- **O** Contract-Related Information:

Award Amount: \$15,000 - revenue-generating

Contract Type: Interlocal Agreement

Contract Period: September 1, 2011 – August 31, 2013

- **Ø Contract Modification Information:** Not Applicable
- Ø Solicitation-Related Information: Not Applicable

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

- Ø Special Contract Considerations: Not Applicable
- Ø Funding Information: Not Applicable revenue-generating



TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE 502 E. Highland Mall Blvd. P. O. Box 1748 Austin, Texas 78767

Sherri E. Fleming County Executive for TCHHSVS (512) 854-4100 Fax (512) 279-1608

DATE:

August 16, 2011

TO:

Members of the Commissioners Court

FROM:

Sherri E. Fleming

County Executive for Travis County Health and Human Services

and Veterans Service

SUBJECT:

Texas Department of Assistive and Rehabilitative Services Last

Resort Services revenue contract

Proposed Motion:

Consider and take appropriate action to approve the FY'12 Last Resort Services revenue contract with the Texas Department of Assistive and Rehabilitative Services.

Summary and Staff Recommendations:

Under this contract, Travis County Services for the Deaf and Hard of Hearing (TCSDHH) provides interpreting for deaf individuals in two priority populations:

Priority 1 – individuals who are deaf or hard of hearing attending either a 12-step program due to addiction or a defensive driving class; and

Priority 2 – provision of interpreter services to individuals who are deaf or hard of hearing as provider of last resort.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:

TCSDHH estimates this contract will provide \$15,000 in revenue during FY'12. The contract runs from 9/1/11 – 8/31/13.

Issues and Opportunities:

This contract continues a stable funding relationship between Travis County and the Department of Assistive and Rehabilitative Services.

Background:

TCSDHH has been providing this service to the state for almost thirty years.

Cc:

Deborah Britton, Division Director, Community Services, TCHHSVS

Stacy Landry, Program Manager, TCSDHH

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

Diana Ramirez, Analyst, Planning and Budget Office Cyd Grimes, C.P.M., Travis County Purchasing Agent

Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing

Office

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5382001372

Contract Number

IL110251EC



Consumer Services Contract Last Resort Services

I. PARTIES

This contract is entered into by the Department of Assistive and Rehabilitative Services, Office for Deaf and Hard of Hearing Services hereinafter referred to as "DHHS" and

Legal Name of Contractor: Travis County through

Travis County Services for the Deaf and Hard of

Hearing

Mailing Address:

2201 Post Road, Room 100

Street Address (if different):

City and Zip:

Austin, Texas 78704

Telephone: 512-854-4933
FAX number: 512-854-9289
Contact Person Stacy Landry

Email:

Stacy.Landry@co.travis.tx.us

hereafter referred to as the "Contractor".

II. LEGAL AUTHORITY AND PURPOSE

The Legal authority for DHHS to enter into this contract is Texas Human Resources Code, Section 81.006. The Department of Assistive and Rehabilitative Services is the state agency responsible for administering a statewide program of services to the deaf and hard of hearing, as described in the Texas Human Resources Code, Section 81.006.

The purpose of this contract is to enroll qualified providers of sign language interpreting and CART services to facilitate communication access for consumers.

III. CONTRACT PERIOD

This contract is effective the latter of September 1, 2011 or on the signature of both parties, through August 31, 2013.

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IV. RENEWAL

If the procurement action leading to this contract allows non-competitive renewal, such renewal will be based upon DARS' determination that the Contractor is in compliance with all terms of the contract, DARS' continuing need for the services, and available funding.

This contract may be renewed upon written mutual agreement under the same terms and conditions for three (3) additional one (1) year renewal periods.

V. DEFINITIONS

- A. CART Provider an individual who holds a current certificate of competency issued by the Texas Court Reporters Association or issued by the National Court Reporters Association;
- B. CART Services The provision of translation of the spoken word at least 170 words per minute with a minimum of 96% accuracy displayed as a full screen of text provided by a CART provider;
- C. Interpreter an individual who holds a current certificate of interpreter competency issued by the National Registry of Interpreters for the Deaf or a BEI interpreter certificate issued by the DARS Office for Deaf and Hard of Hearing Services Board for Evaluation of Interpreters;
- D. Interpreting Services The provision of voice to sign, sign to voice, gestural to sign, sign to gestural, voice to visual or visual to voice services for communication access provided by an interpreter;
- E. Last Resort Situations in which the Americans with Disabilities Act does not apply and situations listed below:

Any type of business or activity that is not with a city, county, state or federal office/agency and that is not religious education or worship services

Any situation which does not have city, county, state or federal office/agency direct major funding or the direct support from these entities' staff;

Deafness and hearing loss association monthly self-help meetings.

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F. Requestor – Entity contacting the contractor for interpreting services or CART services.

VI. SCOPE OF SERVICES

Contractor shall provide interpreter and/or CART services to individuals who are deaf or hard of hearing as last resort funding.

VII. PAYMENT RATES/INVOICING

- A. Contractor shall Submit an invoice to DARS that includes the following information:
 - Contractor's Name,
 - State of Texas Vendor number or federal tax Identification number,
 - Remit-to address.
 - Invoice number.
 - DARS Contract Number,
 - Interpreter Certificate level(s) for each individual assignment,
 - Business or Organization name of requestor,
 - Extensions of charges (including hourly rate),
 - Invoice total,
 - Number of consumers who are deaf served.
 - Number of consumers who are hard of hearing served,
 - Number of hours of service provide
 - Name(s) of interpreter(s)
 - Date(s) and time(s) of assignment per interpreter (in 15 minute increments)
- B. Program and financial information must be submitted to DHHS by the 10th of the following month for each month of the contract period and must contain the established reporting information. Program and financial information must be reported using the online DHHS Contract Reporting application. Contractor must have internet access (link, user identification and password will be provided to contractor).
- C. DARS will make payment on a properly prepared and submitted invoice, in accordance with the Prompt Payment Act, Texas Government Code §2251. Invoices are to be submitted on a monthly basis in compliance with the following procedure:

The invoice shall comply with all applicable state requirements or may be rejected for payment until Contractor provides conforming invoices.

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The invoice shall meet contract requirements, shall be supported by other documentation submitted and shall be subject to DARS approval. All services shall be performed to DARS satisfaction, and DARS shall not be liable for any payment pursuant to the resulting contract for services which are unsatisfactory and which have not been approved by DARS.

VIII. CONTRACTOR RESPONSIBILITIES

- A. Provide interpreter services and/or CART services to persons who are deaf or hard of hearing as last resort funding.
- B. Request funds in advance and receive approval of funds by DHHS before services are provided. Funds shall be requested using the online DHHS Contract Reporting application. Contractor must have internet access (link, user identification and password will be provided to contractor). Funds requested in less than 1 month in advance are not guaranteed to be approved prior to service need
- C. DHHS funds shall not be used to supplement the contractor's accessibility needs for staff or other services that are provided by the contractor, including contractor's Board meetings.
- D. Provide advocacy efforts to the requestor to facilitate compliance with applicable mandates and/or to make the requestor services accessible to persons who are deaf or hard of hearing. Advocacy efforts shall include the efforts of a DHHS contracted Deafness Resource Specialist. For last resort funding requests that are requested in less than 24 hours from the time of need, the requirements of the Deafness Resource Specialist involvement can be waived if the contractor has not received a response from the Deafness Resource Specialist within four business hours.
- E. Complete and submit to DHHS documentation of advocacy efforts as required in Attachment A. for each request.

IX. DHHS RESPONSIBILITIES

A. Pay for services that conform to and do not exceed the established rates set by DARS, see http://www:dars.state.tx.us/services/agencyservices.shtml.

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B. Contact the Contractor and provide notice of upcoming changes to be published on the website at least 35 days in advance of the effective date of any change. (Revisions to the Interpreting Rate Schedule are typically made at the beginning of each fiscal year.)

X. Standard Terms and Conditions

- A. This contract is subject to the availability of state and/or federal funds. If funds are not available or if available funding is reduced, DARS will provide the Contractor with written notice of termination in accordance with provisions of this contract, payment suspension, or funding reduction. Contractor will have no right of action against the State of Texas or DARS in the event that DARS is unable to fulfill its obligations under this contract as a result of lack of sufficient funding.
- B. This contract represents the entire agreement of the parties. Any changes, deletions, extensions or amendments to this contract shall be in writing and signed by both parties.
- C. The Contractor will immediately notify DARS if at any time the Contractor is not in compliance with the provisions of this contract. A false statement regarding the Contractor's compliance with the terms of this contract may be treated as a material breach of this contract and may be grounds for DARS to terminate the contract.
- D. The Contractor will notify DARS in writing at least 60 calendar days before the intended effective date of any change in legal entity status, such as ownership or control, name change, legal status with the Texas Secretary of State, or State Comptroller's Texas Identification Number. The Contractor must not assign its DARS contract in whole or in part, or any right or duty required under the contract without prior written approval from DARS. Unless otherwise approved in writing by DARS, assignment will not release the Contractor who is the assignor from its contractual obligations.
- E. The Contractor accepts liability and retains responsibility for the performance of any of its personnel and subcontractors providing services under the terms of this contract.
- F. The Contractor accepts responsibility for compensating any party with whom the Contractor enters into a subcontract to provide services under the terms of this contract.
- G. The Contractor, Contractor's employees, subcontractors under this contract and their employees are not employees of DARS, are not eligible for DARS employee benefits and will not represent themselves as DARS employees.

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H. The Contractor's records related to this contract are subject to the requirements of Texas Government Code Chapter 552, Public Information (the Public Information Act).

I. The Contractor will comply with all applicable state and federal laws, rules and regulations governing provision of services under this contract and state policies and procedures issued by DARS, including but not limited to requirements specifically stated in this contract.

J. The Contractor will comply with all applicable state and federal laws, rules, regulations and policies regarding conflicts of interest under this contract. The Contractor warrants that it has no interest and will acquire no direct or indirect interest that would conflict in any manner with its performance under this contract.

K. If the procurement action leading to this contract allows non-competitive renewal, such renewal will be based upon DARS' determination that the Contractor is in compliance with all terms of the contract, DARS' continuing need for the services, and available funding.

L. The Contractor and any of its subcontractors associated with this contract will establish and maintain a method to secure the confidentiality of all consumer information and records in accordance with applicable federal and state laws, rules, and regulations and DARS policies and procedures. This provision does not limit DARS right of access to consumer case records or other information relating to consumers served under this contract.

M. The Contractor and any of its subcontractors associated with this contract will retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this contract for which a claim or report was submitted to DARS. The records and documents must be kept for three years after the date of submission of the final billing or until all billing questions are resolved, whichever is later.

N. Acceptance of funds under this contract acts as acceptance of the authority of DARS, the State Auditor's Office (SAO), federal funding agency or any successor agency, to conduct an audit or investigation of the Contractor or any subcontractors in connection with those funds during the term of the contract and thereafter, as provided by law. Upon request, the Contractor and any of its subcontractors associated with this contract will provide DARS, the State Auditor's Office, federal funding agency, their successor agencies, or any of their duly authorized representatives access to any books, documents, papers and records which are directly pertinent to this contract for the purpose of conducting audits, examinations,

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investigations, matching funds validations, or making excerpts and transcriptions. The Contractor and subcontractors associated with this contract will cooperate fully with the above parties in the conduct of an audit, examination, investigation, funds validation, or the making of excerpts and transcriptions. The Contractor will ensure this clause concerning the authority to audit funds received indirectly by subcontractors through the Contractor, the requirement to make books, records, documents and papers, and the requirement to cooperate is included in any subcontract it awards.

- O. The Contractor and any subcontractors associated with this contract agree to permit on-site monitoring visits, as deemed necessary by DARS to review all financial or other records and management control systems relevant to the provision of goods and services under this contract. The Contractor will include this requirement in any subcontract associated with this agreement.
- P. The Contractor and any of its subcontractors associated with this agreement will remedy in a timely manner, any weaknesses, deficiencies or program noncompliance found as a result of a review, audit or investigation, and performance or fiscal exceptions found by DARS, the State Auditor's Office, federal funding agency, their successor agencies, or any of their duly authorized representatives. Such remedy can include refund of disallowed costs or billed amounts or any other appropriate sanctions or penalties deemed necessary by DARS.

Contractor agrees to comply with state and federal antidiscrimination laws, including without limitation:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
- b. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- c. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- d. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- e. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- f. Food Stamp Act of 1977 (7 U.S.C. §200 et seq.); and
- g. DARS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
 - Q. Contractor agrees to comply with all amendments to the abovereferenced laws, and all requirements imposed by the regulations

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issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service, or other benefits provided by federal or state funding, or otherwise be subjected to discrimination.

- Contractor agrees to comply with Title VI of the Civil Rights a. Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- b. Contractor agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- C. Upon request, Contractor will provide Health and Human Services Commission (HHSC) Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.
- d. Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than

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10 calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

- R. HHSC Civil Rights Office 701 W. 51st Street, Mail Code W206 Austin, Texas 78751
- S. Phone Toll Free: 1-888-388-6332 Phone: (512) 438-4313 TTY Toll Free: 1-877-432-7232

Fax: (512) 438-5885

- The Contractor will comply with Texas Health and Safety Code Sections 85.113 and 85.115, relating to workplace and confidentiality guidelines regarding AIDS and HIV-related medical information.
- U. The Contractor will comply with the requirements of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324a, et seq.) regarding employment verification and retention of verification forms for any individuals hired after November 6, 1986, who will perform any labor or services under this contract.
- V. If the Contractor is indebted to or owes delinquent taxes to the state, pursuant to §403.0551 of the Government Code, any payments owed to the Contractor under this contract will be applied toward elimination of the Contractor's indebtedness to the state, delinquency in payment of taxes to the state, or delinquency in payment of taxes that the comptroller administers or collects until the indebtedness or delinquency is paid in full.
- W. If this is a contract for goods or services that equals or exceeds \$25,000 or a grant or a subgrant in any amount, then the Contractor/grantee agrees as follows:

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts 1. Neither the Contractor 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 or by the State of Texas.

2. The Contractor will include this certification titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for

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Covered Contracts, without modification, in all covered subcontracts and solicitations for all covered subcontracts.

- 3. The Contractor will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DARS or other federal department or agency, as applicable.
- 4. A Contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the contractor knows that the certification is erroneous. A Contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
- 5. 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 certification document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 6. Except for contracts authorized under paragraph 3 of these terms, if a Contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, DARS may pursue available remedies, including suspension and/or debarment.
- 7. The Contractor will provide immediate written notice to DARS if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 8. Where the Contractor is unable to certify to any of the statements in this certification, the Contractor shall attach an explanation to this contract.
- X If this contract (including all subgrants or subcontracts) equals or exceeds \$100,000 the Contractor/grantee agrees as follows:

Certification Regarding Lobbying (Certification for Contracts, Grants, Loans, and Cooperative Agreements)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress,

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an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- Y. Under Government Code, Sections 2155.006 and 2261.053, as applicable, the vendor or Contractor certifies that the individual or business entity named in this bid or contract is eligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- Z. DARS and the federal awarding agency reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or State of Texas government purposes: 1. the copyright in any work developed under this contract, and 2. any rights of copyright to which the Contractor purchases ownership with contract support.
- AA. The Contractor represents and warrants that it will buy Texas products and materials for use in providing the goods or services authorized herein when such products and materials are available at a comparable price and

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in a comparable period of time when compared to non-Texas products and materials.

- BB. DARS may grant relief from performance of the contract if the contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Contractor. The burden of proof for the need of such relief shall rest upon the Contractor. To obtain release based on force majeure, the Contractor shall file a written request with DARS.
- CC. Disputes and claims for breach of contract under this contract will be resolved under laws of the State of Texas, the Texas Government Code Chapter 2260 and DARS rules, policies, and procedures.
- DD. If any part of this contract is held unenforceable, the rest of the contract will remain in full force and effect. EE. Failure to enforce any provision of the contract does not constitute a waiver of that provision, or any other provision, of the contract.
- FF. If the Contractor fails to perform in accordance with the provisions of this contract, DARS may upon written notice to the Contractor, take adverse action against the Contractor, up to and including terminating the contract in whole or in part. If notice of termination is given, all work by Contractor shall cease on the effective date of the termination, and DARS will not pay for work performed following that date. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided by law or under this contract. Adverse action, including termination, may result from, but is not limited to:
 - 1. violation of the terms of this contract;
- 2. any evidence of abuse, neglect, or exploitation of consumers receiving services from the Contractor as substantiated by an investigation conducted by the Contractor, an external regulatory agency, or DARS;
- 3. any time DARS has reason to believe that the health or safety of DARS consumers is compromised;
- 4. any change in ownership or change in control that DARS believes would adversely affect the delivery of services;
 - 5. any real or apparent conflict of interest;
 - 6. any violation of state or federal law.

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- GG. This contract may be terminated by mutual consent or by either party with 30 calendar days written notice.
- HH. Contractor will comply with Chapter 48, Human Resources Code, regarding reporting of abuse, exploitation or neglect of elderly or disabled persons.
- II. The terms of this contract are accepted by the parties of the contract. Persons signing the contract are authorized to obligate the parties to the terms of the contract.

XI. ASSIGNMENT

The contractor shall not assign or subcontract the whole or any part of the contract without DARS' prior written consent.

XII. SIGNATURES

The terms of this contract are accepted by the parties of the contract. Persons signing the contract are authorized to obligate the parties to the terms of the contract.

DARS REPRESENTATIVE	Travis County through Travis County Services for the Deaf & Hard of Hearing (LRCS) BY:
David W. Myers Director	Signature
Printed Name	Samuel T. Biscoe Printed Name
Title	<u>Travis County Judge</u> Title
Date	Date

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Attachment A

Contractor's documentation of advocacy efforts shall contain the following information for each service request:

- Requestor Contact Name
- Requestor Business
- Requestor Contact Information including address and telephone number
- Contractor Personnel (individual involved in the advocacy efforts)
- Description, including names and dates of advocacy efforts;
- Name of the Deafness Resource Specialist that assisted with the advocacy efforts
- Description of the advocacy efforts of the Deafness Resource Specialists;
- Number of Hours of Service provided;
- Interpreter Name or CART Provider and Levels;
- Total funds expended; and
- Contractor's Request to Use State Funds form.

Contractor shall develop a Request to Use State Funds form in which the requesting agency must sign and return to contractor and contractor must submit to DHHS before contractor will be reimbursed for Priority 1 services provided under this contract. The Request to Use State Funds form shall include the following:

- Because of budgetary and other constraints, the Department of Assistive and Rehabilitative Services (DARS)/Office for Deaf and Hard of Hearing Services (DHHS) is unable to provide communication access services (interpreter, CART, etc) routinely, except as an accommodation to consumers receiving services from and/or through DARS.
- Such services are being offered here only because of the nature of the situation and because of the fact that the employer, business, or service provider involved has refused to provide it. In many cases, such entities have a legal obligation to provide communication access services at no expense to the person requiring services. The fact that DARS/DHHS has provided assistance in this case does not mean that DARS/DHHS believes another entity does not have an obligation to provide such service, nor does it indicate that such services can be provided again in the future.

Name of person making req	juest	Title
Company Name		Phone Number
Company Address		Fax Number
City	State 2	

I, the above person making this request, attest that I have authority within the above referenced company to request these funds.

Signature of authorized representative



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Elizabeth Corey (854-0853); Marvin Brice

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve renewal of Interlocal Agreement No. IL020037RE, Texas Department of Aging and Disability Services, for Deaf Interpreter Services.

- Ø Purchasing Recommendation and Comments: Purchasing concurs
 with department and recommends approval of requested action. This
 procurement action meets the compliance requirements as outlined by
 the statutes.
- Ø The Texas Department of Aging and Disability Services (DADS) pays interpreters from Travis County Services for the Deaf and Hard of Hearing (TCSDHH) to provide case management services to lowincome deaf adults with multiple disabilities, enabling them to live independently in the community. No other local agency provides similar services.
- Ø This Modification No. 13 renews the agreement for an additional twelvemonth period, from September 1, 2011 through August 31, 2012, with estimated revenue of \$21,660.
- Ø Modification No. 12 renewed the agreement for an additional twelvemonth period, from September 1, 2010 through August 31, 2011, with estimated revenue of \$22.800.
- Ø Modification No. 11 renewed the agreement for an additional twelvemonth period, from September 1, 2009 through August 31, 2010, with estimated revenue of \$19,920.
- Ø Modification No. 10 renewed the agreement for an additional twelvemonth period, from September 1, 2008 through August 31, 2009, with estimated revenue of \$23,040.

- Ø Modification No. 9 added an additional \$2,280 to the FY2008 contract, for a total revenue amount of \$21,000.
- Ø Modification No. 8 renewed the agreement for an additional twelvementh period, from September 1, 2007 through August 31, 2008.
- Ø Modification No. 7 renewed the agreement for an additional twelvemonth period, from September 1, 2006 through August 31, 2007.
- Ø Modification No. 6 added state-required language to the contract.
- Ø Modification No. 5 renewed the agreement for an additional twelvemonth period, from September 1, 2005 through August 31, 2006. The agency name changed from the Department of Human Services (DHS) to the Department of Aging and Disability Services (DADS).
- Ø Modification No. 4 renewed the agreement for an additional twelvemonth period, from September 1, 2004 through August 31, 2005.
- Modification No. 3 renewed the agreement for an additional twelvemonth period, from September 1, 2003 through August 31, 2004. The rate structure changed from a set amount of reimbursement per month to payments based on units of service.
- Ø Modification No. 2 renewed the agreement for an additional twelvemonth period, from September 1, 2002 through August 31, 2003.
- Ø Modification No. 1 corrected a scrivener's error in the ending date of the initial term of the agreement.
- Ø Because DADS drafted this modification, Travis County will sign first.
- **⊘** Contract Expenditures: Not Applicable

⊘ Contract-Related Information:

Award Amount: Not applicable - revenue-generating

Contract Type: Interlocal Agreement

Contract Period: September 1, 2000 – August 31, 2001

O Contract Modification Information:

Modification Amount: Not applicable – revenue-generating

Modification Type: Interlocal Agreement

Modification Period: September 1, 2011 - August 31, 2012

- Ø Solicitation-Related Information: Not Applicable
- **Ø** Special Contract Considerations: Not Applicable
- **Ø** Funding Information: Not Applicable



TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE 502 E. Highland Mall Blvd. P. O. Box 1748 Austin, Texas 78767

Sherri E. Fleming County Executive for TCHHSVS (512) 854-4100 Fax (512) 279-1608

DATE:

August 17, 2011

TO:

Members of the Commissioners Court

FROM:

Sherri E. Fleming

County Executive for Travis County Health and Human Services

and Veterans Service

SUBJECT:

Texas Department of Aging and Disability Services revenue

contract

Proposed Motions:

Consider and take appropriate action to approve an amendment extending the revenue contract for deaf interpreter services with the Texas Department of Aging and Disability Services though 8/31/12.

Summary and Staff Recommendations:

The Texas Department of Aging and Disability Services (DADS) pays interpreters from Travis County Services for the Deaf and Hard of Hearing (TCSDHH) to provide case management services to low-income deaf adults with multiple disabilities, enabling them to live independently in the community. No other local agency in the community provides similar services.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

The FY'12 contract is for \$21,660. Current county staff provides the services under this contract. The contract runs from 9/1/11 - 8/31/12.

Issues and Opportunities:

The DADS contract provides a source of revenue for Travis County.

Background:

This contract has been renewed each year for more than twenty years.

Cc:

Deborah Britton, Division Director, Community Services, TCHHSVS

Stacy Landry, Program Manager, TCSDHH

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

Diana Ramirez, Analyst, Planning and Budget Office Cyd Grimes, C.P.M., Travis County Purchasing Agent

Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing

Office

MODIFICATION OF CONTRA	CT NUMBER: IL020037RE - Deaf Interpreter	r Services Page 1 of 4 Pages				
ISSUED BY: Travis County Purchasing Office 700 Lavaca, Suite 800 Austin, Texas 78701	PURCHASING AGENT ASST: Elizabeth Corey Phone (512) 854-9853 Fax (512) 854-9185	DATE PREPARED: August 18, 2011				
ISSUED TO:	MODIFICATION NO.:	EXECUTED DATE OF ORIGINAL CONTRACT:				
Texas Department of Aging and Disability Services 701 West 51 st Street Austin, Texas 78701	Disability Services 701 West 51 st Street					
ORIGINAL CONTRACT TERM DATES: Septem	nber 1, 2000 – August 31, 2001 CURRENT CONTRACT TER	RM DATES: <u>September 1, 2010 – August 31, 2011</u>				
FOR TRAVIS COUNTY INTERNAL USE ON Original Contract Amount: \$ (Revenue Generatin		Revenue Generating)				
DESCRIPTION OF CHANGES: Except a modified, remain unchanged and in full force	as provided herein, all terms, conditions, and provisions of th	e document referenced above as heretofore				
August 31, 2012. 2. Anticipated revenue for thi The Contract is amended according to the	If for an additional twelve-month period, from its period is \$21,660. The terms of the attachment to this Modification, all of what mances by the Contractor in accordance with all terms	hich is hereby made a part of the				
Contractor: Complete your portion of A fully-executed original will be return	the signature block below on all originals and retur ed to you for your records.	n all signed originals to Travis County.				
LEGAL BUSINESS NAME:		□ DBA				
BY:		☐ CORPORATION				
SIGNATURE BY:	□ OTHER					
PRINT NAME		DATE:				
TTLE: ITS DULY AUTHORIZED AGENT						
TRAVIS COUNTY, TEXAS Y: WY CYD V. GRIMES, C.P.M., TRAVIS COUNTY I	PURCHASING AGENT	DATE:				
RAVIS COUNTY, TEXAS		DATE:				
Y:SAMUEL T. BISCOE, TRAVIS COUNTY JUDG	GE .					

Form 3254 April 20

Texas Department of Aging and Disability Services

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County of Travis

State of Texas

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Community Services Contract Amendment

IL020037RE

Page 2 of 4

Modification No. 13

Section 1. Contractor Information

Legal Name of Entity (Contractor) Travis County, Texas through Travis County Services for the Deaf	Contract No. 000162100	Contract Type SSPD
Doing Business As (d/b/a) Name, if applicable	Amendment No. 07-08	Region No. 07
Address of Contractor (street, city, state, ZIP) 2201 Post Road, Room 100, Austin Texas 78704	Walver Contract Area	Component Code

Section 2. Change information

The	e Department of Aging and Disability Services (Department) and the legal entity (Contractor) named above ree to amend contract number 000162100 as follows:
Ch	eck all applicable changes:
	The following
	The following counties MRAs are deleted from the contract referenced above.
	The list of covered counties in Section 3 of this amendment is adopted by the Department and the Contractor and represents the full listing of counties served as a result of this amendment.
	The attached Form 3691-A, Service Area Designation, replaces and supersedes, in its entirety, the Contractor's previously submitted Form 3691-A.
×	Other
ΨZ 1	The Form 2029 Information Worksheet Purchase of Service Contract is amended to extend the budget od from September 1, 2011 through August 31, 2012 with estimated DADS funds and budget amount of ,660.00. This new budget amount represents an estimated potential of 15.5 clients receiving services athly through August 31, 2012.

The above-marked changes are adopted by the Department and the Contractor as an amendment to the above-referenced contract effective the date signed by the Department representative, unless otherwise indicated above.

All other terms and conditions of the referenced contract remain in full force and effect.

Department of Aging and Disability Services		Travis County, through Travis County Servic	es for the Deaf
		BY:	
Signature-Department Representative Michael Weaver	Date	Signature-Contractor Representative Samuel T. Biscoe	Date
Name of Department Representative (Print or type) Regional Director LTSS		Name of Contractor Representative (Print or type) Travis County Judge	
Title of Department Representative (Print or type)		Title of Contractor Representative (Print or type)	
Legal Approval			

IL020037RE Modification No. 13

Community Services Contract Amendment

-					•	
1	ag	e	3	of	4	

Type of Contract Special Services to Persons with Disabilities	Contract No.	Amendment No.	Region No.
Legal Name of Contractor	000162100	07-08	07
Travis County, through Travis County Service	es for the Deaf		
Contact Person	s to the Dear		
Stacy Landry			Area Code and Telephone 512-854-9205
Section 3. List of Covered Counties			
The counties listed below, effective with this amend	ment, are covered by this o	contract.	
These counties are on file with the DADS Home and are located in the DADS region listed above.	l Community Support Serv	ices licensing division for the a	appropriate category of licensure
County Name	County Name		County Name
Fravis County	fallway pyles Mengly		County Name
			The state of the s

Texas Department of Aging and Disability Services

Information Worksheet Purchase of Service Contract

TRAVIS COUNTY, TEXAS THROUGH TRAVIS COUNTY

ILO20037RE SERVICES FOR THE DEAF VENDOR: 000162100 Modification No. 13 CONTRACT EFFECTIVE: 09/01/2011 Page 4 of 4 AMENDMENT 07-08; EFFECTIVE: 09/01/2011

Form 2029

Contract/Vendor Number 000162100						Regio 07	n Number		County Nur 227	nber
SECTION I — CONTR	ACTOR DATA									
	ough Travis County Services (or the Deaf							ract Effective 1/2011	Date
Commonly Used Name (i	f different)			S TAND				THE RESERVE OF THE PERSON NAMED IN	ract Terminati	on Date
Address (Street, City, Sta 2201 Post Road, Room 1								Area		lephone Number
Person Authorized to Sign Samuel T. Biscoe		Title Travis C	ounty Judge				Ownership Description	<u> (012)</u>	Non-profit	☐ Profit
Charter Number N/A	Employer ID Number 74-6000192	Contract Stacy La	Person		Title Progr	am Manager	ZA I dono	Area C		phone Number
SECTION II — SUMM	ARY OF PAYMENT (Enter	estimated	information in	this section						
Effective Payment Dates	Budget Name		Budget Number	Unit R	ate	Estimated Number Eligible Units	Estimated Local Fund		Estimated ADS Funds	Estimated Budget Amount
09/01/2011-08/31/2012	Special Services to Perso Disabilities	ns with	01	\$120.	00	180.5	\$0.00	1	21,660.00	\$21,660.00
SECTION III — SERVIC	E			Es		d Contract Total cent of Contrac		4	\$21,660.00 100.00%	\$21,660.00 100.00%
Program Activity Name Out of Home Service								Co 65		
Service Activity Name Special Services to Person	s with Disabilities			1				Co 211		
SECTION IV — CLIENT	DATA				W.					
☑ Current TANF☑ Other Income		NPA FWithout	ood Stamp Recipt Recipt Regard to Inco	me [] Ine	AO Income Eligi Higible				
Per day		r month			nberd Pe	f Eligible Client: rday □	s to be Served: Per week		ted 15.5 Per month	
4. Unit of Service One Month	5. Units of S 180.5	ervice to Al	l Clients	6. Nur		f Units of Service				
7. Geographical Area So Travis County	erved			100 - 100	ls (ch	eck all that apply	<i>(</i>)		ıv 🛮	v
9. Basis of Payment Reimbursemen	nt 🛛 Fixed (Jnit Rate				bursement		hedule		
10. Estimated Amount of	Co-Pay (day care and family p	olanning on	y): N/A					requie	Santa Del	



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Elizabeth Corey (854-9853); Marvin Brice

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement with Texas AgriLife Extension Services for the exchange of financial information related to an agreement with AmeriCorps.

- Ø Purchasing Recommendation and Comments: Purchasing concurs
 with department and recommends approval of requested action. This
 procurement action meets the compliance requirements as outlined by
 the statutes.
- Ø This Interlocal Agreement allows Travis County to receive financial information regarding funds used as in-kind match for the Travis County CAPITAL AmeriCorps Project. Texas AgriLife Extension Services will provide the information, which Travis County needs in order to complete various reports.
- **Ø** Contract Expenditures: Not Applicable
- **⊘** Contract-Related Information:

Award Amount: \$0

Contract Type: Interlocal Agreement

Contract Period: June 1, 2011 – July 31, 2012

- **⊘** Contract Modification Information: Not Applicable
- **Ø** Solicitation-Related Information: Not Applicable
- **Ø** Special Contract Considerations: Not Applicable
- **Ø** Funding Information: Not Applicable



TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE 502 E. Highland Mall Blvd. P. O. Box 1748 Austin. Texas 78767



Sherri E. Fleming County Executive for TCHHSVS (512) 854-4100 Fax (512) 279-1608

DATE:

July 26, 2011

TO:

Members of the Commissioners Court

FROM:

Sherri E. Fleming, County Executive for

Travis County Health and Human Services and Veterans Service

SUBJECT:

AmeriCorps AgriLife interlocal agreement

Proposed Motion:

Consider and take appropriate action to approve an interlocal agreement between Travis County and the Texas AgriLife Extension Service to allow Travis County to receive financial information regarding funds used as in-kind match for the Travis County CAPITAL AmeriCorps Project.

Summary and Staff Recommendations:

The Travis County CAPITAL AmeriCorps Project uses a grant to help fund 20 FTEs that provide after-school enrichment programs each week during the school year at local schools as well as help staff summer camps. The grant budget includes in-kind matches from 4-H CAPITAL, a non-profit organization affiliated with the Texas AgriLife Extension Service. The amount of these in-kind matches has to be reported during the year to the grantor. Grant and contract staff at the AgriLife Extension office in College Station requested this interlocal agreement to allow AgriLife Extension to provide this information to Travis County.

The Commissioners Court approved the interlocal at its 6/28/11 meeting. Minor changes were made to that version of the agreement at the request of AgriLife Extension.

TCHHSVS staff recommends approving the revised interlocal.

Budgetary and Fiscal Impact:

No funding is provided through this interlocal agreement.

Issues and Opportunities:

The information provided by Texas AgriLife Extension is needed to complete the Periodic Expense Reports and Federal Financial Reports provided to the grantor.

Background:

The Travis County CAPITAL AmeriCorps Project has been in existence since 2003. It has served more than 16,000 youth to date.

Cc:

Robert Richter, Director, Texas AgriLife Extension Service Susan A. Spataro, CPA, CMA, Travis County Auditor

Jose Palacios, Chief Assistant County Auditor

Ellen Heath, Financial Analyst, Travis County Auditor's Office

Mary Etta Gerhardt, Assistant County Attorney

Rodney Rhoades, Executive Manager, Planning and Budget Office

Diana Ramirez, Analyst, Planning and Budget Office Cyd Grimes, C.P.M., Travis County Purchasing Agent

Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing

Office

IL110277EC Page 1 of 4

INTERLOCAL AGREEMENT BETWEEN TEXAS AGRILIFE EXTENSION SERVICES AND TRAVIS COUNTY FOR AMERICORPS THROUGH THE ONESTAR FOUNDATION ACTIVITIES

This agreement ("Agreement") is made by the following parties: Travis County, a political subdivision of Texas ("County") and Texas AgriLife Extension Services, a member of The Texas A & M University System, an agency of the State of Texas, a legal entity created under the Smith Lever Act and the Texas Agricultural Code Ann., Ch. 43 ("AgriLife Extension").

RECITALS:

WHEREAS, AgriLife Extension and the County are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code, Section 791.001 et seq.

WHEREAS, AgriLife Extension performs county demonstration work in the areas of agriculture, environmental stewardship, youth and adult life skills, human capital and leadership, and community economic development throughout the State of Texas and wants to continue to provide these services for residents in Travis County.

WHEREAS, Travis County has entered into an agreement with AmeriCorps through the OneStar Foundation to use AmeriCorps members for services provided by AgriLife Extension.

WHEREAS, AgriLife Extension has entered into fee-for-service agreements ("FFS Agreements") with the Austin Independent School District and Del Valle Independent School District to provide after-school programs at various schools in Travis County.

WHEREAS, those FFS Agreements are implemented in part utilizing the services of AmeriCorps members under other agreements including a grant contract between the Corporation for National and Community Service, Grant Number 06AFHTX0010051and Travis County ("Grant Contract").

WHEREAS, it is desired by Travis County, for cost sharing reporting purposes for Grant Number 06AFHTX001005, to exchange financial information as to the expenditures and income from the FFS Agreements ("Match Funds") where those Match Funds support activities under the Grant Contract.

NOW, THEREFORE, AgriLife Extension and Travis County agree as follows:

I. OBLIGATIONS OF AGRILIFE EXTENSION

AgriLife Extension agrees to provide the appropriate financial information related to Match Funds from the FFS Agreements using AmeriCorps members in support of Travis County's cost sharing requirement under Grant Number 06AFHTX0010051 from the Corporation for National and Community Service. Match Funds will be provided in a format and on a schedule agreed to by AgriLife Extension and Travis County.

II. OBLIGATIONS OF TRAVIS COUNTY

Travis County agrees to work with the appropriate AgriLife Extension staff to develop an appropriate reporting format and schedule for reporting by AgriLife of the financial information relating to Match Funds applied to FFS Agreements where services are provided under the Grant Contract.

III. TERM, TERMINATION

- A. <u>Initial Term.</u> This Agreement begins on June 1, 2011 and continues in force until July 31, 2012, unless sooner terminated.
- B. <u>Automatic Renewal</u>. Unless sooner terminated, this Agreement will automatically renew on August 1, 2012, for a term of one year and for additional one-year terms on the first day of August each year thereafter. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions remain unchanged and in full force and effect, unless this Agreement is specifically amended pursuant to the terms of this Contract to make any changes in those terms.
- C. <u>Termination</u>. Either Party has the right to terminate this Agreement, with or without cause, by giving the other Party written notice at least thirty (30) days prior to the termination date.

IV. NOTICES

Formal notices provided under this Agreement must be in writing and delivered by (i) certified mail, return receipt requested; (ii) hand delivery; (iii) facsimile with receipt of a successful transmission confirmation; (iv) email; or (v) delivery by a reputable overnight courier services (in the case of delivery by facsimile or email the notice must be followed immediately by a copy of other notice being delivered by a means provided in (i), (ii), or (v)). The notice will be deemed given on the day the notice is received. In the case of notice by facsimile or email, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated in writing:

Travis County:

Sherri Fleming, County Executive
Travis County Health, Human Services and Veterans Services
P. O. Box 1748
Austin, Texas 78767
sherri.fleming@co.travis.tx.us
Phone: (512) 854-4101
Fax: (512) 279-1608

Texas AgriLife Extension:

Diane Gilliland
AgriLife Contracts & Grants
2147 TAMU
College Station, TX 77843-2147
d-gilliland@tamu.edu
Phone: (979) 845-4781

Fax: (979) 862-7775

Physical Address: 3000 Briarcrest Dr., Suite 101 Bryan, TX 77802

V. GOVERNING LAW

The Constitution and laws of the State of Texas govern and determine the validity of this Agreement and all matters related to this Agreement, including but not limited to matters of performance, non-performance, breach, remedies, procedure, rights, duties and interpretation or construction.

VI. MISCELLANEOUS

- A. <u>Entire Agreement</u>. This Agreement contains the entire understanding of the parties regarding the information to be provided, and supersedes all other written and oral agreements between the parties regarding the information to be provided.
- B. <u>Amendment</u>. This Agreement may be modified or amended only by a written agreement signed by both parties. It is acknowledged that no officer, agent, employee or representative of Travis County has the authority to change the terms of this Agreement unless expressly granted that authority by the Travis County Commissioners Court under the terms of this Agreement or applicable Travis County policy.
- C. <u>Force Majeure</u>. Each party, upon receipt of documentation from the other party, must excuse any breach of this Agreement which is proximately caused by war, strike, act of God or other similar circumstance normally deemed outside the control of well-managed business.
- D. <u>Assignment</u>. This Agreement may not be assigned, in whole or in part, by either party without prior written consent of the other party. Any attempt to do so will be void.
- E. <u>Binding Agreement</u>. This Agreement is binding upon and will inure to the benefit of the parties, their representatives, successors in interest and authorized assigns.
- F. <u>Non-Waiver</u>. The failure of either party at any time to require performance by the other arty of any provision of this Agreement will in no way affect the right to require performance at any later time nor will the waiver by either party of a breach of any provision waive any succeeding breach of that provision or waive the provision itself.
- G. <u>Severability</u>. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then that provision will be severed and will not affect the remainder of this Agreement.

H. Immunity.

- 1. AgriLife Extension is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of AgriLife Extension to claim any exemptions, privileges, and immunities as may be provided by law.
- 2. It is expressly understood and agreed by both Parties that neither the execution of this Agreement, nor any conduct of any representative of Travis County relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or

defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit. It is understood and agreed that a decision by one Party to waive immunity or to compensate a claim for which immunity would have been a defense and would have operated to prevent payment does not operate as a waiver or decision to compensate by the other Party; nor will such action by one Party operate to incur any expense or chare to the other Party.

- I. <u>Records and Information</u>. Both Parties agree to create and maintain sufficient records to fulfill the requirements of this Agreement, and to provide accurate, reliable and verifiable information under this Agreement.
- J. <u>Independent Entities</u>. The Parties acknowledge and agree that each Party is acting as an independent entity, assuming all rights, obligations and liabilities applicable to it as an independent entity.
- K. <u>Compliance</u>. Both Parties shall provide services under this Agreement in compliance with all applicable federal, state and local orders, laws, rules, regulations, policies and certifications.

The parties have signed this Agreement, and the Agreement is effective as of the date last written below.

This Agreement may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile, or scanned PDF document shall be deemed an original instrument, and all of which, together, shall constitute one and the same executed Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the Parties and on the dates hereto:

For Tra	avis County:	For Texas AgriLife Extension Services ("AgriLife Extension")
By:		By: Diprot Hills
Name:	Samuel T. Biscoe	Name: Edward G. Smith, Ph.D.
Title:	Travis County Judge	Title: Director
Date:		Date: 7-15-11



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: David Walch 46663, Marvin Brice CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 8 to Contract No. PS000299KW, Southwest Key program, Inc., for Educational and Counseling Services.

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

The contractor, Southwest Key Program Inc., provides educational and counseling services for the Juvenile Justice Alternative Education Program (JJAEP). The Initial contract was for a 12-month period, August 1, 1999 to July 31, 2000, automatically renewing for a period of one year. The initial amount of the contract was not to exceed \$384,000.00.

This Modification No. 8 modifies "Attachment B, Fee Schedule" to reflect revised fee for service rates. This agreement continues to be an asneeded agreement with the revised rates included in "Attachment B, Fee Schedule".

Modification No. 7 deleted the not to exceed amount and line item budget replacing it with a fee for service budget converting the contract into an as needed agreement.

Modification No. 6 increased the NTE amount from the date of award through 7/31/2008 by \$72,047.30, totaling \$579, 547.30.

Modification No. 5 increased the NTE amount for the period 8/1/2006 – 7/31/2007 by \$87,500.00, totaling \$507,500.00.

Modification No. 4 increased the NTE amount for the period 8/1/2005 – 7/31/2006 by \$36,000.00 totaling \$420,000.00.

Modication No. 3 increased the NTE for the period August 1, 2002 through July 31, 2003 by \$26,053.00 totaling \$410,053.00, and decreased the NTE for the peiriod August 1, 2003 through July 31, 2004 by \$384,000.00.

Modification No. 2 replaced the FY01 "Proposed Schedule I" with the FY02 "Proposed Schedule I", with no changes made to the overall cost of the contract. The "Proposed Schedule" broke down monthly payments for Southwest Key Program by the number of students enrolled into the program monthly.

Modification No. 1 replaced the FY00 "Proposed Schedule - I" with the FY01 "Proposed Schedule I", with no changes made to the overall cost of the contract. The "Proposed Schedule" broke down monthly payments for Southwest Key Program by the number of students enrolled into the program monthly.

Contract Expenditures: Within the last 12 months \$ 331,685.00 has been spent against this contract/requirement.

⊘ Contract-Related Information:

Award Amount: \$384,000.00

Contract Type: Professional Services

Contract Period: August 1, 1999 – July 31, 2000

Ø Contract Modification Information:

Modification Amount: N/A (Not-To-Exceed)

Modification Type: Bilateral

Modification Period: August 30, 2011 – until terminated

MODIFICATION OF CONTRAC	T NUMBER: PS000299KW	PAGE 1 OF 2 PAGES						
	Educational and							
Counseling Services								
ISSUED BY: PURCHASING OFFICE 314 W. IITH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: David Walch TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: June 28, 2011						
ISSUED TO: Southwest Key Program, Inc. 3000 South IH-35, Suite 410 Austin, TX 78704	MODIFICATION NO.:	EXECUTED DATE OF ORIGINAL CONTRACT: August 1, 1999						
ORIGINAL CONTRACT TERM DATES: 8/1/99 - 7/3	1 31/00 CURRENT CONTRACT TERM	M DATES: 8/1/2006 –until terminated						
FOR TRAVIS COUNTY INTERNAL USE ONLY:								
Original Contract Amount: \$384,000,00	Current Modified Amount \$ on as needed basis							
 This agreement is hereby no Modification 7 on October Schedule" dated June 24, 2 2012 billing Schedule. This modification does not renewal term beginning October Schedule. 	rovided herein, all terms, conditions, and provisions on full force and effect. modified to delete "Attachment B, Fee Scir 30, 2007), in its entirety and replace is 1011, attached hereto, and made a part here affect the allocated funding or renewal to tober 1, 2011 is subject to continued fundiall thereafter automatically renew on Car unless sooner terminated by either party and the sooner terminated by either terminated by either the sooner terminated by either terminated by either the sooner terminated by either	hedule," (as incorporated in at with "Attachment B, Fee eof, which details the 2011-erms of this agreement. The ading by the Commissioners October 1 of each year for						
BY: SIGNATURE BY: PRINT NAME TITLE: Ceneral Can	est Key Programs, Inc.	DBA CORPORATION DATE:						
TRAVIS COUNTY, TEXAS		DATE:						
BY: WE CYD V. GRIMES, C.P.M., TRAVIS COUNTY PU	IRCHASING AGENT	DATE						
TRAVIS COUNTY, TEXAS		DATE:						
BY:								
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGI								

PS000299KW Mod 8 Page 2 of 2

ATTACHMENT B, FEE SCHEDULE June 24, 2011

Personnel Unit	1-28 Students	29-38 Students	39-48 Students	49-58 Students
Program Director	1.0	1.0	1.0	1.0
Special Education Teacher	1.0	1.0	1.0	1.0
Regular Education Teacher	1.0	2.0	3.0	4.0
Counselor	1.0	1.0	2.0	2.0
Executive Assistant	1.0	1.0	1.0	1.0
Teacher Assistant	1.0	1.0	1.0	1.0
Total Staffing	6.0	7.0	9.0	10.0
Monthly Compensation	\$ 35,068.40	\$ 43;356.90	\$ 55,335.98	\$ 63,750.20

Compensation for 10 months August through End of May, regardless of the School year

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

Chief Juvenile Probation Officer

RE:

Contract #PS000299KW (Southwest Key Educational Services – JJAEP)

DATE:

June 23, 2011

Travis County Juvenile Probation Department is currently contracting with Southwest Key Program to provide Educational Services for the Juvenile Justice Alternative Education Program (JJAEP).

Our department would like to modify the contract to remove the current Schedule "I" and replace it with the new Schedule "I" effective 8/1/2011. A copy of the new Schedule "I" is attached.

Contract No.:

PS000299KW

Account Number:

023-4510-593-6099

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

cc:

Barbara Swift

Laura Ward

Sylvia Mendoza

EPM: sm

Southwest Key Program - Travis County JJAEP Proposed 2011 -12 Billing Schedule

Personnel Unit	1-28	3 Students	29-	38 Students	39-4	48 Students	49-	58 Students
Program Director		1.0		1.0		1.0		1.0
Special Education Teacher		1.0		1.0		1.0		1.0
Regular Education Teacher		1.0		2.0		3.0		4.0
Counselor		1.0		1.0		2.0		2.0
Executive Assistant		1.0		1.0		1.0		1.0
Teacher Assistant		1.0		1.0		1.0		1.0
Total Staffing		6.0		7.0		9.0		10.0
Monthly Compensation	\$	35,068.40	\$	43,356.90	\$	55,335.98	\$	63,750.20

Compensation for 10 months August through End of May, regardless of the School year



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Lori Clyde/854-4205 Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Award For Avaya/Nortel PBX Administration, Support and Maintenance, RFP No. P110225-LC, to the High Ranked Proposer, AffiliatedTelephone.

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

A Request for Proposal was issued June 24, 2010 for Avaya/Nortel PBX Administration, Support and Maintenance. Three proposals were received. After evaluating the proposal and receiving the Best and Final Offers, the evaluation committee recommends awarding to Affiliated Telephone as the highest ranked solution for the County.

During the next five years, Travis County will be moving from the legacy PBX systems to the new Unified Communications system, manufactured by Cisco. During this transition period, this contract will provide hardware and software maintenance for the County's legacy telephone switches and equipment. These switches provide PBX, voice mail, and automated attendant services for Travis County Departments. Because the voice network supports mission-critical County functions, it is imperative that this equipment be serviced consistently and repaired, whenever necessary, with all possible speed. For the PBX maintenance there will be a monthly fee based on port counts and the software maintenance is paid annually. Approval of this agreement will supply the necessary equipment and services to repair and correct defective or malfunctioning Avaya/Nortel telephone switching equipment. In addition to the maintenance portion of the agreement, there is also a time-andmaterials clause that the County will utilize to procure extensions and enhancements to the voice network and to support moves, additions and

changes. The first year cost of the hardware and software maintenance is \$139,449.00. As departments are transitioned from the legacy system to Unified Communications, the annual maintenance will decrease based on the number of ports.

Contract Expenditures: Within the last 12 months \$479,390.39 has encumbered and \$335,837.25 been spent against this requirement.

⊘ Contract-Related Information:

Award Amount: \$139,449.00 (fixed maintenance); Time and

Material rates applied for other services as needed.

Contract Type: Maintenance and other as needed services

Contract Period: September 1, 2011 – August 31, 2012 with up to six

Responses Received: 3

additional renewal periods.

∅ Solicitation-Related Information:

Solicitations Sent:

	HUB Information: N/A	% HUB Subcontractor:
Ø	Special Contract Considerations:	
	Award has been protested; interdAward is not to the lowest biddernotified.Comments:	ested parties have been notified. r; interested parties have been
α	Eunding Information	

${\mathfrak I}$ Funding Information:

☐ Purchase Requisition	n in H.T.E.:
☐ Funding Account(s):	001-1230-523-5002
☐ Comments:	



TRAVIS COUNTY INFORMATION & TECHNOLOGY SERVICES

Joe Harlow, Chief Information Officer

700 Lavaca Suite 500, P. O. Box 1748, Austin, Tx 78767 (512) 854-9666 Fax (512) 854-4401

Travis County Courthouse, Austin, Texas

DATE:

August 18, 2011

MEMORANDUM

TO:

Cyd V. Grimes, C.P.M. - Travis County Purchasing Agent

FROM:

Joe Harlow Jr., Chief Information Officer

SUBJ:

Recommendation for awarding RFP No. P110225-LC to Affiliated Telephone of

Austin for Maintenance Support of Avaya/Nortel PBX Telecommunications Network

with Contract Pricing for Time and Materials.

Proposed Motion:

Approve awarding RFP No. P110225-LC to Affiliated Telephone of Austin for Avaya/Nortel PBX Telecommunications Network Maintenance in the amount of \$139,449 with provision for Contract Pricing for Time and Materials.

Summary and Staff Analysis:

Affiliated Telephone of Austin (ATA) was selected because of their overall pricing and their knowledge of the current legacy system.

During the next five years, Travis County will be moving from the legacy PBX systems to the new Unified Communication system, manufactured by Cisco and supported by Cisco's business partner INX. ITS will work with ATA and INX during this period to insure that the legacy and the new Voice system work together and provide quality telecom service to Travis County citizens and Travis County employees. In addition to the maintenance portion of the agreement with Affiliated, there is also a time-and-materials clause that has been of benefit to the County. Travis County has utilized this type of provision to procure extensions and enhancements to the voice network and to support moves, additions, and changes.

Budgetary and Fiscal Impact:

The funding for this contract is included in the below listed line item account:

001-1230-523-5002 \$ 94,324 001-1230-523-5002 \$ 45,125

Issues and Opportunities:

Maintaining hardware maintenance contracts on the telecommunications infrastructure equipment allows Travis County to respond quickly in the resolution of hardware/software malfunctions. Quick action on the repair of network equipment helps to prevent extended telephone system outages that have an adverse impact upon County operations.

Background:

On an annual basis, Travis County enters into annual maintenance agreements with major computer and telecommunications vendors to provide the necessary services and equipment to repair Travis County's mission critical computer systems, network equipment, and telecommunications equipment.

Required Authorizations:

LEGAL: John, Hille, County Attorneys Office
PURCHASING: Lori Clyde, Purchasing Department
BUDGET: Randy Lott, Planning and Budget Office

CC: Walter LaGrone, ITS; Sally Green, ITS; Nick Macik, ITS

P110225-LC Avaya/Nortel PBX Administration, Support and Maintenance

Evaluation Matrix		Revie	wer 1		Reviev	ver 2		Revie	wer 3		Review	er 4		Revie	wer 5	
	Maximum		Black			Black			Black			Black			Black	
Criteria	Points	ATA	Box	Shared	ATA	Box	Shared	ATA	Box	Shared	ATA	Box	Shared	ATA	Box	Shared
Competence, knowledge, experience and customer service skills of the firm documented by certifications, resumes of technical resources, and customer references.	300	300	200	225	220	100	215	275	150	225	250	200	225	220	100	215
Specific Requirements – ability of the solution provider to meet all technical, functional, and security requirements as outlined in the Request for Proposal.	250	250	225	250	225	125	175	225	200	210	250	150	225	225	125	175
Pricing and discount percentage off of Avaya/Nortel's equipment, services and maintenance support. Assistance with cost reduction of other telecom services and products.	225	200	125	225	195	100	200	200	100	220	220	100	218	195	100	200
Ability to provide clear and concise documentation, including, status reports, call resolution reports and	100	75	75	75	95	50	50	85	70	90	100	90	90	95	50	50
Training expertise in all phases of Avaya/Nortel applications and equipment including Call Pilot,	75	75	50	75	70	50	60	70	60	70	70	60	70	70	50	60
Meeting all Request for Proposal conditions and instructions as outlined herein, and the clarity, completeness and comprehensiveness of the	50	25	50	50	30	20	40	47	35	48	45	0	45	30	20	40
Total	1000	925	725	900	835	445	740	902	615	863	935	600	873	835	445	740

Total Average Score: 886 566 823.2

			Affiliated			Black Box		S	hared Technology	
	Current Est.									
Year	Port Ct	Rate per port	Monthly Cost	Annual Cost	Rate per port	Monthly Cost	Annual Cost	Rate per port	Monthly Cost	Annual Cost
2011	7198	\$0.950	\$6,838.100	\$82,057.200	\$1.400	\$10,077.200	\$120,926.400	\$0.995	\$7,162.010	\$85,944.120
2012	7198 *	\$0.980	\$7,054.040	\$84,648.480	\$1.400	\$10,077.200	\$120,926.400	\$0.995	\$7,162.010	\$85,944.120
2013	7198 *	\$1.010	\$7,269.980	\$87,239.760	\$1.450	\$10,437.100	\$125,245.200	\$0.995	\$7,162.010	\$85,944.120
2014	7198 *	\$1.040	\$7,485.920	\$89,831.040	\$1.450	\$10,437.100	\$125,245.200	\$1.031	\$7,421.138	\$89,053.656
2015	7198 *	\$1.070	\$7,701.860	\$92,422.320	\$1.500	\$10,797.000	\$129,564.000	\$1.031	\$7,421.138	\$89,053.656
2016	7198 *	\$1.100	\$7,917.800	\$95,013.600	\$1.500	\$10,797.000	\$129,564.000	\$1.067	\$7,680.266	\$92,163.192
2017	7198 *	\$1.130	\$8,133.740	\$97,604.880	\$1.550	\$11,156.900	\$133,882.800	\$1.104	\$7,946.592	\$95,359.104
2011	40-4				_					
2011		\$0.950	\$1,022.200	\$12,266.400	\$1.000	\$1,076.000	\$12,912.000	\$0.970	\$1,043.720	\$12,524.640
2012		\$0.980	\$1,054.480	\$12,653.760	\$1.000	\$1,076.000	\$12,912.000	\$0.970	\$1,043.720	\$12,524.640
2013		· ·	\$1,086.760	\$13,041.120	\$1.050	\$1,129.800	\$13,557.600	\$0.970	\$1,043.720	\$12,524.640
2014		· ·	\$1,119.040	\$13,428.480	\$1.050	\$1,129.800	\$13,557.600	\$1.004	\$1,080.304	\$12,963.648
2015		· ·	\$1,151.320	\$13,815.840	\$1.100	\$1,183.600	\$14,203.200	\$1.004	\$1,080.304	\$12,963.648
2016		· ·	\$1,183.600	\$14,203.200	\$1.100	\$1,183.600	\$14,203.200	\$1.037	\$1,115.812	\$13,389.744
2017	1076 *	\$1.130	\$1,215.880	\$14,590.560	\$1.150	\$1,237.400	\$14,848.800	\$1.073	\$1,154.548	\$13,854.576
*Current po	ort count quant	ities were used for	r calculation purpose	es. In future years	s as departments t	ransition to UC, t	the number of			
port counts	will decrease.	The rate per port	will be as indicated.	_						
PASS BASIC				\$45,125.280			\$74,922.000			\$45,753.970
1st year mai	ntenanc cost:			\$139,448.880			\$208,760.400			\$144,222.730
Hourly rates	est. hrs									
Business	248	\$75.000		\$18,600.000	\$90.000		\$22,320.000	\$110.000		\$27,280.000
Non-busines		\$112.500		\$9,225.000	\$135.000		\$11,070.000	\$165.000		\$13,530.000
		ĺ		. ,			. ,	· ·	s of hours in 50 hr inc	•
								for \$95/hour.		
1st year esti	mated pricing			\$167,273.880			\$242,150.400			\$185,032.730

PURCHASE REQUISITION NBR: 0000538262

REQUISITION BY: TERRI FLEMMINGS/854-4998 REASON: ANNUAL MAINTENANCE

SHIP TO LOCATION: TRAVIS COUNTY - ITS	STICCESTED VENDOD.	AEGGG APPTITATED TELEDUCKE AMETIK	משת

	1 10 1000111000000011 110	DOGGEDIED VERDOR:	4373.	ATTIBIATED	EBBERONE AUBIIN	DEBIVER BI DATE: 0/22/11
LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	LEVEL 1 PORT MAINTENANCE COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: COMPUTER MAINT. AGREEMENT	12.00	МО	6838.1000	82057.20	
2	LEVEL II PORT MAINTENANCE COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: COMPUTER MAINT. AGREEMENT	12.00	MO	1022.2000	12266.40	
3	ANNUAL PASS MAINTENANCE COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: SOFTWARE MAINT/SUPPORT	1.00	YR	45125.2800	45125.28	
			REQUIS	SITION TOTAL:	139448.88	

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	*	AMOUNT
1	00112305235002	REPR & MTNC-SERVCS PURCH		100.00	82057.20
		MAINTENANCE AGREEMENTS-DP			
2	00112305235002	REPR & MTNC-SERVCS PURCH		100.00	12266.40
		MAINTENANCE AGREEMENTS-DP			
3	00112305235002	REPR & MTNC-SERVCS PURCH		100.00	45125.28

139448.88

DATE: 8/22/11

REQUISITION IS IN THE CURRENT FISCAL YEAR.

MAINTENANCE AGREEMENTS-DP

Updated 8/25/11, 3:40 p.m.	
CM200T12 MDAVITG COTTOMY	8/23/11
Fiscal Year 2011 Account Balance Inquiry	09:59:19
Account number : 1-1230-523.50-02	
Fund : 001 GENERAL FUND	
Department : 12 INFORMATION & TELECOMMUNI	
Division : 30 OPERATIONS	
Activity basic : 52 GENERAL GOVERNMENT	
Sub activity : 3 INFORMATION SYSTEMS MGMT	
Element : 50 REPR & MTNC-SERVCS PURCH	
Object O2 MAINTENANCE AGREEMENTS-DP	
Original budget 5,369,697	
Revised budget 6,697,159 08/08/2013	1
Actual expenditures - current .: 71,046.74	
Actual expenditures - ytd : 4,423,976.23	
Unposted expenditures :	
Encumbered amount : 1,390,427.78	
Unposted encumbrances :	
Pre-encumbrance amount :	
Total expenditures & encumbrances: 5,885,450.75 87.9%	
Unencumbered balance : 811,708.25 12.1	
F5=Encumbrances F7=Project data F8=Misc inquiry	
F10=Detail trans F11=Acct activity list F12=Cancel F24	4=More keys



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Elizabeth Corey (854-9853); Marvin Brice

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 11 to Interlocal Agreement No. IL060341RE, Austin Travis County Integral Care (ATCIC), for substance abuse services.

- Purchasing Recommendation and Comments: Purchasing concurs
 with department and recommends approval of requested action. This
 procurement action meets the compliance requirements as outlined by
 the statutes.
- Ø The City of Austin has signed first, Travis County will sign second, and ATCIC will sign last.
- This agreement between Travis County, the City of Austin, and Austin ATCIC is a three-party interlocal agreement for the provision of substance abuse treatment services. The agreement is referred to as SAMSO, or substance abuse managed services organization. ATCIC 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. The agreement also includes funds from the Parenting in Recovery (PIR) grant to provide substance abuse treatment for families in the child welfare system.
- Ø This Modification No. 11 adds \$28,891 in unspent FY'10 PIR funds to the FY'11 SAMSO agreement.
- Ø Modification No. 10 changed the name of the agency.
- Ø Modification No. 9 renewed the agreement for an additional twelvemonth period, from October 1, 2010 through September 30, 2011. Travis County provided \$611,799 from the General Fund, and \$330,750 from

- the PIR grant. The City of Austin provided \$958,990. The contract funds totaled \$1,901,539.
- Ø Modification No. 8 renewed the agreement for a nine-month period, from January 1, 2010 through September 30, 2010, in order to change the contract term from calendar year to Travis County's fiscal year.
- Ø Modification No. 7 increased County funding from \$817,914 to \$975,854, an increase of \$157,940.
- Ø Modification No. 6 renewed the agreement for an additional twelvemonth period, from January 1, 2009 through December 31, 2009.
- Ø Modification No. 5 increased the County funding from \$906,114 to \$1,036,419, an increase of \$130,305.
- Ø Modification No. 4 increased the County funds from \$611,799 to \$906,114, an increase of \$294,315.
- Ø Modification No. 3 renewed the agreement for an additional twelvementh period, from January 1, 2008 through December 31, 2008.
- Ø Modification No. 2 renewed the agreement for an additional twelvementh period, from January 1, 2007 through December 31, 2007.
- Ø Modification No. 1 increased the City of Austin's funding to the 2006 by \$5,122.
- Contract Expenditures: Within the last twelve months, \$388,502.43
 has been spent against this contract.

⊘ Contract-Related Information:

Award Amount: \$1,507,151

Travis County: \$611,799 City of Austin: \$895,352

Contract Type: Interlocal Agreement

Contract Period: January 1, 2006 - December 31, 2006

O Contract Modification Information:

Modification Amount: \$28,891 Modification Type: Trilateral

Modification Period: October 1, 2010 – September 30, 2011

- **∅** Solicitation-Related Information: Not Applicable
- **Ø** Special Contract Considerations: Not Applicable
- **Ø** Funding Information:
 - □ Purchase Requisition in H.T.E.: 538021

 - ☐ Comments:



TRAVIS COUNTY HEALTH and HUMAN SERVICES and VETERANS SERVICE 502 E. Highland Mall Blvd. P. O. Box 1748 Austin, Texas 78767

Sherri E. Fleming County Executive for TCHHSVS (512) 854-4100 Fax (512) 279-1608

DATE:

August 15, 2011

TO:

Members of the Commissioners Court

FROM:

Sherri E. Fleming

County Executive for Travis County Health and Human Services

and Veterans Service

SUBJECT:

SAMSO interlocal agreement amendment

Proposed Motion:

Consider and take appropriate action to approve an amendment to the SAMSO interlocal agreement between Travis County, the City of Austin, and Austin Travis County Integral Care adding \$28,891 in Parenting in Recovery grant funds for FY'11.

Summary and Staff Recommendations:

Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC 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.

The agreement also includes funds from the Parenting in Recovery (PIR) grant to pay for substance abuse treatment for families in the child welfare system as a result of parental methamphetamine or other substance abuse. This amendment adds \$28,891 in unspent FY'10 PIR funds to the FY'11 SAMSO contract.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

The contract started FY'11 with \$611,799 from the Travis County General Fund as well as \$330,750 from the PIR grant. This amendment brings the total PIR funds to \$359,641. The City of Austin is providing \$958,990. Total contract funds come to \$1,930,430. This contract follows the fiscal year.

Issues and Opportunities:

Services provided under this interlocal include:

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

<u>Intake/Assessment/Referral</u> – 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.

<u>Detoxification</u> – 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.

<u>Transitional Housing</u> - 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.

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

<u>Day Treatment Services</u> – 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.

<u>Case Management and Support Services</u> – 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.

Background:

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

Cc:

Andrea Colunga Bussey, 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 Janice Cohoon, Financial Analyst, Travis County Auditor's Office Mary Etta Gerhardt, Assistant County Attorney Rodney Rhoades, Executive Manager, Planning and Budget Office Diana Ramirez, Analyst, Planning and Budget Office Cyd Grimes, C.P.M., Travis County Purchasing Agent

Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing

Office

ISSUED BY:	PURCHASING OFFICE 700 Lavaca, Suite 800 Austin, Texas 78701	PURCHASING AGENT ASST: Elizabe TEL. NO: (512) 854-9853 FAX NO: (512) 854-9185	th Corey	DATE PREPARED: August 19, 2011
ISSUED TO: Austin Travis Cou P.O. Box 3548	unty Integral Care	MODIFICATION NO.:		EXECUTED DATE OF ORIGINAL CONTRACT:
Austin, Texas 787	64-3568	11		January 1, 2006
City of Austin PO Box 1088 Austin, Texas 7870				
ORIGINAL CONTRA	CT TERM DATES: January	1, 2006 - December 31, 2006 CURRENT (CONTRACT TERM D	ATES: October 1, 2010 - September 30,
FOR TRAVIS COUP Original Contract Amo	NTY INTERNAL USE ONLY punt: \$ <u>1,507,151</u>	Y: Current Modified Amount \$ 1,930	.430	
DESCRIPTION O modified, remain un	F CHANGES: Except as changed and in full force a	provided herein, all terms, conditions, and and effect.	provisions of the do	ocument referenced above as heretofor
the attachment:		nodified to reflect the following chango		e more completely set forth in
1. Contract fund	County (General		\$611,799	
	City (through HI		\$648,990	
	Travis County G	rant (FY2011 Grant Funds)	\$359,641	
	Travis County G City (through Co		\$359,641 \$310,000	
	City (through Co	ommunity Court) TO	\$310,000 FAL	\$1,930,430
Contract and const Complete and exe	City (through Co	ommunity Court)	\$310,000 TAL ation, all of which with all terms of the	\$1,930,430 is hereby made a part of the ne Contract, as amended.
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IL060341RE Modification No. 11 Page 2 of 4

AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT AMONG TRAVIS COUNTY, THE CITY OF AUSTIN AND AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER, DOING BUSINESS AS AUSTIN TRAVIS COUNTY INTEGRAL CARE FOR SUBSTANCE ABUSE TREATMENT AND RELATED BEHAVIORAL HEALTHCARE AND SUPPORT SERVICES

This Amendment ("Amendment") of Interlocal Agreement is entered into among 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 and Mental Retardation Center, d.b.a. "Austin-Travis County Integral Care" ("Center," or "ATCIC"), the Mental Health and Mental Retardation Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

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.

Under the Agreement, Center agreed to provide personal and professional services for the care of indigents and other qualified recipients and 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 has been renewed for additional terms continuing through the current term which began October 1, 2010, and continues through September 30, 2011.

County, City and Center desire to amend the Agreement to reflect certain mutually agreed upon changes in the Agreement with regard to Travis County grant funding.

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 <u>2011 Renewal Term</u>. The Parties acknowledge and agree that the changes made in this Amendment will apply to the term beginning October 1, 2010, and terminating September 30, 2011 ("2011 Renewal Term").

2.0 FINANCIAL PROVISIONS

2.1 <u>Maximum Funds.</u> The Parties agree to amend Section 13.1.1 by adding the following subsection (a) applicable to the 2011 Renewal Term:

13.1.1(a) - 2011 Amended 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 2011 Renewal Term, County and City shall provide funds not to exceed the following amounts for all Center obligations during the 2011 Renewal Term:

TYPE OF FUNDS:	ORIGINA	L 2011 AMO	UNT AMEN	DED AMOUNT
(a) County (General Funds)	\$	611,799.00		no change
(October 1, 2010 - September 3	0, 2011)			
(b) City (through HHSD)	\$	648,990.00		no change
(October 1, 2010 - September 3	0, 2011)			
(c) Travis County Grant				
(FY '11 Grant Funds)	\$	330,750.00	+ \$28,891.00	\$359,641.00
(September 30, 2010 - September 30, 2010 - Septembe				
(d) City (through Community C		310,000,00		no change
(October 1, 2010 - September 30	0, 2011)			
TOTAL	\$	1,901,539.00		\$1,930.430.00

2.2 MSO/Direct Services Split. The Parties agree that the split of funds set forth in Section 2.1(c) above, "Travis County Grant (FY '11 Grant Funds)" above will be as follows:

 Travis County FY '11 Grant Funds:

 MSO Fee:
 \$ 17,126.00

 Direct Services:
 \$342,515.00

 TOTAL:
 \$359,641.00

3.0 CLIENT SERVICES

3.1 The Parties agree that, under the terms of this Amendment, an additional four (4) unduplicated Eligible Clients will be referred by Parenting in Recovery for services to increase the total number of referrals by Parenting in Recovery from twenty (20) to twenty-four (24).

4.0 INCORPORATION

4.1 County, City and Center hereby incorporate this Amendment into the Agreement. Except for the changes made in this Amendment, County, City and Center hereby ratify all the terms and conditions of the Agreement as previously amended and as amended above. The Agreement with the changes made in this Amendment constitutes the entire agreement between the Parties with regard to substance abuse and behavioral healthcare and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

5.1 This Amendment shall be effective August 1, 2011, following approval by each Party's governing body, to the extent such approval is required, and signature by an authorized representative of each Party.

IKA	AIS COUNTY
BY:	
	Samuel T. Biscoe, Travis County Judge Date:
CITY	OF AUSTIN
BY:	
Printed	
Name:	Bert Lumbreras
Title:	Assistant City Manager
	Date:
	IN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER
D.B.A.	AUSTIN TRAVIS COUNTY INTEGRAL CARE
BY:	
Printed	
Name:	
Title:_	
	Date:



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Mike Long/854 4850; Marvin Brice/854

9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for professional financial advisory services with D. Ladd Patillo and Associates.

D. Ladd Pattillo & Associates, Inc. has provided Travis County with professional financial advisory services (Contract No. PS050249ML) since October 1, 2005. The Consultant prepared annual bond rating presentations, reviewed debt for possible refinancing, issued annual certificates of obligations and bonds, and was involved with the annual setting of the tax rate for the road districts.

Approval of the new contract will allow for the provision of these same financial advisory services for Travis County, which in the past has proven to be sound and financially prudent.

The Consultant is paid out of Bond Proceeds. If Travis County does not issue bonds, Consultant does not get paid. However, if bonds are issued, the Consultant will get paid out of the particular bond issuance applicable at that time.

The Consultant has agreed not to increase the basic fees or hourly rates associated with these services.

- Ø Purchasing Recommendation and Comments: Purchasing concurs
 with department and recommends approval of requested action. This
 procurement action meets the compliance requirements as outlined by
 the statutes.
- Contract Expenditures: Within the last ____ months \$0.00 has been spent against this contract.
- ∅ Contract-Related Information:

Award Amount: As Needed

Contract Type: Professional Services

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

☐ Funding Account(s):

Contract Period: October 1, 2011 through September 30, 2012 **O** Contract Modification Information: **Modification Amount:** Modification Type: **Modification Period: ∅** Solicitation-Related Information: Solicitations Sent: Responses Received: **HUB Information:** % HUB Subcontractor: **Ø** 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: **Ø** Funding Information: ☐ Purchase Requisition in H.T.E.:

Comments: Funding to be paid from Bond Proceeds.



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO:

Members of Commissioners Court

FROM:

Leroy W. Nellis, Ageing County Executive, Planning and Budget

DATE:

15 August 2011

SUBJECT:

Letter of Recommendation to Renew Ladd Pattillo's contract as Financial

Advisor to Travis County

I have worked with Mr. Pattillo for the past 18 years in my position of Budget Manager for Travis County. I have worked with him annually on preparing for the annual bond rating presentations, reviewing debt for possible refinancing, the issuance of our annual certificates of obligations and bonds, and the annual setting of the tax rate for the road districts. During his tenure as Financial Advisor to Travis County his recommendations for refinancing debt has saved Travis County taxpayers a total of \$12,360,342 of net present value of debt service payments. Our working relationship has been excellent and his financial advice has been sound and financially prudent. Under Mr. Pattillo's guidance Travis County's bond rating was increased by Moody's from Aa to Aaa in 2001 and Standard & Poor's increased its bond rating from AA to AAA in 2000. His continuous contact with the rating agencies and sound judgment has enabled Travis County to maintain its AAA bond rating from both agencies. Mr. Pattillo's performance has been exemplinary and therefore I strongly recommend the renewal of his contract. I'm available to answer any questions.

FINANCIAL ADVISORY AGREEMENT

This contract is between the following parties: Travis County, Texas, a political subdivision of the State of Texas, ("County") and D. Ladd Pattillo & Associates, Inc., ("Financial Advisor").

RECITALS

WHEREAS, the County is authorized to issue its bonds, notes and certificates of obligation for various County purposes, all as authorized by the Constitution and laws of the State of Texas (hereinafter "the Debt Obligations"), and

WHEREAS, the County recognizes its need of professional services for advice and consultation relating to such bond issues, special districts, and financial planning;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the parties agree to the terms and conditions stated in this contract.

1.0 DEFINITIONS

In this Contract,

- 1.1 "Contract Funds" means all funds paid by County pursuant to Section 3.0 of this Contract.
- 1.2 "Commissioners Court" means Travis County Commissioners Court.
- 1.3 County has adopted an Ethics Policy that controls the way in which County contracts with vendors who have entered into certain transactions with persons who are influential in selecting vendors for a particular contract and in determining the terms and conditions of the contract. The persons that County considers influential in this contract are called Key Contracting Persons and are listed in Exhibit A to the Affidavit. The transactions that are covered by the Ethics Policy are those that involve the following:
 - 1.3.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or
 - 1.3.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.3.3 but does not include

- (i) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
- (ii) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
- (iii) a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.
- 1.4 "Key Contracting Person" means any person or business listed in Exhibit A to the Ethics Affidavit attached hereto as Attachment B and made a part hereof.
- 1.5 "Purchasing Agent" means the Travis County Purchasing Agent.
- 1.6 "Debt Obligations" means any legal borrowing by the County.
- 1.7 "Debt Obligations Purchaser" means any initial underwriter of Debt Obligations whether by negotiated or competitive sale.

2.0 TERM OF CONTRACT

- 2.1 <u>The Initial Term</u> of this Agreement shall commence on October 1, 2011 and shall continue thorough September 30, 2012, unless sooner terminated as provided herein.
- 2.2 <u>Renewal Term(s)</u> Subject to continued funding by the Commissioners Court, this Agreement shall automatically renew on September 30 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

3.0 FINANCIAL ADVISOR PERFORMANCE OF SERVICES

The Financial Advisor offers its professional services and its facilities as Financial Advisor and agrees to direct and coordinate each program of required financing and to assume and pay the expenses hereinafter enumerated.

The Financial Advisor agrees to perform, in a satisfactory manner as reasonably determined by County, the following duties normally performed by such advisors, and perform such other duties, as in its judgment, may be necessary or advisable:

3.1 Make its services available in person at all times to the Commissioners Court and the Commissioners Court's staff and/or any committee or committees designated by the Commissioners Court to handle any sale and issuance of Debt Obligations upon short notice;

- 3.2 Attend Commissioners Court meetings and make presentations to the Court, its committees and staff when requested;
- 3.3 In advance of any anticipated issuance of Debt Obligations, the Financial Advisor will participate in long-range (strategic) planning for capital improvements and debt structure; jointly develop financial models to analyze the full range of debt funding alternatives; establish credit rating goals within the context of the County's strategic plan and financial policies; development of an action plan to attain goals and monitor progress; assist debt capacity and project debt burden or capital programs considering existing debt and future debt sales; anticipate and communicate potential financial problems to Travis County so that such problems can be avoided or corrected in a timely manner; and coordinate with County's arbitrage rebate specialist on rebate avoidance strategies;
- 3.4 Provide advice regarding the development and implementation of new and existing financing techniques and other programs relating to debt of the County;
- 3.5 Prepare and/or advise on special studies of financial nature and review of new financial products or techniques as requested;
- 3.6 Develop and take a primary responsibility for quantitative analysis of structuring alternatives for debt issues including sizing, structure, and term of issue, provide computer modeling, comparison of alternatives; and assist and advise in debt structuring and/or restructuring decisions;
- 3.7 Provide advice to Travis County regarding alternative forms of investment and strategies, and alternatives to its investment policies;
- 3.8 Upon request, assist in reviewing and analyzing legislation that may have a financial impact on Travis County;
- 3.9 Assist and advise in the development of debt limits, debt service coverage ratios, reserve funds or other debt policies as requested;
- 3.10 Provide the appropriate information for the preparation of graphs, charts, etc. for staff presentations, as needed;
- 3.11 If applicable, assist Travis County with the preparation of public information, overall tax rate projections and the estimated impact of the debt issue on taxpayers;
- 3.12 Prepare and submit a plan for the issuance of each issue of the Debt Obligations, which shall include a maturity schedule, option of prior payment, and other terms and conditions, and prepare and assemble the arithmetical computations pertaining to the Debt Obligations to be issued in order to anticipate and provide for appropriate payments of principal and interest;

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- 3.13 Submit all financing data and other information on any proposed bond sale to the bond rating services, including, but not limited to, Moody's Investors Service and Standard & Poor's Corporation, and bond insurance firms and participate in any presentations made to them;
- 3.14 Assist and coordinate discussions and prepare presentation materials for bond rating agencies and coordinate itinerary as necessary for visits, to meeting sites as requested;
- 3.15 Advise on current bond market conditions, forthcoming Debt Obligation issues, and furnish other relevant information and economic data which might normally be expected to influence interest rates or underwriting conditions, and recommend the method of sale and a date for the offering of the Debt Obligation which, in the opinion of the Financial Advisor, would be most favorable for securing a minimum effective interest rate and the lowest possible borrowing cost to the Travis County;
- 3.16 Analyze and participate in the decision as to timing of sale and consult as to advisability or necessity for rescheduling sale depending on market conditions;
- 3.17 Prepare analytical discussion of market conditions and projected pricing results prior to sale and provide independent pre-pricing analysis to Travis County prior to sale;
- 3.18 Compile, submit to Travis County for approval, and arrange for the printing and distribution of the Official Statement containing financial data and other information of the nature and to the extent ordinarily required by municipal securities dealers in marketing debt obligations of this kind, all of this material ultimately to be furnished to prospective investors;
- 3.19 Assist Travis County in the selection of and negotiation of the necessary agreements, if required, between Travis County and any Trustee Bank, Debt Obligation Purchasers, Paying Agent/Registrars, or otherwise and coordinate the activity of these various parties on behalf of Travis County;
- 3.20 Work with Bond Counsel in arranging for and supervising the printing of the Debt Obligations and delivering them to the underwriter;
- Assist Bond Counsel in coordinating the steps required in obtaining the approving opinion of the Attorney General of the State of Texas, registration of the Debt Obligations by the Comptroller of Public Accounts and delivery of the Debt Obligations to the purchasers at a bank to be designated in any Debt Obligation Purchase Agreement to be agreed to between the County and the Debt Obligation Purchasers;
- 3.22 Direct and coordinate the entire program in the authorization, sale issuance and delivery of the Debt Obligations, and assist Travis County in evaluating bids, including recommendations as to the award and sale of any Debt Obligation issue, and other matters approximately to be resolved at that time;

- 3.23 Collaborate with Bond Counsel, retained by Travis County, in all things necessary to effect the legal issuance, and final delivery of the Debt Obligations;
- 3.24 Assemble and transmit to Bond Counsel any data that may be required for the preparation by them of all legal documents pertaining to the authorization, issuance, sale and delivery of the Debt Obligations;
- 3.25 Upon request, assist with the investment of any funds to be established pursuant to the provision of the Debt Obligation Order and/or Trust Indenture covering the Debt Obligations issued with the objective of maximizing investing income, taking into account current arbitrage regulations;
- 3.26 Direct the compilation of all documents required in the offering of the Debt Obligations, and in cooperation with Bond Counsel, keep the County advised of any developments, legislation or regulatory activities which might affect the issuance of the Debt Obligations; and
- Perform all necessary reviews and provide written reports to Travis County on all applications for creation of County Road Districts, as required by the Travis County Policies, Procedures and Regulations Manual, Title VII., Subtitle A., Chapter 83, as amended.

4.0 <u>EXPRESS ACKNOWLEDGEMENTS BY FINANCIAL ADVISOR</u>

- 4.1 It is understood and expressly agreed that the Financial Advisor shall not engage in activity involving finder's fees, fee splitting, or any other contractual arrangement that could create a real or perceived conflict of interest.
- 4.2 It is further understood and expressly agreed that the Financial Advisor will not submit a bid for the Debt Obligations when offered for sale without written consent of the County.
- 4.3 Financial Advisor expressly acknowledges that this contract is a professional service contract and that all duties and responsibilities in it must be performed by Financial Advisor and cannot be assigned or subcontracted without the prior approval of Commissioners Court.
- 4.4 It is understood that the services to be performed hereunder will be provided primarily by D. Ladd Pattillo.

5.0 WARRANTIES

5.1 Financial Advisor warrants that Financial Advisor is a duly qualified, capable business entity; has and will maintain all necessary licenses and certifications related to the professional services being provided hereunder; and will provide County with copies of such licenses and certifications, and will perform all

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services under this agreement according to the applicable federal, state, and local rules and regulations.

- 5.2 Financial Advisor warrants that Financial Advisor is not in receivership and does not contemplate it, and has not filed for Bankruptcy protection and does not contemplate doing so.
- 5.3 Financial Advisor warrants that he is not currently delinquent to County for payment of property taxes.

6.0 INDEPENDENT CONTRACTOR AND PERFORMANCE OF OTHER SERVICES

- 6.1 Financial Advisor understands and agrees that Financial Advisor is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. Financial Advisor is not an employee of Travis County. Financial Advisor is not entitled to any of the benefits belonging to an employee of Travis County.
- As a part of this contract, it is understood that Financial Advisor is free to provide services outside this contract as he sees fit at those times which Financial Advisor is not obligated to County.

7.0 ETHICAL STANDARDS

Financial Advisor shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and his best professional judgement.

8.0 CONTINUING EDUCATION

Financial Advisor shall perform all acts reasonably necessary to maintain and improve his professional competence and training. Financial Advisor is encouraged and expected to attend professional conventions, postgraduate courses and seminars and other educational meetings in his field of practice at reasonable times.

9.0 CIVIL RIGHTS/ADA

Financial Advisor shall provide all services and activities in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans With Disabilities Act of 1990, Public Law 101336 [S.933]. Financial Advisor shall not discriminate against any employee, applicant for employment, or client based on race, religion, color, sex, national origin, age or handicapped condition.

10.0 INDEMNIFICATION AND CLAIMS

FINANCIAL ADVISOR SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY

CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY OPERATOR UNDER THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS AGREEMENT, BOTH FINANCIAL ADVISOR AND COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY FINANCIAL ADVISOR TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF FINANCIAL ADVISOR'S ACTIONS.

11.0 RECORDS AND CONFIDENTIALITY

- 11.1 Financial Advisor shall create, maintain, and retain, and shall make reasonably available to County, all necessary records, information, and documentation relating to services provided under the terms of this contract for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services have been satisfactorily resolved, whichever occurs later.
- 11.2 Financial Advisor shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with the applicable Federal, State and Local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of access to client information.
- 11.3 County agrees to keep confidential at all times all information that identifies personnel and any other information received from Financial Advisor if required to do so by law.

12.0 COMPENSATION

Pursuant to the provisions in Section 13.0, in consideration of the professional services related to the Debt Obligations to be rendered under this agreement the County on the installation of the Debt Obligations, agrees to pay the Financial Advisor, and they agree to accept, a total fee computed on the schedule below plus the reimbursement of any expenses incurred by them on behalf of the County:

12.1 The following fee schedule, based upon the total principal amount plus any reoffering premium, shall apply to each separate issuance of the Debt Obligations:

<u>If</u>	But Less Than	Basic Fee:
\$ 1	\$5,000,000	\$20,000
\$5,000,000	\$10,000,000	\$20,000 plus \$2.50 per S 1,000 for all over \$5,000,000
\$10,000,000	\$20,000,000	\$32,500 plus \$1.50 per \$1,000 for all over \$10,000,000

\$20,000,000 \$30,000,000 \$47,500 plus \$1.00 per \$1,000 for all over

\$20,000,000

\$30,000,000 No Limit \$57,500 plus \$0.50 per \$1,000 for all over

\$30,000,000

Note: Separate Series of Debt Obligations issued under the same Official Statement shall be treated as a single issue for fee computation.

12.2 The Financial Advisor may submit billings and the County may pay the Financial Advisor for special projects, such as financial analysis or planning including, or similar to, those described in Sections 3.5, 3.8, and 3.27 of this Contract, at a rate of One Hundred Fifty Dollars (\$150.00) per hour for the Financial Advisor's actual time spent and Seventy-Five dollars (\$75.00) per hour for Associates actual time spent. Requests for such special projects will be submitted, in writing, to the Financial Advisor from the Executive Manager for the County's Planning and Budget Office, prior to the time of services being performed.

- 12.3 Upon receipt and acceptance of detailed cost invoices, it is further understood and agreed that the Financial Advisor is to be reimbursed for the following:
 - 12.3.1 Printing of the Official Statement and any other material that might be required, as well as the cost of mailing same;
 - 12.3 2 Charges of the rating services;
 - 12.3.3 Reimbursement for travel expenses outside of Travis County;
 - 12.3.4 Printing of the Debt Obligations; and
 - 12.3.5 Any item or expense, approved by the County, incurred in its behalf.

13.0 <u>INVOICING AND PAYMENT</u>

- 13.1 Financial Advisor shall bill the County in a form approved by County Auditor within thirty (30) days of performance of services and activities pursuant to this agreement and County agrees to pay the Contractor within thirty (30) days of the receipt by the Travis County Auditor's Office of an acceptable invoice.
- 13.2 Financial Advisor will submit invoicing to:

Travis County Auditor's Office P.O. Box 1748 Austin, Texas 78767

13.3 Financial Advisor shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a

statement of entity status in a form satisfactory to the County Auditor before any contract funds are payable.

- 13.4 All claims for services rendered between October 1, and September 30 of any contract term (inclusive) must be submitted prior to December 31 of that year. Any claim submitted after December 31 of that year will not be paid, unless Contractor can establish, to the satisfaction of County, good cause for any such delay.
- 13.5 Notwithstanding anything to the contrary contained in this Contract, if Financial Advisor is delinquent in the payment of property taxes at any time of invoicing for payment, Financial Advisor hereby assigns any payment to be made for services and activities provided under this contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes.
- 13.6 County shall not be responsible for the costs of any services under this contract that are not performed to County's satisfaction and given County's approval, which shall not be unreasonably withheld. County's obligation to make any payment to Financial Advisor is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in Financial Advisor's industry.
- 13.7 County shall not be liable for costs incurred or performances rendered by Financial Advisor before or after the contract period.

14.0 <u>DISASSOCIATION OF FINANCIAL ADVISOR</u>

- 14.1 Notwithstanding anything to the contrary contained in this contract, if the Financial Advisor voluntarily decides, for whatever reason, to disassociate himself from County and dissolve this contract, he will provide thirty (30) days written notice to County stating that he is no longer available to provide services, and the contract will be cancelled.
- 14.2 Financial Advisor is responsible for completion of any work begun prior to disassociation, and County will reimburse Financial Advisor for such work which is provided pursuant to the terms of this agreement.
- 14.3 Upon termination of this agreement, the Financial Advisor agrees to transfer any and all documentation and records prepared and maintained by the Financial Advisor on behalf of the County in provision of the services it has agreed to perform for the County under this agreement.

15.0 DISCONTINUATION OF SERVICES BY COUNTY

Notwithstanding anything to the contrary contained in this contract, if services of Financial Advisor are no longer needed by County for whatever reason, thirty (30) days prior written notification shall be given to the Financial Advisor, and this contract shall be terminated.

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16.0 FUNDING OUT

Despite anything to the contrary to this contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this agreement for the following fiscal year of County, County may terminate this contract after giving Financial Advisor 30 days written notice that this contract is terminated due to the failure to fund it.

17.0 NOTICE

- 17.1 General Requirements. Any notice required or permitted to be given under is contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address hereinafter specified.
- 17.2 <u>County Address</u>. The address of County for all purposes under this contract shall be:

Cyd Grimes, C.P.M. (or her successor office) Travis County Purchasing Agent 700 Lavaca, 8th Floor Austin, Texas 78701

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

Honorable David Escamilla (or his successor in office) Travis County Attorney PO Box 1748 Austin, Texas 78767 Attn: File No: 61.276

and

17.3 <u>Financial Advisor Address</u>. The address of the Financial Advisor for all purposes under this contract and for all notices hereunder shall be:

D. Ladd Pattillo & Associates, Inc. 3355 Bee Caves Road, Suite 204 Austin, Texas 78746

17.4 <u>Change of Address</u>. Each party may change the address for notice to it by giving notice of the change in compliance with 16.0.

18.0 MISCELLANEOUS PROVISIONS

- 18.1 <u>Applicable Law.</u> County and Financial Advisor shall comply with the Constitutions of the United States and the State of Texas and all federal, state, county, and city laws, rules, orders, ordinances and regulations applicable to performance of this contract.
- 18.2 <u>Law and Venue</u>. This contract is governed by the laws of the State of Texas and ALL OBLIGATIONS UNDER THIS CONTRACT SHALL BE WHOLLY PERFORMABLE IN TRAVIS COUNTY, TEXAS.
- 18.3 <u>Amendments.</u> Unless specifically provided otherwise in this Contract, any amendment, change or modification ("Amendment") to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties. No Amendment concerning this Contract shall be of any force or effect unless entered into pursuant to this Section 18.3.
 - 18.3.1 <u>Authority to Change</u>. CONTRACTOR AGREES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.
 - 18.3.2 <u>Compliance</u>. Contractor agrees that any action taken by Contractor which does not comply with the terms of this Contract and which has not been approved under the terms of the Contract or written amendment thereto (pursuant to this Section 4.0) subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.
 - 18.3.3 <u>Submission</u>. Contractor shall submit all requests for all Amendments (including all changes, modifications, alterations, additions or deletions) of the terms of this Contract or any attachment to it to the Travis County Purchasing Agent with a copy to the County Executive. Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration. No changes will be effective as to County until approved in writing by Commissioners Court (or Purchasing agent).
 - 18.3.4 <u>Purchasing Agent Authority</u>. Contractor understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, TEX. LOC. GOV'T CODE, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise Contractor as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the

- Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.
- 18.4 Entire Agreement. This contract constitutes the entire agreement between the parties to it with respect to this subject matter and is for the sole benefit of the parties to this agreement and no one else is entitled to rely upon any provision contained and it and it supersedes any prior undertaking or written or oral agreements or representations between the parties.
- 18.5 <u>Severability</u>. If any portion of this contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- 18.6 Forfeiture of Contract. If Financial Advisor has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this contract by Financial Advisor or does business with any Key Contracting Person at any time after the date of execution of this contract by Financial Advisor and prior to the full performance of this contract, Financial Advisor shall forfeit all benefits of this contract and County shall retain all performance by Financial Advisor and recover all considerations, or the value of all consideration, paid to Financial Advisor pursuant to this contract, provided however, that this section may be waived in whole or in part by the Travis County Commissioners Court pursuant to Section 32.004(f) of the Travis County Code. The Financial Advisor shall list any such key contracting person(s) with whom the Financial Advisor has done business during the 365 day period immediately preceding the execution of this Agreement by the Financial Advisor on Attachment 2 to the Affidavit.
- 18.7 <u>Non-Waiver</u>. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Financial Advisor which then exists or may subsequently exist.
- 18.8 Reservation of Rights. All rights of County under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this contract shall not preclude the exercise of any other right or remedy under this contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 18.9 <u>Authority.</u> Financial Advisor guarantees that Financial Advisor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services Financial Advisor has obligated itself to perform under this contract.
- 18.10 <u>Dispute as to Authority</u>. County shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Financial Advisor or the person signing this contract to enter into this contract or to render performances under it. Financial Advisor and any person signing this contract are liable to County for any money disbursed by County for performance of the provisions of

this contract, if County has suspended or terminated this contract according to its terms.

18.11 <u>Duplicate Originals.</u> This document is executed in duplicate originals.

19.0 EXEMPTION FROM COUNTY PURCHASING ACT

Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. §262 et sea., Commissioners Court hereby orders that this contract is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

20.0 MEDIATION

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

21.0 CONFLICT OF INTEREST QUESTIONNAIRE

If required under Chapter 176 Texas Local Government Code, Operator shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Operator shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Operator shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Operator should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Operator, Operator shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

22.0 INTERPRETATIONAL GUIDELINES

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

255361-1 13

- 22.2 Number and Gender. Words of any gender in this contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.
- 22.3 Headings. The headings at the beginning of the various provisions of this contract have been included only to make it easier to locate the subject matter covered by that section or subsection and are not to be used in construing this contract.

CONTRACTOR Latter to the second secon	TRAVIS COUNTY, TEXAS			
D. Ladd Pattillo	Samuel T. Biscoe, County Judge			
Date: 8/17/11	Date:			
Approved by Purchasing:				
Cyd Grimes, Purchasing Agent				
Approved as to form: Assistant County Attorney				
Funds Verified:				
Susan Spataro, County Auditor				

255361-1 14

STATE OF TEXAS} COUNTY OF TRAVIS}

	ETHICS AFFIDAVIT
	of Affiant: Juanual advisor
	ess Name of Offerer: hadd lattillo & associates Inc.
	y of Offerer:
Affian	nt on oath swears that the following statements are true:
1.	Affiant is authorized by Offerer to make this affidavit for Offerer.
2.	Affiant is fully aware of the facts stated in this affidavit.
3.	Affiant can read the English language.
4.	Offerer 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 Offerer 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
	3355 Bee Caus Rd, Ste. 204 Address Austin, Tx 78741
	SUBSCRIBED AND SWORN TO before me by Nadd Pattiello on 8.17 2011.
	PATRICIA ESTRADA Notary Public STATE OF TEXAS Commission Exp. 09-28-2012 PATRICIA ESTRADA Notary Public, State of Texas
	Typed or printed name of notary
	My commission expires:

EXHIBIT A

LIST OF KEY CONTRACTING PERSONS August 1, 2011

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Riscoe	
County Judge (Spouse)		MHMR
Executive Assistant		IVITIIVIK
Executive Assistant		
Executive Assistant		
Executive Assistant		
Commissioner, Precinct 1		
Commissioner, Precinct 1 (Spouse)		Seton Hospital
Executive Assistant		Seton Hospital
Executive Assistant		
Commissioner, Precinct 2		
		Doffer McDeriel IID
Commissioner, Precinct 2 (Spouse) Executive Assistant		Daffer McDaniel, LLP
Executive Assistant		
Executive Assistant		
Commissioner, Precinct 3		D.4: 1
Commissioner, Precinct 3 (Spouse)		Retired
Executive Assistant		
Executive Assistant		
Executive Assistant		
Commissioner, Precinct 4		
Executive Assistant		
Executive Assistant		
County Treasurer		
County Auditor		
County Executive, Administrative		
County Executive, Planning & Budget		
County Executive, Emergency Services		
County Executive, Health/Human Services		
County Executive, TNR	. Steven M. Manilla, P.E.*	
County Executive, Criminal Justice		
Planning		
Director, Facilities Management		
Chief Information Officer	. Joe Harlow	
Director, Records Mgment &		
Communications	. Steven Broberg	

Travis County Attorney	
First Assistant County Attorney	
Executive Assistant, County Attorney	
Director, Land Use Division	
Attorney, Land Use Division	
Attorney, Land Use Division	
Director, Transactions Division	
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
Director, Health Services Division	
Attorney, Health Services Division	
Purchasing Agent	
Assistant Purchasing Agent	
Assistant Purchasing Agent	
Purchasing Agent Assistant IV	
Purchasing Agent Assistant III	
Purchasing Agent Assistant II	
Purchasing Agent Assistant III	
HUB Coordinator	
HUB Specialist	
HUB Specialist	
Purchasing Business Analyst	
Purchasing Business Analyst	
3	

FORMER EMPLOYEES

	Name of Individual			
Position Held	Holding Office/Position	Date of expiration		
County Executive, TNR	Joseph Gieselman	01/31/12		
Purchasing Agent Assistant IV	Oralia Jones, CPPB	07/31/12		

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

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

	0 - 00		
	W 100		
			4 14 24 14

If no one is listed above, Offerer warrants that Offerer 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.



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: David Walch 46663, Marvin Brice CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 3 to Contract No. PS100110DW, Austin/Travis County Reentry Round Table, to provide professional program development for formerly incarcerated persons in the community.

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

This agreement is for the provision of program development for formerly incarcerated persons residing in the Austin and Travis County community. The Reentry Roundtable will work with County Departments, the City of Austin and the private business sector and recommend evidence-based practices that might be implemented in order to increase the number of former offenders hired by these entities. By aligning County government resources with a community coalition, the overall goal of this partnership is to address and improve offender reentry in Travis County through stakeholder participation in an inclusive, community planning process.

This Modification No. 3 extends the contract term until September 30, 2012 and incorporates deliverables for FY2012 in the not-to-exceed amount of \$30,000.00.

Modification No. 2 transitioned this contract to a Fiscal Year contract by incorporating deliverables for FY2011 in the not-to-exceed amount of \$30,000, and extending the contract term until September 30, 2011.

Modification No. 1 revised Deliverable #2 to extend the deadline for completion.

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Contract Expenditures: Within the last 12 months \$30,000.00 has been spent against this contract/requirement.

O Contract-Related Information:

Award Amount: \$30,000.00

Contract Type: Professional Services Agreement Contract Period: April 13, 2010 – December 30, 2010

O Contract Modification Information:

Modification Amount: \$30,000.00 Modification Type: Bilateral

Modification Period: October 1, 2011 – September 30, 2012

Ø Funding Information:

- ☐ Purchase Requisition in H.T.E.: (Renewal funded with FY12 funds.)
- □ Comments: Renewal period funded with FY12 funds.

CRIMINAL JUSTICE PLANNING DEPARTMENT

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



MEMORANDUM

To:

Cyd Grimes, Purchasing Agent

Through:

Roger Jefferies, County Executive, Justice and Public Safety

From:

Kimberly Pierce, Manager, Criminal Justice Planning

Date:

July 6, 2011

Subject:

Austin/Travis County Reentry Roundtable Fy2012 Contract Deliverables

Attached are the FY2012 contract deliverables for the Austin/Travis County Reentry Roundtable. The contract should be extended to 9/30/2012.

Please call me if we need to discuss further.

cc:

David Walch, Purchasing Department Cindy Finnegan, CJP

Deliverables for FY 2012 Travis County Austin/Travis County Reentry Round Table Memorandum of Understanding

The Travis County Criminal Justice Planning Department (CJP) enters into a Memorandum of Understanding with the Austin/Travis County Reentry Roundtable (A/TCRRT) to provide professional services to complete the following five offender reentry deliverables/initiatives:

1. Provide next steps through educating, facilitating and advocating evidence based practices to insure Travis County criminal justice and social service organizations learn, measure and practice outcomes to deliver sustainable program efficiencies.

<u>Deliverable:</u> The deliverable for this initiative will be to provide a minimum of three (3) evidence based trainings targeting case managers and other professionals in the reentry field. Each training should be for no less than 50 attendees. Trainings may include Motivational Interviewing, Cognitive Behavioral Therapy, Solution Focused Therapy and will include continuing education credits for those attending. A/TCRRT shall include Criminal Justice Planning in the planning and implementation of all trainings.

Completion of the (3) trainings on evidence based seminars shall constitute **20%** of the memorandum of understanding. 1/3 of payment will be made after the successful completion of each training.

2. Provide one external Resource Fair for ex-offenders and monthly support at Travis State Jail Resource Fairs.

<u>Deliverable A:</u> The deliverable for this initiative will be to provide one external Resource Fair for ex-offenders for up to 100 attendees. The goal will be to have employers and social service providers available for resources, information contacts for ex-offenders. Deliverable will be completed in partnership with Travis County Criminal Justice Planning.

Deliverable B: The deliverable for this initiative will be for a reentry roundtable designee to attend the monthly Travis State Jail Resource Fairs held the last Friday of each month. The purpose will be to impart knowledge of reentry initiatives and services to exiting Travis County offenders and to help increase the number of interested vendors and providers to attend and participate in the monthly fairs. This deliverable may also assist in the increase of A/TCRRT subcommittee participants. All designees/speakers will be submitted to CJP by the fifteen of each month.

Deliverable A shall constitute 5% of the contract and Deliverable B shall constitute 15% of the contract to be paid monthly upon completion.

3. The A/TCRRT will move the A/TCRRT website from the Austin Community Foundation to a stand alone domain and upgrade site links for information to professionals, offenders and ex-offenders and interested community members.

<u>Deliverable</u>: The deliverable for this initiative will be to move the current A/TCRRT web site from under the Austin Community Foundation and create a stand alone web site with upgraded reentry links and information to professionals, offenders and exoffenders. Web site must be accessible to A/TCRRT staff to update and maintain as needed. Current publications of data, statistical reports and literature pertaining to reentry should be listed on the web site.

Web site completion shall constitute **20%** of the memorandum of understanding and shall be paid upon completion.

4. The A/TCRRT will write and publish a quarterly electronic newsletter that will keep the local community apprised of reentry initiatives. Local, state and national events, trends, legislative/grant funding or other noteworthy news relating to reentry and evidence based practices will be completed on a quarterly basis based on the county's fiscal year. The newsletter shall not be solely focused on A/TCRRT committee activities. The newsletter shall be e-mailed to all of the A/TCRRT stakeholders and placed on the web site.

<u>Deliverable:</u> This deliverable shall constitute **20%** of the memorandum of understanding and shall be paid quarterly upon completion of each quarterly report.

5. The A/TCRRT will serve on and participate in the Community Reentry Network.

<u>Deliverable</u>: The A/TCRRT will serve on, participate, and facilitate in the monthly Community Reentry Network meetings to help support individual and family reentry activities for ex-offenders in partnership with other reentry professionals. Chairs or members of A/TRRT subcommittees with specific expertise are expected to participate in each Community Reentry Network. Criminal Justice Planning staff will provide each Community Reentry Network member a case overview prior to each network meeting so that members can decide who should attend.

This deliverable shall constitute **20%** of the memorandum of understanding and shall be paid monthly.

The A/TCRRT shall keep the Travis County Criminal Justice Planning department apprised as to progress of each outstanding deliverable and will submit monthly status reports.

MODIFICATION OF CONTRACT NUMBER: PS100110DW -AUSTIN PAGE 1 OF 3 PAGES TRAVIS COUNTY EENTRY ROUND TABLE ISSUED BY: PURCHASING OFFICE PURCHASING AGENT ASST: David Walch DATE PREPARED: 314 W. 11TH ST., RM 400 TEL. NO: (512) 854-9700 July 19, 2011 **AUSTIN, TX 78701** FAX NO: (512) 854-9185 ISSUED TO: MODIFICATION NO.: EXECUTED DATE OF ORIGINAL **Austin Community Foundation** CONTRACT: Sandra Eames, Ed.D, Chair April 13, 2010 P.O. Box 5159 Austin, Texas 78762-3456 THE STRUCKS OF STRUCK ORIGINAL CONTRACT TERM DATES: 04/13/10 - 12/31/10 CURRENT CONTRACT TERM DATES: 12/31/10 - 9/30/11 FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$ 30,000 Current Modified Amount \$90,000 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 6.0 AMENDMENTS/MODIFICATIONS, this contract is hereby modified as follows: A. Section 2.1 Initial Term is hereby extended from September 30, 2011 (as modified in Modification 2), to September 30, 2012. IASTRA lenting ik soon hot engan nader on prontsee noched in Exc B. This agreement is hereby modified to delete "ATTACHMENT B, Deliverables for FY2011 Travis County MOU," in its entirety and replace it with "ATTACHMENT B, Deliverables for FY2012 Travis County Austin/Travis County Reentry Round Table Memorandum of Understanding" Dated July 18, 2011, attached hereto, and made a part here of, which details the fiscal year 2012 deliverables. C. Deliverables for FY2012 will be funded at a not-to-exceed amount of \$30,000. authorized or deficiency is a respect of the first or of a filling and a respective of the authorized and the same filling and the same PARENTE POT CLOSE CONTROL CONTROL CONTROL CONTROL OF STREET OF STREET OF STREET CONTROL OF STREET OF STREET OF rocentings for extension of the extension of the contract of a contract of the topera ent preces at engages occultation somet le son es in les debits alle sol double en client en ent. El extermisto State 3at 2-section and createst ridgy of economists. The pure service as imparticularly LABORTO TUTTLO SOC PLACTON GENERAL SER LABORTO DE LA CONTRA LA CONTRA LA CONTRA CONTRA LA CONTRA LA CONTRA CON Note to Vendor: [X4] 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. is County Beentry Koundto ble □ DBA LEGAL BUSINESS NAME: ☐ CORPORATION Chidaile d'aon airean 1687 (a agus □ OTHER DATE: salat an iblightus (ITS DULY AUTHORIZED AGENT DATE: MILENIZ YENDEN OF BURN COMPACTURE, DEPOSIT OF SECURITY TO SECOND TO SECURITY TO SECOND SIRVET HIS SETT GENESIS CYD V GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT TRAVIS COUNTY, TEXAS DATE: CHICAGO GER 4594) SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

ATTACHMENT B

1105 PF WALL

9130 17 Page

Deliverables for FY 2012 Travis County Austin/Travis County Reentry Round Table Memorandum of Understanding July 18, 2011

3 000 000 000

MANAGER STREET, TOPICS

The Travis County Criminal Justice Planning Department (CJP) enters into a Memorandum of Understanding with the Austin/Travis County Reentry Roundtable (A/TCRRT) to provide professional services to complete the following five offender reentry deliverables/initiatives:

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Completion of the (3) trainings on evidence based seminars shall constitute 20% of the memorandum of understanding. 1/3 of payment will be made after the successful completion of each training.

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Web site completion shall constitute 20% of the memorandum of understanding and shall be paid upon completion.

BEST THEORY ATAK BETTER STREET

4. The A/TCRRT will write and publish a quarterly electronic newsletter that will keep the local community apprised of reentry initiatives. Local, state and national events, trends, legislative/grant funding or other noteworthy news relating to reentry and evidence based practices will be completed on a quarterly basis based on the county's fiscal year. The newsletter shall not be solely focused on A/TCRRT committee activities. The newsletter shall be e-mailed to all of the A/TCRRT stakeholders and placed on the web site.

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This deliverable shall constitute 20% of the memorandum of understanding and shall be paid monthly.

The A/TCRRT shall keep the Travis County Criminal Justice Planning department apprised as to progress of each outstanding deliverable and will submit monthly status reports.



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By: David Greear Phone #: 854-76504

Division Director/Manager: Donald W. Ward, P.E., Division Director, Road

Maintenance and Fleet Services

Department Head: Steven M. Manilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Receive comments regarding Travis County's stance on pursuing a Traffic Calming Program including the creation of a traffic calming policy, funding and staffing.

BACKGROUND/SUMMARY OF REQUEST:

Travis County receives numerous requests per month from constituents asking for traffic calming in their neighborhood. These requests consist of speed humps, speed cushions and other forms of traffic calming. The majority of the complaints are due to speeding traffic on neighborhood streets. The Traffic section of Road Maintenance receives on average of 16 official requests for traffic calming per month. Since these requests have been tracked (since 2001), we have received a total of 161 requests for a total of 140 different locations.

Traffic Calming reached the peak of acceptance in the 1990's with many cities implementing their own programs, including the City of Austin. The most recent study released by the Institute of Transportation Engineers (ITE) was the Traffic Calming State of the Practice in September 1999. Several cities have released individual studies with a mixture of relatively positive results but with decreasing budgets and fewer neighborhoods implementing traffic calming features over the years. Currently the City of Austin is revising their policy and has temporarily halted their program. Below is a table from the ITE report that summarizes effectiveness of certain traffic calming devices:

Calming Device	avg reduction in speed	percent change	volume change
12" speed humps	7.6 mph	22%	18%
Traffic Circles	3.9 mph	11%	5%
Road Narrowing	2.6 mph	4%	10%
Half Closures	6.0 mph	19%	42%
Diverters	1.4 mph	4%	35%

Road Maintenace has recently asked Danny Hobby, County Executive, Emergency Services to circulate a list of questions regarding traffic calming and if the chiefs from the emergency services districts would be supportive of traffic calming.

questions and responses are included in the back-up. In summary, approval of the use of traffic calming devices is split 50/50 among the responding chiefs.

STAFF RECOMMENDATIONS:

Staff asks that the Court give direction to TNR on whether a Traffic Calming Program should be pursued.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

If a Traffic Calming Program were approved, there would be some costs associated with it. Due to the number of requests received and the time that would be required to evaluate, design, obtain public input, and implement such a program, one FTE would be required. This FTE would most likely be an engineer position with a salary of \$90,000 (including benefits). In addition, funding would be required for design and installation of devices, as well as ongoing monies for maintenance of those devices. Average cost for implementation of a traffic calming program in a neighborhood would be approximately \$100,000 per neighborhood, and with an anticipated implementation of approximately 3 neighborhoods per year, that would come to \$300,000 per year for design and construction costs. Maintenance costs would be approximately 10% of the construction cost on a yearly basis, which would come out to \$30,000 per year to maintain 3 neighborhoods, with the cost increasing as more neighborhoods obtain traffic calming. Possible options for design and installation costs would include some form of cost sharing with a portion of the costs paid for by the requesting constituent neighborhood.

Summary of Potential Yearly Costs:

1.) Salary = \$90.000

2.) Construction = \$300,000

3.) Maintenance = \$30,000

TOTAL= \$420,000

ATTACHMENTS/EXHIBITS: Responses from Emergency Services

REQUIRED AUTHORIZATIONS:

Steve Manilla	County Executive	TNR	854-9429
CC:			
Don Ward, TNR	Anna Bowlin, TNR		

Danny Hobby - Traffic Calming

From:

David Greear

To:

Hobby, Danny

Date:

7/6/2011 9:21 AM

Subject: Traffic Calming

CC:

Ward, Don

Danny,

I work for TNR traffic engineering, and I have been asked by Commissioner Eckhardt to begin looking into the possibilities (or non-possibilities) of implementing a Traffic Calming Program for Travis County. She's not on either side, but she does feel like we need to formally bring this item up for discussion at Commissioner's Court. In order to do this, I need to collect some information regarding the general consensus of emergency services.

I understand that speed humps, speed cushions, traffic circles, etc... can be a hindrance for emergency responses. I would first like to get with you to see if you could informally poll the surrounding emergency districts for their opinions on Traffic Calming. Would you be willing to post the following questions to the Travis County emergency service districts?

- 1.) Does your district support the use of Traffic Calming devices?
- 2.) Does your district support the use of Traffic Calming devices if individual projects were brought to you for review and you were given the authority to approve/ disapprove with veto authority of the project in your district?
- 3.) Do you think traffic calming devices increase response times?
- 4.) Do you think traffic calming devices are damaging to emergency response vehicles?
- 5.) Do you think traffic calming devices are effective in reducing speeds and cut through traffic?

David Greear, P.E. Traffic Manager, TNR 854-7650

RECEIVED

JUL 1 9 2011

TNR

Gary G Warren

From: Don Smith [dsmithesd12@gmail.com]
Sent: Saturday, July 09, 2011 4:45 PM

To: Gary G Warren

Subject: Traffic Calming Devises

1. Do you support the use of Traffic Calming Devices in your district? In some areas they are record, but they cause problems for fire tracks. YES with reservations.

- 2. Do you support the use of Traffic Calming devices in your district if individual projects were brought to you for review and you were given the authority to approve or disapprove with veto authority of the project in you district? YES
- 3. Do you think traffic calming devices increase response times? YES depends on how many
- 4. Do you think traffic calming devices are damaging to emergency response vehicles? Pochess they do durings macks when not rolled over very slow. This is what causes the response times to get longer. The Powler has number you have to roll over is important.
- 5. Do you think traffic calming devices are effective in reducing speeds and cut through traffic? They may reduce speed, however I am not so sure they cut throught traffic. Unless it is trucks and of course years and less than the course of the speeds are successful.

Gary G Warren

From:

Evans, Harry [Harry.Evans@ci.austin.tx.us]

Sent:

Tuesday, July 12, 2011 6:03 PM

To:

Gary G Warren

Subject:

RE: Traffic Calming Device Poll

See answers below in red.

Harry Evans
Chief of Staff
Austin Fire Department
4201 Ed Bluestein
Austin TX 78721
512-974-0132
Pgr 512-802-1093

www.citvofaustin.org/fire

Want to know what you can do to protect your home and family from wildfire danger? Check out "10 Simple Steps to Frotecting Your Home From Wildland Fire" by clicking here:

http://txforestsetvice.tamu.edu/main/article.aspx?id=8512#10%20simple

From: Gary G Warren [mailto:gwarren@westlakefd.org]

Sent: Friday, July 08, 2011 16:13

To: Chris Barron; ce-bar@austin.rr.com; dsmithesd12@gmail.com; Evans, Harry; Flo Soliz; Gary G Warren; Gary G

Warren; Walter J. Groman; Hawley, James; Ken Bailey; Ken Van Rens (ken.vanrens@pedernalesfd.org); ELinardos@ltfr.org; rtennison@austin.rr.com; Ron Moellenberg (rmoellenberg@pflugervillefire.com)

Cc: Garry Brown (garry.brown@co.travis.tx.us); danny.hobby@co.travis.tx.us; (loretta.farb@co.travis.tx.us)

Subject: Traffic Calming Device Poll

Chiefs.

The Travis County TNR department needs our opinion on traffic calming devices. If you could please take a minute of your to answer these few questions, it would be very helpful. As you probably already know these devices include speed humps, speed cushions, traffic circles, chicanes, street narrowing, etc. When finished, please send your answers back to me so I can compile them for the County. Thanks.

- Do you support the use of Traffic Calming Devices in your district?
- 2. Do you support the use of Traffic Calming devices in your district if individual projects were brought to you for review and you were given the authority to approve or disapprove with veto authority of the project in you district? Yes
- 3. Do you think traffic calming devices increase response times? Not appreciably if used properly.

4. Do you think traffic calming devices are damaging to emergency response vehicles?

Not if used properly.

5. Do you think traffic calming devices are effective in reducing speeds and cut through traffic?

(5.53.5)

Gary G Warren

From:

Gary G Warren

Sent:

Thursday, July 14, 2011 9:26 AM

To:

Gary G Warren

Subject:

RE: Traffic Calming Device Poll - ESD 3 and 9

See below

From: Gary G Warren

Sent: Friday, July 08, 2011 4:13 PM

To: Chris Barron; <u>ce-bar@austin.rr.com</u>; <u>dsmithesd12@gmail.com</u>; Evans, Harry; Flo Soliz; Gary G Warren; Gary G Warren; Walter J. Groman; James.Hawley@ci.austin.tx.us; Ken Bailey; Ken Van Rens (<u>ken.vanrens@pedernalesfd.org</u>);

<u> Hinardos@ltfr.org; rtennison@austin.rr.com; Ron Moellenberg (rmoellenberg@pflugervillefire.com)</u>

Cc: Garry Brown (garry.brown@co.travis.tx.us); danny.hobby@co.travis.tx.us; (loretta.farb@co.travis.tx.us)

Subject: Traffic Calming Device Poll

Chiefs.

The Travis County TNR department needs our opinion on traffic calming devices. If you could please take a minute of your time to answer these few questions, it would be very helpful. As you probably already know these devices include speed humps, speed cushions, traffic circles, chicanes, street narrowing, etc. When finished, please send your answers back to me so I can compile them for the County. Thanks.

- 1. Do you support the use of Traffic Calming Devices in your district?
 - No. Most of our residential streets are within gated communities.
- 2. Do you support the use of Traffic Calming devices in your district if individual projects were brought to you for review and you were given the authority to approve or disapprove with veto authority of the project in you district?

Yes but never on major thoroughfares (emergency response routes). For example: The traffic calming devices on Shoal Creek Blvd. in Austin are detrimental to emergency response.

3. Do you think traffic calming devices increase response times?

Yes. Empirical date supports that as well. It is directly proportional to the saturation level of traffic calming devices on an emergency response route.

4. Do you think traffic calming devices are damaging to emergency response vehicles?

Yes. Unless the area is so saturated with traffic calming devices that a vehicle cannot ever reach any reasonable speed.

5. Do you think traffic calming devices are effective in reducing speeds and cut through traffic?

Traffic calming only reduces speeds and cut through traffic on the streets on which they are installed. More often than not, they only encourage the same traffic issues on the adjacent streets in the neighborhood. In addition, there is no traffic calming devices that can be designed to a specific speed limit. At their best, they can only create cycles of acceleration and braking in the traffic.

Gary G Warren

From: Sent:

Buddy Crain [ce-bar@austin.rr.com] Monday, July 11, 2011 10:18 AM

To:

Gary G Warren

Subject:

RE: Traffic Calming Device Poll

Thanks Gary,

50

From: Gary G Warren [mailto:gwarren@westlakefd.org]

Sent: Friday, July 08, 2011 4:13 PM

To: Chris Barron; ce-bar@austin.rr.com; dsmithesd12@gmail.com; Evans, Harry; Flo Soliz; Gary G Warren; Gary G Warren; Walter J. Groman; James.Hawley@ci.austin.tx.us; Ken Bailey; Ken Van Rens (ken.vanrens@pedernalesfd.org);

<u>li inardos@ltfr.org; rtennison@austin.rr.com; Ron Moellenberg (rmoellenberg@pflugervillefire.com)</u>

Cc: Garry Brown (garry.brown@co.travis.tx.us); danny.hobby@co.travis.tx.us; (loretta.farb@co.travis.tx.us)

Subject: Traffic Calming Device Poll

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1. Do you support the use of Traffic Calming Devices in your district?

No.

2. Do you support the use of Traffic Calming devices in your district if individual projects were brought to you for review and you were given the authority to approve or disapprove with veto authority of the project in you district?

No.

3. Do you think traffic calming devices increase response times?

YE5.

4. Do you think traffic calming devices are damaging to emergency response vehicles?

Yes

5. Do you think traffic calming devices are effective in reducing speeds and cut through traffic?

Gary G Warren

From: Sent:

Ken Vanrens [ken.vanrens@pedernalesfd.org]

Monday, July 11, 2011 12:30 PM

To: Subject: Gary G Warren RE: Traffic Calming Device Poll

Gary

Here are my answers for ESD 8.

- 13 1 is support their use in certain areas.
- 12 is would like to have veto authority.
- #3 I do think they can increase response times.
- 214 Can be if hit at high speeds.
- From experience with them at a former employer, they reduce speed only temporarily. It becomes a race $H_{\mathcal{F}}$ between them and they do not reduce cut through traffic.

Thanks,

Ken VR

From: Gary G Warren [mailto:gwarren@westlakefd.org]

Sent: Friday, July 08, 2011 4:13 PM

To: Chris Barron; ce-bar@austin.rr.com; dsmithesd12@qmail.com; Evans, Harry; Flo Soliz; Gary G Warren; Gary G Warren; Walter J. Groman; James.Hawley@ci.austin.tx.us; Ken Bailey; Ken Van Rens (ken.vanrens@pedernalesfd.org);

Hinardos@ltfr.org; rtennison@austin.rr.com; Ron Moellenberg (rmoellenberg@pflugervillefire.com)

Cc: Garry Brown (garry.brown@co.travis.tx.us); danny.hobby@co.travis.tx.us; (loretta.farb@co.travis.tx.us)

Subject: Traffic Calming Device Poll

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- 2. Do you support the use of Traffic Calming devices in your district if individual projects were brought to you for review and you were given the authority to approve or disapprove with veto authority of the project in you district?

Gary G Warren

From: Raymond E. Tennison [rtennison@austin.rr.com]

Sent: Wednesday, July 13, 2011 3:48 PM

To: Gary G Warren

Subject: Re: Traffic Calming Device Poll

Gary, here is my comments on the calming devices. Chief Tennison

1. No I do not support the use of calming devices. They slow emergency response units down.

- 2. No I would not.
- 3. No they do not increase response time. We have speed dips installed in one of our subdivision that is very dangerous if you do not slow extremely slow. It could cause a driver to lose control of the apparatus. We also have a subdivision that has 3 or 4 round-a-bouts installed. We have had one apparatus clip a pole trying to maneuver the round-a-bout.
- 4. Yes they can be if a apparatus driver does not slow down to cross over the device.
- 5. I'm sure they are, but I still would not support their use.

---- Original Message -----

From: Gary G Warren

To: Chris Barron; ce-bar@austin.rr.com; dsmithesd12@gmail.com; Evans, Harry; Flo Soliz; Gary G Warren; Gary G

Warren; Walter J. Groman; James Hawley@ci.austin.tx.us; Ken Bailey; ken vanrens@pedernalesfd.org;

JLinardos@ltfr org; rtennison@austin.rr.com; rmoellenberg@pflugervillefire.com

Cc: garry brown@co.travis tx.us; danny.hobby@co.travis.tx.us; loretta.farb@co.travis.tx.us

Sent: Friday, July 08, 2011 4:13 PM **Subject:** Traffic Calming Device Poll

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- 2. Do you support the use of Traffic Calming devices in your district if individual projects were brought to you for review and you were given the authority to approve or disapprove with veto authority of the project in you district?
- 3. Do you think traffic calming devices increase response times?
- 4. Do you think traffic calming devices are damaging to emergency response vehicles?
- 5. Do you think traffic calming devices are effective in reducing speeds and cut through traffic?



Travis County Commissioners Court Agenda Request

Meeting Date: 8/30/11

Prepared By/Phone Number: Darla Vasterling Phone #: 854-7564 Audio Division Director/Manager: Donald W. Ward, Director Road & Bridge

Department Head: Steven M. Manilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on the acceptance of dedication of street and drainage facilities for the Commons at Rowe Lane Phase IIB and Phase IIIA, two subdivisions in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

The Commons at Rowe Lane Phase IIB subdivision was recorded May 10, 2011, at Document #201100082 and the Commons at Rowe Lane Phase IIIA was recorded on January 28, 2011, at Document #201100032. The subdivisions have been inspected for conformance with approved plans and specifications as listed. There are no items on the punch lists to be corrected. The stop signs, for this section will be approved under Chapter 251 of the Texas Transportation Code.

STAFF RECOMMENDATIONS:

Phase IIB is accessed from Commons at Rowe Lane Phase I, accepted for maintenance by Travis County. Phase IIIA is accessed from Commons at Rowe Lane Phase IIA. This action will add 1.25 miles to the Travis County road system. TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

It's important to have the streets accepted for maintenance so that the Sheriff's Department as well as Pavement Management can moniter the area.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Approval of Construction
List of streets
Requirements
Registered Accessibility letter

Attached maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Donald W. Ward	Director, Road & Bridge	TNR	854-9317

CC:

Anna Bowiin	TNR	854-7561
David Greear	TNR	854-7650
Scott Lambert	TNR	854-7651
Lucious Henderson	TNR	854-7757

DV:DW:dv

0101 - Administrative - 1105



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANNILA, COUNTY EXECUTIVE
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: August 12, 2011

DEVELOPER:

The Commons at Rowe Lane, L.P. Mr. Lee Nicol 2929 W. 5th Street, Suite A Ft. Worth, TX 76107 Ph: 817-332-0028

ENGINEER:

Gray . Jansing & Associates, Inc Mr. John D. Hines, P.E. 8217 Shoal creek Blvd., #200 Austin, TX 78757 Ph: 452-0371 Fx: 454-9933

SUBJECT: Commons at Rowe Lane Phase IIB

Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.

All items have been received

RY.

TNR Engineering Specialist – Darla Vasterling

TNR Road Maintenance - Donald W. Ward

1102 fiscal file

1105 Subdivision File



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANNILA, COUNTY EXECUTIVE
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
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The Commons at Rowe Lane, L.P. Mr. Lee Nicol 2929 W. 5th Street, Suite A Ft. Worth, TX 76107 Ph: 817-332-0028

ENGINEER:

Gray . Jansing & Associates, Inc Mr. John D. Hines, P.E. 8217 Shoal creek Blvd., #200 Austin, TX 78757 Ph: 452-0371 Fx: 454-9933

SUBJECT: Commons at Rowe Lane Phase IIIA

Effective this date, street and drainage construction within this subdivision appear to be in conformance with the Permitted Construction Documents. All Performance Period maintenance punchlist items have been completed and/or corrected. The subdivision will be recommended for Accepted for Dedication in Travis County Commissioners Court. Sidewalk fiscal will be released as the sidewalks are deemed complete.

All items have been received

BY:

TNR Engineering Specialist – Darla Vasterling

TNR Road Maintenance - Donald W Ward

1102 fiscal file

1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIVISION
Mapsco No. 409N

Commons at Rowe Lane Phase IIB

Pct.# 2 Atlas No. P-11



TYPE OFWIDTH OF CURB &

RECORDED AT DOC#201100082 ON 5/10/11 PLUS PUBLIC RIGHT OF WAY DEDICATION RECORDED AT DOC#2007014114 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS.

SUBDIVISION CONTAINS 9 STREETS AS LISTED BELOW:

# STREET NAME	FROM - TO	<u>L.F.</u>	MILES	ROW	PVMNT	PVMNT	GUTTER
1 Windmill Ranch Avenue	SE cor Lot 20 Blk D north to Steeds Crossing	1709	0.32	60'	HMAC	40'F-F	Yes
2 Mead Bend	SW cor Lot 7 Blk D to Stonepath Way	401	0.08	50'	HMAC	30'F-F	Yes
3 Lynx Court	Mead Bend to end of 50'R cul-de-sac	335	0.06	50'	HMAC	30'F-F	Yes
4 Stonepath Way	Windmill Ranch Ave. to Huckabee Bend	709	0.13	50'	HMAC	30'F-F	Yes
5 Huckabee Bend	SE cor Lot 40 Blk A to NE cor Lot 6 Blk DD	555	0.11	50'	HMAC	30'F-F	Yes
6 Huckabee Trail	Huckabee Bend to NW cor Lot 43 Blk A	160	0.03	50'	HMAC	30'F-F	Yes
7 Choice Place	Windmill Ranch Avenue to 15' west	15	0.00	50'	HMAC	30'F-F	Yes
8 Wind Vane West	Windmill Ranch Ave. to 15' west & 40' east	55	0.01	50'	HMAC	30'F-F	Yes
9 Steeds Crossing	Windmill Ranch Ave. to Steeds Crossing subdivision	257	0.05	60'	HMAC	40'F-F	Yes
10							
		4196		- -			

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 65

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-9

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-9 TOTALING 0.79 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

30-Aug-11

DATE

DP = DOUBLE PENETRATION HMAC = HOT MIX ASPHALT C = CONCRETE UPP = UNPAVED, PIT RUN UPS = UNPAVED, SELECT Donald W. Ward, P. E.

Division Director, Road, Bridge, and Fleet

TRANSPORTATION AND ENGINEERING SERVICES

W. Wand 8/18/4

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

	ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE					-		
	SUBDIVISION	Commons at Rowe Lane Phase IIIA		Pct.#	_		+	
	Mapsco No. 409P Atlas No. P-11				OF TE			
	RECORDED AT DOC#20	01100032 ON 1/28/11 IN THE OFFICIAL PUBLIC REC	JORDS C)F IRAVI	S COUN	IY, IEXA	S.	
	SUBDIVISION CONTAIN	S 4 STREETS AS LISTED BELOW:						
						TYPE OF		
ŧ	STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	PVMNT	GUTTER
1	Meridan Boulevard	SW cor Lot 6 Blk J north to NW cor Lot 1 Blk M	581	0.11	50'	HMAC	30'F-F	Yes
2	Sixpence Lane	Meridan Boulevard to SW cor Lot 17 Blk K	1236	0.23	50'	HMAC	30'F-F	Yes
3	Havant Way	SW cor Lot 19 Blk J to Sixpence Lane	498	0.09	60'	HMAC	40'F-F	Yes
4	Shelby Trail	Sixpence Lane to NE cor Lot 7 Blk L	133	0.03	50'	HMAC	30'F-F	Yes
5								
6 7								
7								
8 9								
0								
								
_			2448					

THE TOTAL NUMBER OF LOTS IN THIS SUBDIVISION - 50

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-4

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-9 TOTALING 0.46 MILES BE ACCEPTED BY THE TRAVIS COUNTY COMMISSIONERS' COURT IN PRECINCT 2.

30-Aug-11

DATE

DP = DOUBLE PENETRATION HMAC = HOT MIX ASPHALT C = CONCRETE UPP = UNPAVED, PIT RUN UPS = UNPAVED, SELECT Donald W. Ward, P. E.

Division Director, Road, Bridge, and Fleet

TRANSPORTATION AND ENGINEERING SERVICES

V. Way

DATE



TRANSPORTATION & NATURAL RESOURCES

STEVEN M. MANILLA, COUNTY EXECUTIVE

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

"COMMONS AT ROWE LANE PHASE IIB" REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 7/18/11 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, if in COA ETJ, <u>signed</u> by COA inspector. §82.604(c)(1)
- 7/18/11 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 2/23/11
 4. Reproducible Plans, certified as "Record Drawings" or "As Builts", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- 7/15/11 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. And must be posted by owner/developer. § 82.604(c)(4)
- 09-06-00003P6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 7/18/11 7. A detailed letter from a Registered Accessibility Specialist approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202, 203, 204
- 7/15/11
 A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, common area sidewalks, and traffic control devices shown on the approved traffic control plan).
 § 82.401(c)(2)(C) Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.
- 3/28/11 9. Approval of other agencies and/or cities, if in their ETJ; Municipal or other Utility Districts.
- Yes___ 10. License Agreement (If there are private improvements in Public ROW.)



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANNILA, COUNTY EXECUTIVE

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

Commons at Rowe Lane Phase IIIA REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 10/14/10 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- NA 2. Construction Summary Report, signed by COA inspector. § 82.604(c)(1)
- 12/3/10 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401{c)(1)(B)
- 10/26/10 4. Reproducible Plans, certified as "Record Drawings", by the Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303(c)] and accompanying Stop Sign Warrant sheet for each sign.
- OK 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4), § 82.401(8)
- 10/21/08 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map
- 1/15/08 Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- 9/10/10
 7. A detailed letter from a Registered Accessibility Specialist approving sidewalk common construction, within the subdivision. Plan approval required at time of issuance of area only Basic Development Permit. Substantial compliance (inspection) required before any reduction of sidewalk fiscal. § 82.202, 203, 204
- 1/11/11 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and common area sidewalks and traffic control devices shown on the approved traffic control plan). § 82.401(c)(1)(C) Road Maintenance will have to approve const. before recommending acceptance to Commissioners Court.
- <u>8/12/11</u> 9. Approval of other agencies cities, if in their ETJ; Municipal or other Utility Districts.
- Yes 10. License Agreement (If there are any private improvements in Public ROW).



ENTASIS

DesignGroup

March 15, 2011

Mr. Joe Straub

The Commons at Rowe Lane, L.P. c/o Don Bayes, P.E. Gray Jansing & Associates, Inc. 8271 Shoal Creek Blvd., Suite 200 Austin, Texas 78757-7592

Re:

The Commons at Rowe Lane, Phase II-B:

ENTASIS No.:

11.019

Water, Wastewater, Street, & Drainage Improvements - Accessibility Inspection

Huckabee Bend; Huckabee Trail; Stonepath Way; Mead Bend; Lynx Court; Windmill Ranch Avenue; Choice Place;

Wind Vane Avenue; Steeds Crossing Pflugerville, Travis County 78660

Project Inspection Completed: 03-11-2011

INSPECTION COMPLETED - NO VIOLATIONS

Dear Mr. Straub:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

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

If you have any questions concerning the results of the inspection, or the requirements of the Architectural Barriers Act, or if you are not the owner of record for the facility, contact David McQueen (RAS No. 41) at (512) 291–3246.

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

Sincerely,

David J. McQueen

Registered Accessibility Specialist

TDLR RAS No. 41

Enclosure(s): Inspection Report

XÇ:

ENTASIS File: 11.019

The review of documents as contract documents and field inspections by this Registered Accessibility Specialist (RAS) with the Texas Department of Licensing and Regulation (TDLR), Austin, Texas is based on a best efforts endeavor following instruction and certification by TDLR. Plan review and inspection in no way warrants complete compliance with the Texas Accessibility Standards. The business, the professional, his employees, and client for whom the review or inspection is made agrees to hold harmless and indemnify this RAS and TDLR from and against any liability arising from performance of the work.



ENTASIS

DesignGroup

September 10, 2010

Mr. Don Bayes, P.E.

The Commons at Rowe Lane, L.P. c/o Gray Jansing & Associates, Inc. 8271 Shoal Creek Blvd., Suite 200 Austin, Texas 78757-7592

Re:

The Commons at Rowe Lane, Phase III-A:

ENTASIS No.:

10.061

Water, Wastewater, Street, & Drainage Improvements - Accessibility Inspection Meridian Blvd.; Sixpence Lane at Havant Way and Selby Trail Intersections

Pflugerville, Travis County 78660

Project Inspection Completed: 09-08-2010

(Common area Sworly)

INSPECTION COMPLETED - NO VIOLATIONS

Dear Mr. Bayes:

We are pleased to inform you that the referenced facility has been inspected and found to be in substantial compliance with provisions of the Texas Government Code, Chapter 469.

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

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

Sincerely.

David J. McQueen
Registered Accessibility Specialist

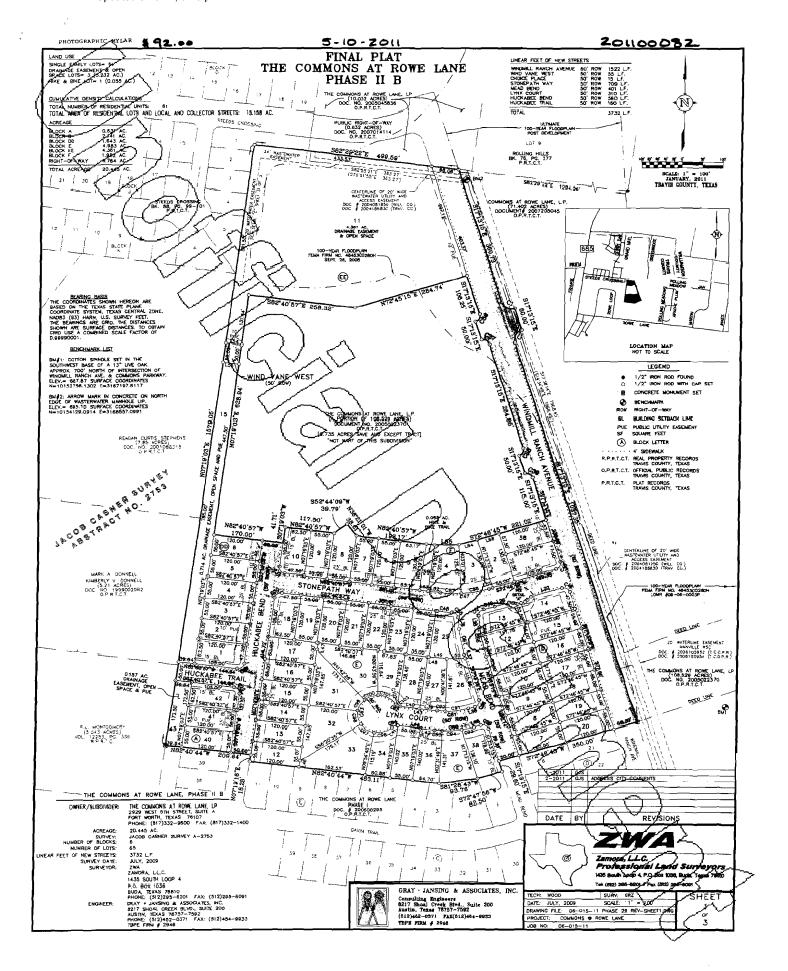
TDLR RAS No. 41

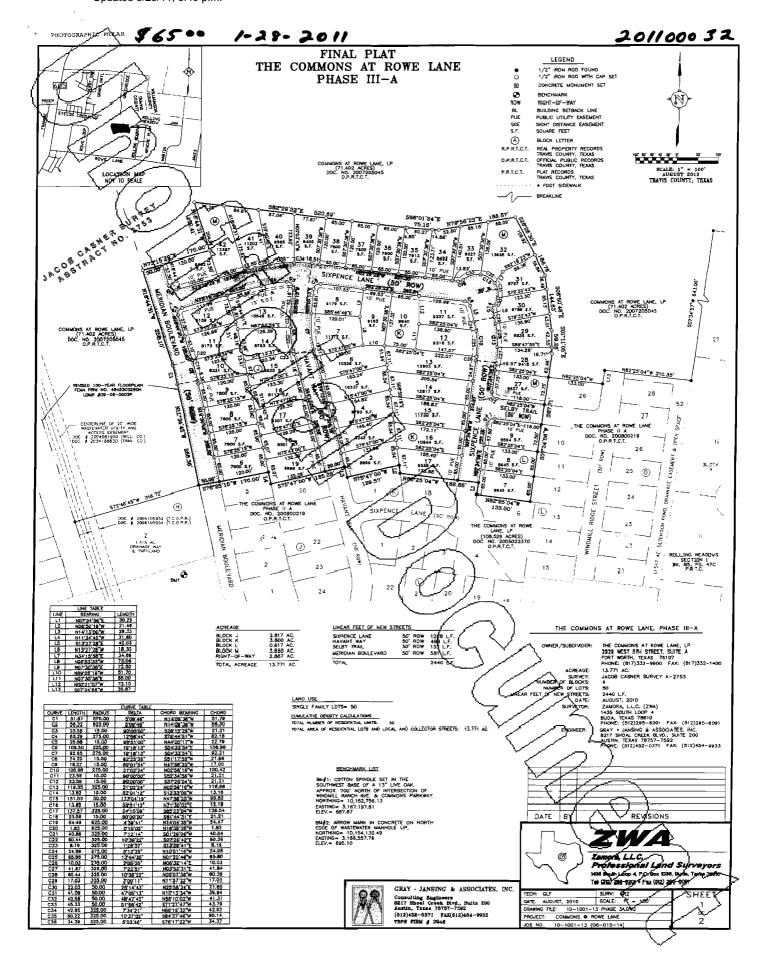
Enclosure(s): Inspection Report

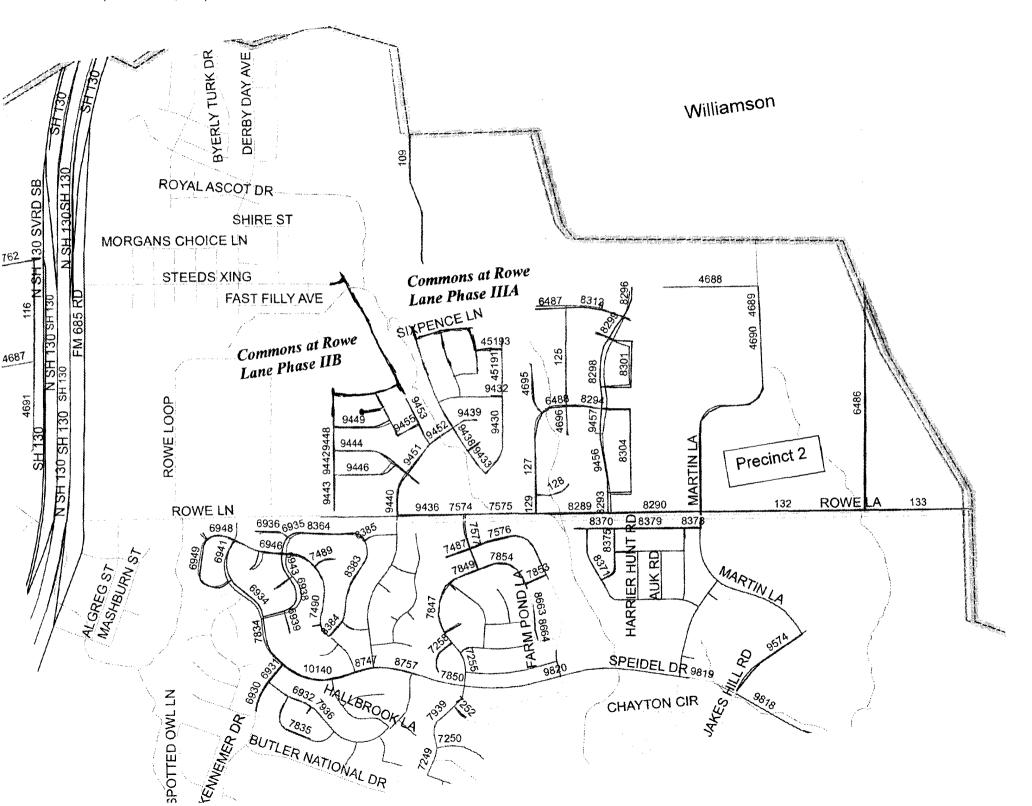
XC:

ENTASIS File: 10.061

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Travis County Commissioners Court Agenda Request

Meeting Date: 8/30/11

Prepared By/Phone Number: Rose Farmer Phone #: 8547214

Division Director/Manager: Jon White, NREQ

Department Head: Steven M. Manilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Discuss and receive update on the current status regarding completion of the Balcones Canyonlands Conservation Plan permit requirements under Section 10(a)(1)(B) of the Endangered Species Act. (This item may be taken into Executive Session pursuant to Gov't Code Ann. 551.072, Real Property)

BACKGROUND/SUMMARY OF REQUEST:

Staff will brief the court on the current status regarding completion of the Balcones Canyonlands Conservation Plan (BCCP). The attached "Balcones Canyonlands Conservation Plan: Completion Task Group Report" discusses the acreage currently protected within the Balcones Canyonlands Preserve (BCP), the estimated acreage still needed to complete the terms of the Permit, and the estimated cost of the needed acquisitions required for completion.

The BCCP, a permit under Section 10(a) (1)(B) of the Endangered Species Act, was jointly issued to the City of Austin and Travis County on May 2, 1996 by the U. S. Fish and Wildlife Service (USFWS). The permit was the result of a community effort. The 30 year BCCP allows for the "incidental take" of two endangered bird species and six endangered karst species within Western Travis County.

An incidental take permit authorizes the loss of endangered species or their habitat associated with otherwise legal activities in exchange for minimization and mitigation measures that benefit the affected species. The BCCP is such a permit, and provides coverage for the following endangered species listed here, plus 27 additional species of concern:

Golden-cheeked warbler (Dendroica chrysoparia)

Black-capped vireo (Vireo atricapillus)

Bone Cave harvestman (Texella reyesi)

Tooth Cave spider (Neoleptoneta myopica)

Tooth Cave ground beetle (Rhadine persephone)

Tooth Cave pseudoscorpion (Tartarocreagris texana)

Kretschmarr Cave Mold Beetle (Texamaurops reddelli) Bee Creek Cave harvestman (Texella reddelli)

The BCCP provides a quick and efficient pathway for the Permit Holders and private landowners to comply with federal law and mitigate for impacts that their land use practices may have on protected species. The Permit provides a streamlined alternative to the normal USFWS consultation and determination process.

In return, the City of Austin and Travis County agreed to create the Balcones Canyonlands Preserve to protect the 8 endangered species and 27 species of concern in 7 watersheds in western Travis County.

As of June 2011, the Permit Holders have processed 660 Habitat Determination Applications under the BCCP Public Participation process, and have issued 246 Participation Certificates for 11,856 acres of land in Western Travis County which landowners have mitigated under the Permit.

Requirements of the Permit include:

- 1) Minimum Preserve Acreage the BCCP Permit set a Preserve size of 30,428 acres and 62 specific karst features (including three cave clusters) as the minimum size.
- 2) Priority Macrosites the Permit identified four priority macrosites that are considered critical to the success of the BCCP, and lists these according to acquisition priority: Bull Creek, Cypress Creek, South Lake Austin, and North Lake Austin.
- 3) Configuration: Minimum Specifications for Priority Macrosites the BCCP requires that specific minimum acreage totals be acquired within each macrosite and also lists target acreage goals for each. When all target acreages in the seven macrosites are added together, they equal 30,428 acres, the minimum Permit acreage required. Configuration of each Preserve macrosite block must meet or surpass the minimum Preserve design standards that minimize the effects of habitat fragmentation, with no more than 20 percent of the total Preserve area occurring within 330 feet of the edge in each of the five largest macrosites.

As of June 2011, the City of Austin and Travis County and the other managing partners have acquired a total of 29,975 acres of the 30,428 acres (approximately 98.5%) of the minimum acreage required for the benefit the golden-cheeked warbler and black-capped vireo, and 45 of the 62 karst features listed in the BCCP have some form of protection. As of the end of June 2011, Travis County is currently managing 7,154 acres out of this total acreage with the remainder of the BCP acres managed by the City of Austin or other partners.

STAFF RECOMMENDATIONS:

Staff recommends that Travis County and the City of Austin as Permit Holders continue with acquisition and management of the Balcones Canyonlands Preserve land and continue to administer the BCCP Public Participation process as required by the BCCP Permit.

ISSUES AND OPPORTUNITIES:

The report found that Permit Holders still need to acquire 453 acres of habitat for the Warbler and Vireo to meet the minimum acreage requirement, plus an additional 17 karst features (including two cave clusters) for approximately 355 acres to complete the minimum acreage and caves required by the Permit. In addition, to meet the Preserve design configuration specifications outlined in the Permit, the Permit Holders are estimating that approximately 792 to 992 additional acres will be needed for the Warbler and Vireo. Therefore, the total acreage still needed for BCCP completion is approximately 1600 to 1800 acres. This is an estimate since the USFWS will make the final determination on the amount of additional acreage needed to meet the Preserve design configuration specifications.

Once all required actions are completed and a final "Completion Report" is submitted to USFWS, they will then review it and determinate compliance. USFWS may determine that the mitigation requirement has been completed or they may determine that additional acres or actions are still needed, and the BCCP Permit Holders will then work to complete these actions.

FISCAL IMPACT AND SOURCE OF FUNDING:

This report estimated that acquisition of this remaining 1600 to 1800 acres may cost from \$24 million to \$54 million. The majority of this acquisition cost is expected to be borne by Travis County, though some of the needed acreage may be acquired by the City of Austin or other parties. Funding for Travis County's portion of the land acquisition effort will come from Travis County's Tax Benefit Financing funds, and also BCCP Participation Certificate fees, grants, and land donations.

Biological monitoring and management of the Preserve are requirements of the Permit. Long term funding for the management of Travis County's portion of the Preserve land will be paid using the BCCP's Tax Benefit Financing mechanism which is a funding source for Travis County that provides funding for Preserve land acquisition and long term land management as established in the City of Austin and Travis County Interlocal Agreement/Shared Vision Agreement and included in the BCCP 10(a) permit.

Monitoring and management activities include boundary fence installation; baseline biological survey of all significant biological features (endangered species habitat, sensitive areas, creeks, springs, caves, rare plants, etc) and ongoing monitoring of these features for biological health; GIS mapping of all roads, trails and

environmental features; developing and conducting golden-cheeked warbler presence/absence surveys; maintaining roads and trails for staff use; management of populations of deer, feral hogs, brown-headed cowbirds, and red imported fire ants; management and oversight of adjacent developer activities on all preserve boundaries easements to prevent damage from erosion and sedimentation.

ATTACHMENTS/EXHIBITS:

Balcones Canyonlands Conservation Plan: Completion Task Group Report

REQUIRED AUTHORIZATIONS:

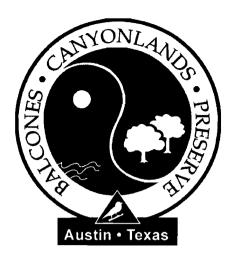
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	Division Director	TNR-NREQ	854-7212
John Hille	Assistant County	CA	854-9513
	Attorney		

CC:

Linda Laack	NREQ	TNR	219-6190
Leroy Nellis		PBO	854-9106
Bill Derryberry		PBO	854-9106
Melinda Mallia	NREQ	TNR	854-4460

: :

0701 - Parks Planning -



Balcones Canyonlands Conservation Plan: Completion Task Group Report

July 25, 2011

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1.0 Executive Summary

In May 1996, the U.S. Fish and Wildlife Service (USFWS) issued the City of Austin and Travis County (Permit Holders) a 30-year 10(a)(1)(B) permit (Permit) to authorize "incidental take¹" of 8 endangered species (golden-cheeked warbler, black-capped vireo, and 6 karst invertebrates) and 27 species of concern (2 plants and 25 karst invertebrates) (Permitted Species) associated with development activities in western Travis County. This Permit requires the perpetual preservation and management of the Balcones Canyonlands Preserve (Preserve) for the primary benefit of these species. The supporting document for this Permit, the Balcones Canyonlands Conservation Plan (BCCP), became the first regional multi-species, multiple-partner habitat conservation plan in the country. This report describes the requirements of the Permit and the associated Habitat Conservation Plan/Environmental Impact Statement (both the Permit and HCP/EIS hereafter referred to as "BCCP"), the current status of Balcones Canyonlands Preserve (Preserve) acquisition, a funding plan for completion, and recommendations on steps for completion.

This "BCCP Completion Task Group Report" provides a current status update on the BCCP completion progress. This document was written to inform elected officials, agency officials, BCCP managing partners, and the general public. Though it may inform the current discussion with USFWS, this document is not the final "Completion Report" document to USFWS. At completion of acquisition of the mitigation for the BCCP Section 10(a)(1) (B) permit, the Permit Holders will submit a "Completion Report" to USFWS demonstrating how the permit mitigation requirements have been met.

Through informal consultation with USFWS, the Permit Holders will seek their guidance now on the number of additional Wargler/Vireo acres above the *minimum* 30,428 acres that will be needed to meet the configuration specifications for the Warbler/Vireo. Similarly, the Permit Holders will also seek their guidance now on the number of caves and the level of karst protected needed to complete the BCCP, given that some of the 62 caves may be unattainable and it is possible that additional karst features may need to be acquired.

Once all required actions are completed and the "Completion Report" is submitted to USFWS, they will then review it and determinate compliance. USFWS may determine that the mitigation requirement has been completed or they may determine that additional acres or actions are still needed, and the BCCP Permit Holders will then work to complete these actions.

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¹ The Endangered Species Act defines "take" as "harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect any threatened or endangered species." Harm may include significant habitat modification where it actually kills or injures a listed species through impairment of essential behavior (e.g., nesting or reproduction).

The Preserve areas and caves serve as mitigation for Permitted Species in western Travis County and are to be acquired within the BCCP's 30-year time frame. The City of Austin and Travis County's shared vision is to complete Preserve acquisition within 20 years of the Permit issuance, by the year 2016.

As of June 2011, the City of Austin (COA) and Travis County (TC) and the other managing partners have acquired 29,975 acres of the *minimum* 30,428 acres (approximately 98.5%) required for the benefit the golden-cheeked warbler (Warbler) and black-capped vireo (Vireo), and 45 of the 62 karst features listed in the BCCP have some form of protection. The Permit Holders still need to acquire 453 acres of habitat for the Warbler and Vireo to meet the *minimum* acreage requirement, plus an additional 17 karst features (including two cave clusters) for approximately 355 acres to complete the Permit terms. In addition, the Permit Holders are estimating that approximately 792 to 992 additional acres will be needed to meet Warbler and Vireo Preserve design configuration specifications (see discussion in this report). Therefore, the total acreage still needed for BCCP completion is approximately 1600 to 1800 acres.

Table 1 summarizes the current status of the Preserve and the COA and TC's permit compliance. Acquisition methods for acquiring the remaining acreage will include fee simple acquisitions, conservation easements, donations, and land transfers. It is estimated that acquisition of this remaining 1600 to 1800 acres may cost from \$24 million to \$54 million. The majority of this cost is expected to be borne by TC using TC's Tax Benefit Financing funds, and also Participation Certificate fees, grants, and land donations. Description and analyses of Preserve design configuration specifications and performance are included in Tables 2 and 3.

Table 1. Preserve Completion Summary

14010 1, 11050	Table 1. Preserve Completion Summary BCCP/Permit Current Status and Still Needed to Complete						
	Requirements/Specifications	Comments	Permit Requirements				
	Acquire and manage a minimum	TBD- Approximately 28,213	TBD. Minimum of 215 acres				
	of 28,428 acres of existing and	Warbler acres (though may be	to be acquired and managed to				
	future habitat for the Warbler (defined as 11,086 acres of	reduced with some areas to be managed for Vireo habitat)	protect and restore Warbler				
	existing Warbler habitat when	managed for vireo nabitat)	habitat. Also, dditional acreage is needed to meet				
	the Permit was issued plus	(total 29,975 BCP acres minus	configuration specifications.				
	enhanced management to	1,762 acres managed for the	configuration specifications.				
	regenerate Warbler habitat in all	Vireo; This 28,213 acre					
	additional Preserve acreage that	Warbler number will need to					
	is not managed for the Vireo)	be refined since:					
		*some areas not currently					
		suitable for the Warbler will					
Golden-cheeked		need to be evaluated to determine if they could be					
Warbler		better managed to support					
		Vireos					
		* the status of the specific					
		locations of the 11,086 acres					
		of high quality Warbler habitat					
		required is TBD					
		* some habitat is being					
		managed for Warbler habitat					
		by allowed it to grow into Warbler habitat which may					
		require many years					
		* some areas are managed for					
		both BCVI and GCWA)					
	2,000 acres of potential habitat	Approximately 1,762 acres of	Minimum of 238 additional				
	managed for Vireo (defined as	potential habitat for Vireo	acres of potential habitat for				
Black-capped	933 acres of existing Vireo habitat when the Permit was		Vireo (note that some of the 28,213 acres currently listed				
Vireo	issued plus management to		for Warbler habitat will be				
V HCC	create an additional 1,067 acres		evaluated to determine				
	of Vireo habitat)		whether they could be				
			managed for the Vireo)				
	Total of 62 specific karst	45 protected to some degree	17 have no formal protection				
	features to be protected		and need to be acquired,				
Karst			management agreement established, or substituted.				
Invertebrates			Approximately 355 acres will				
			be needed to protect these 17				
			karst features				
	35 Endangered Species Caves	27 ES caves protected to some	8 privately owned ES caves,				
	(out of 62 total)	degree	not protected by BCP				
	27 Karst Species of Concern	17 SOC caves protected to	Privately owned and not				
	Caves (SOC) (out of 62 total)	some degree	protected by BCP - 9 SOC				
			caves plus 1 cave in BCCP listed as SOC which actually				
			has no known ES or SOC				
			1110 110 1110 111 115 01 500				

3 5	Specific Cave Clusters to be	1 Cave Cluster protected	2 additional Cave Clusters still
pro	otected (these are included in	(4 Points Cave Cluster)	need protection (McNeil and
the	e 62 caves requirement)		Northwood Clusters).
	_		Acreage needed for protection
			included in the 355 acres
			above.

2.0 Introduction

2.1 Balcones Canyonlands Preserve Completion Task Group

In 2007, TC Commissioners' Court directed TC staff to put together a team to develop a Preserve completion plan. The BCCP Completion Task Group was formed to answer the question "How can the Permit Holders complete the acquisition of Preserve land to meet the terms of the BCCP?" This report is the response to that question and will be shared with TC Commissioners' Court, the BCCP Coordinating Committee, and USFWS.

The goals of the Preserve Completion Task Group were to:

- Evaluate the BCCP and concisely interpret the Preserve requirements, goals and objectives to provide habitat for the 2 endangered birds (Warbler, Vireo), 6 endangered karst invertebrates, 27 species of concern (SOC, 25 karst species and 2 rare plants). These requirements include specifics on Preserve acreage, Preserve size, location of Preserve blocks, design configuration specifications (distance from Preserve perimeter and edge-to-area ratios), numbers of species individuals, etc.
- Determine the current status of the Preserve acquisition relative to the Permit and BCCP requirements.
- Recommend current acquisition priorities for completing the Preserve based on results of the Preserve evaluation.
- Determine options for acquisition funding and make recommendations for acquisition financing methods to complete Preserve land acquisition.
- Once the plan is approved, determine the best ways to provide information on the BCCP Completion Plan for groups such as elected officials, bond committees, landowners, the general public, etc.

The Task Group included three subcommittees:

- Preserve Design Sub-group (Permit details and ecological requirements) including a Karst subgroup
- Acquisition Financial Methods Sub-group (acquisition strategies)
- Outreach Public Education Sub-group (to be set up after the plan is approved to provide information to the public)

2.2 Background Information

2.2.1 Balcones Canyonlands Conservation Plan

Due to the presence of endangered species, urban development pressures, and the desire to create a streamlined mitigation approach under the Endangered Species Act, the Austin/Travis County community worked with the USFWS to develop the BCCP. In May 1996 this permit was issued to the COA and TC (Permit Holders). Several other entities including the Lower Colorado River Authority, Travis Audubon Society, The

Nature Conservancy, and private landowners also hold and manage land as part of the Preserve. Most of these are managing Preserve land under formal agreements or USFWS Permits. The Permit Holders will work to complete formal management agreements with any groups that are currently managing Preserve land informally. Due to the successes of this locally developed, community-based conservation plan, the BCCP has served as a model for other communities across the country.

In order for development within Western Travis County to continue, the BCCP required large blocks of habitat to be protected as mitigation while also authorizing the "take" of Warbler, Vireo, and karst habitat in western Travis County to allow for development in the area to continue. These large blocks of habitat are collectively called the Preserve. Under the BCCP, "take" was also allowed by the Permit Holders to accomodate necessary infrastructure and school projects.

The BCCP's balance of economic as well as habitat benefits has garnered the support of landowners, developers, and the local business community as well as local, state and federal agencies. The Preserve not only provides habitat and protection for the endangered species, but also provides important air quality, water quality, and open space benefits to communities in Central Texas.

2.2.2 Preserve Location and Design

The primary mitigation proposed in the BCCP for the incidental take of the Permitted Species and their habitats focuses on the establishment of the Preserve. In the early planning process for the BCCP, the Biological Advisory Team (BAT) developed a preserve design configuration that minimized fragmentation and promoted long-term population viability. It recommended the amount of acreage needed for each species and the locations of the best remaining habitat preserve blocks. The BAT recommended that 125,000 acres were needed to adequately mitigate for the expected habitat losses. However, following a fiscal and economic analysis, this recommendation was reduced by the BCCP planners to less than 75,000 acres, with a minimum of 30,428 acres to be managed by the Permit Holders as the Preserve and 41,000 acres to be managed by USFWS within the Balcones Canyonlands National Wildlife Refuge (BCNWR). The Preserve Acquisition Area occurs in habitat blocks which extend from Austin, northwestward toward the BCNWR.

To facilitate the planning of the Preserve, western Travis County was divided into 10 primary geographic units known as "macrosites," which generally encompass watersheds as separated by roads. The Preserve Acquisition Area consists of a number of large, closely spaced Preserve units within the macrosites that include the major remaining blocks of Warbler and Vireo habitat, and additional smaller preserve units for the other Permitted Species. Designation of macrosites was, for the most part, oriented around discrete habitat areas proposed for acquisition. Each macrosite was then assessed to determine its relative overall priority in terms of long-term viability and habitat quality. Seven of the 10 macrosites were determined to be priority for inclusion in the Preserve Acquisition Area and are discussed in this report (Section 3).

The BCCP shows the locations of the macrosites and the proposed Preserve Acquisition Area (BCCP Figures 3 and 4). The BCCP requires Preserve acquisition within or adjacent to the Preserve Acquisition Area, and the Permit Holders have been acquiring land within these boundaries (See Map 1 for the current Preserve ownership).

2.2.3 Preserve Species and Habitat

Golden-cheeked Warbler: This small endangered, insectivorous songbird nests only in juniper-oak woodlands of central Texas. The principle limiting factor is the presence of mature Ashe juniper with stripping bark, which is the Warbler's main nest construction component. Other factors conducive to nesting activity include oaks and other hardwoods, high availability of arthropod prey, large blocks of closed canopy woodlands with minimal internal fragmentation, and possible proximity to water. The principle threat to the Warbler and the reason for the species' emergency listing in 1990 is habitat destruction, modification, and fragmentation from urbanization and some range management practices. Other threats include declining oak regeneration, oak wilt disease, and urban proximity.

Black-capped Vireo: The Vireo is a small endangered songbird occurring in mixed deciduous/evergreen shrubland. Breeding Vireos use shrubby growth of irregular height and distribution with spaces between the small thickets and clumps and with vegetative cover extending to ground level. Vireo habitat has an early successional characteristic which historically would have been created by disturbance such as wildfires. Historically over time, this habitat type would have moved around on the landscape given that this would be an ongoing cycle of new areas being disturbed creating new habitat and historic Vireo habitat areas growing out of suitability. Primary threats include habitat loss due to urbanization and road development, over-grazing/browsing, natural vegetation succession, fire suppression, nest parasitism by brown-headed cowbirds, and nest predation.

Karst Invertebrates: Six species of endangered karst invertebrates occur in Travis County and are protected under the BCCP: Tooth Cave pseudoscorpion, Tooth Cave spider, Tooth Cave ground beetle, Kretschmarr Cave mold beetle, Bee Creek Cave harvestman, and Bone Cave harvestman. The Permit also includes 25 karst invertebrate species of concern (SOC), which were included under the "No Surprises" clause by USFWS to protect these rare species. "No Surprises" gives the Permit Holders future assurances that in case these species are ever listed as threatened or endangered, USFWS would not require the commitment of additional land, water or financial compensation. They would also not add additional restrictions on land, water or other natural resources beyond the level otherwise agreed to in the BCCP. USFWS agreed to honor these assurances as long as the Permit Holders implement the terms and conditions of the BCCP in good faith.

These invertebrate species inhabit karst topography characterized by numerous subterranean features, including caves, sinkholes, and fissures, formed by dissolution of Edwards limestone. The surface community above the karst is an integral part of the habitat because it buffers the internal environment from fluctuations in temperature and moisture, supplies the system with energy and nutrients in the form of detritus, leaf litter,

animal droppings, and cave visitors. The surface vegetation is also important because as dissolved nutrients infiltrate into the karst, vegetation serves as a potential pollution filter and a supplier of nutrients. Numerous karst systems in the Permit area are isolated from one another by noncavernous formations, river and stream canyons, and faults. As a result of this isolation, these systems tend to support a rich and diverse endemic biota. Major threats to these karst invertebrates include the filling-in or collapsing of karst features, alteration of drainage patterns, alteration of surface plant and animal communities, contamination, vandalism through human visitation and dumping, and the red-imported fire ant. Conservation requires protecting the subsurface environment, protecting adequate surface area needed to maintain the moisture and nutrient regime, and controlling fire ants and other non-native species.

Plants: The BCCP includes two plant species, the canyon mock-orange and Texabama croton, and states that the Permit Holders will protect all of the known populations of both species within the Preserve boundaries. For the canyon mock-orange, this includes the West Bull Creek, Bohls Hollow, and Hamilton Pool populations. The Texabama croton, known only from Pace Bend Park, is included in the Permit which requires the protection and management of its population there. Since all of the known populations of the canyon mock-orange and Texabama croton are within the existing Preserve system, they are not addressed further in this report. The Bracted Twistflower is a species mentioned in the BCCP but not given protection for "incidential take" under the BCCP. However, the Permit Holders pledged to protect this plant wherever it is located within the Preserve.

3.0 BCCP Requirements, Acquisition Guidelines and Strategy

3.1 Minimum Preserve Design Specifications

The BCCP includes the following minimum Preserve design specifications that are intended to provide guidelines to create a Preserve that would limit further fragmentation of habitat for the Permitted Species.

3.1.1 Minimum Acreage

The BCCP set a target Preserve size of 30,428 acres and 62 karst features (including three cave clusters) as the *minimum* necessary for Permit issuance.

The Preserve Acquisition Area included more than 35,000 acres to provide sufficient acreage to allow acquisition of the *minimum* 30,428-acre Preserve with the understanding that not all landowners would be willing sellers and to allow flexibility for landowners to develop their tracts under individual 10(a) permits with USFWS.

3.1.2 Priority Macrosites

The BCCP identifies four priority macrosites that are considered critical to the success of the BCCP, and lists these according to acquisition priority: Bull Creek, Cypress Creek, South Lake Austin, and North Lake Austin. Three other macrosites are also recommended as part of the Preserve system, but are not considered as high a priority for protection of the Warbler and Vireo populations: West Austin, Pedernales, and Barton Creek macrosites.

The BCCP identifies acquisition and protection within the Bull Creek macrosite as the highest priority for the Warbler, followed by securing Warbler habitat in the Cypress Creek macrosite to maintain contiguity within the Preserve and minimize the distance between the Preserve and the BCNWR.

3.1.3 Configuration: Minimum Specifications for Priority Macrosites

The BCCP requires that specific minimum acreage totals be acquired within each macrosite and also lists target acreage goals. The Preserve Acquisition Area within each macrosite area contains more acreage than the total Preserve target acreage needed to give some flexibility for acquisition since not all landowners are expected to be willing sellers. When all target acreages in the seven macrosites are added together, they equal 30,428 acres, the minimum BCCP acreage required.

The BCCP states that the configuration of each Preserve unit must meet or surpass the minimum Preserve design standards (summarized in Table 2 below), include the greatest amount of habitat for the Permitted Species that is possible, and minimize the effects of habitat fragmentation² and development inholdings to the greatest extent practicable, given existing biological and economic constraints. In an effort to reduce habitat fragmentation, the BCCP specifies that the configuration of the "minimum Preserve acreage" should have no more than 20 percent of the total area occurring within 330 feet of the edge in each of the five largest macrosites.

² Habitat fragmentation describes the emergence of discontinuities in an organism's preferred habitat. It can be caused by geological processes that slowly alter the layout of the physical environment or by human activity such as land conversion, which can alter the environment on a much faster time scale. Habitat fragmentation is frequently caused by humans when native habitat is cleared for human activities. Habitats which were once continuous become divided into separate fragments. After intensive clearing, the separate fragments tend to be very small islands isolated from each other. Habitat fragmentation includes reduction in the total area of the habitat, increase of the interior:edge ratio, isolation of one habitat fragment from other areas of habitat, breaking up of one patch of habitat into several smaller patches, and decrease in the average size of each patch of habitat.

Table 2. Configuration: Minimum Preserve Design Specifications

Macrosite	Priority	Minimum Area (acres)	Target Area (acres)	Edge-to-Area Ratio (%) ³
Bull Creek	High	5,200	5,638	<u>≤20%</u>
Cypress Creek	High	7,700	8,111	<u>≤20%</u>
North Lake Austin	High	3,000	5,117	<u>≤20</u> %
South Lake Austin	High	3,000	4,491	≤20%
Barton Creek	Medium	4,000	6,330	<u>≤20%</u>
West Austin	Medium		482	
Pedernales	Medium		259	
Total Preserve Size			30,428	

The BCCP also lists length and width goals for each macrosite and distances between macrosites. However, since Preserve blocks are large with complex shapes, it is not possible to determine specifically where and how this should be measured. Instead, the Permit Holders assume these specifications were built into the design of the Preserve Acquisition Area. Thus, acquisition of lands within the Preserve Acquisition Area and in accordance with above specifications should meet the intent of the minimum length, width, and distance specifications (See Map 1).

3.2 Management of Permitted Species

The BCCP states that the Preserve is to be managed to permanently conserve and facilitate the recovery of populations of the Permitted Species. This priority objective is to govern preserve management activities to improve Permitted Species habitat, while protecting the Preserve against degradation caused by urbanization of surrounding lands and increased public demand for recreational usage within the Preserve. The BCCP specifically requires control of human activities to eliminate or mitigate any adverse impacts of human activities to the Warbler and Vireo. It also requires the development and implementation of land management plans for the Preserve, its species, and individual tracts. The BCCP provides general land management guidelines for vegetation management, browse pressure, public access, problem animal control, springs and watercourses, research and monitoring, and species-specific management. Species-specific management strategies for all species emphasize strict regulation of public access, habitat protection and restoration, and minimizing threats from predators.

3.3 Golden-cheeked Warbler

The Warbler has been referred to as the "driving force" of the BCCP, with concerns for the Warbler's viability occupying center stage in the preserve design process. The stated

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³ Edge-to-area ratio (perimeter to area ratio) describes the amount of habitat exposed to edges. The patch shape may have a significant effect on habitat occupancy by forest birds. Research has shown the presence and abundance of forest birds is affected by patch size. Birds in the "core area" (defined as areas more than 100 meters or 330 feet from an edge) were more successful in breeding than in woodland fragments broken by open spaces. Patches that had elongated shapes, indented perimeters, or inclusions of open habitat within the fragment had fewer species and individuals than forest stands with compact shapes and unbroken perimeters. Patches with elongated shapes or indented perimeters have higher perimeter-area ratios than patches of the same area with compact shapes and unbroken perimeters. In addition, small patches generally have higher perimeter-area ratios than large patches.

goals of the BCCP are the establishment and protection of a viable population (estimated to be at least 500 to 1,000 effectively breeding pairs) within the Preserve and the concurrent protection of a viable population in the BCNWR.

Warbler habitat in western Travis County is widely considered to be the highest quality and least fragmented of any county within its range. The largest patches of high-quality Warbler habitat occur within the Bull Creek, North Lake Austin, and Cypress Creek macrosites.

The BCCP estimated a loss of up to 71% of the Warbler's habitat in western Travis County as a result of the Permit. To mitigate for this loss, the BCCP assumes that approximately 11,086 acres of the remaining Warbler habitat, including 7,152 acres of high quality habitat (Table 21 in the BCCP), would be acquired and managed within the Preserve, and that this acreage would be sufficient to support a viable population. The BCCP estimated an upper range of 665 to 1,330 Warbler pairs within the 11,086 acres, based on an estimated density of 15 to 30 pairs/250 acres (1 pair/8.3 to 16.7 acres). The Biological Opinion (document by USFWS associated with the BCCP) rounded this estimate to 700 and 1,400 pairs. These numbers are within the range believed to be the minimum necessary to support a viable population and provide a goal for the BCP. The BCCP further assumes that with enhanced management and protection, Warbler habitat regeneration would occur over the 30-year Permit period, for a total minimum habitat goal of 28,428 acres to be managed for the Warbler within the Preserve. This total Warbler habitat acreage is derived from 30,428 total Preserve acres minus 2,000 acres managed for the Vireo.

3.4 Black-capped Vireo

The BCCP estimated a loss of approximately 55% of the Vireo's habitat in Travis County as a result of the Permit. To mitigate for this loss, approximately 933 acres of the remaining Vireo habitat known to be occupied at the time the permit was issued would be acquired and managed, with enhanced management of an additional 1,067 acres of potential Vireo habitat, for a total minimum habitat goal of 2,000 acres within the Preserve. The BCCP recognized that this is not sufficient habitat to support a viable population of Vireos, but would contribute to the regional conservation of this species outside of Travis County.

The BCCP defines "potential Vireo management areas" as sharing a set of requisite geologic substrate, slope, and vegetational characteristics in common with actual occupied Vireo habitat in the BCCP area. However, at present, these potential Vireo areas lack the appropriate specific vegetative composition, structure, or age to be attractive to Vireos. Potential Vireo management areas should not be confused with suitable or actual (e.g., extant, occupied) Vireo habitat.

The BCCP recommends focusing potential Vireo management areas in portions of the Preserve that are not currently occupied by the Warbler. However, the Permit Holders recognize that some of the potential Vireo management areas recommended in the BCCP for protection in the Preserve system are currently Warbler habitat, and some areas are

currently being managed for both species. While the Vireo is the rarer of the two species in western Travis County, the blocks of Warbler habitat within the Permit area are among the most important within the Warbler's entire range. Combined with the fact that Warbler habitat is in essence old growth woodland with a long lead time for regeneration, it is, therefore, assumed that most of the potential Vireo management areas that are presently occupied by Warblers would best be retained and managed for the Warbler and not for the Vireo.

3.5 Karst Invertebrates

The BCCP requires protection of 62 karst features in Travis County, including 35 endangered karst invertebrate localities and 27 karst features that contain one or more of the 25 karst SOCs. Some of these caves are isolated, requiring protection in individual karst preserves, and others occur in cave clusters. The BCCP identified three cave clusters: McNeil, Northwood, and Four Points (BCCP Figure 21). Detailed hydrogeological investigations are required to adequately delineate the boundaries of the areas to be protected, and this has been completed for the Four Points cave cluster and the McNeil cave cluster.

The BCCP states that karst preserves will be appropriate in size and configuration in order for the species in the Preserves to be counted toward the Permit protection requirement. To be considered "protected", a karst preserve must contain a large enough expanse of continuous karst and surface area to maintain the integrity of the karst ecosystem on which each species depends. The size and configuration of each karst preserve must be adequate to maintain moist, humid conditions, air flow, and stable temperatures in the air-filled voids; maintain an adequate nutrient supply; prevent contamination of surface and groundwater entering the ecosystem; prevent or control the invasion of exotic species, such as fire ants; and allow for movement of the karst fauna and nutrients through the interstitium between karst features. In most instances, this will entail protecting the entire surface and sub-surface drainage area of each cave and enough of the surface vegetation community to support small animals and buffer against fire ant infestations that can eliminate native ant populations. In the absence of detailed hydrological studies for use in delineating cave preserve boundaries, land delineated by the contour interval representing the bottom of the cave should be targeted for preservation. Though not an acreage requirement of the BCCP, the USFWS (2008) recommends a minimum of 69 to 99 acres for an adequate karst preserve design, which may help guide acquisition decisions for the BCP. Acquisition areas around karst features should be as large as possible since these karst ecosystems are some of the most diverse in the U.S. and, once destroyed, can never be recreated.

The BCCP requires that each karst feature be acquired or protected under formal management agreements to preserve the environmental integrity of the caves. It further states that where the surface and subsurface hydrogeologic area around a cave identified for protection is not known, the area delineated by the contour level at the bottom of the cave will be managed for cave protection. In absence of such site specific information, no Participation Certificates will be awarded within 0.25 miles of the cave entrance until

the hydrogeologic areas are properly delineated. In some cases, this assumed distance may provide insufficient cave protection.

The BCCP allows for any of the 62 caves to be substituted with newly discovered karst features that have significant diversity of troglobitic fauna, contingent upon USFWS approval. The substitution would not increase the number of required caves, but would result in the new feature replacing a previously identified cave or caves. Substitution would likely include a consideration of factors contributing to the recovery of the Permitted Species. Selection criteria for new caves may include location within the same karst fauna region, similar species composition, and adequate preserve design/configuration. Substituting a new karst feature would require an administrative change to the Permit but would not require a major Permit amendment.

4.0 Evaluation of Current Preserve Acquisition Status

4.1 GIS Analysis

A Geographic Information System (GIS) analysis was conducted to evaluate the current status of Preserve completion.

Map 1: Preserve Ownership Map - depicts the location of the Preserve tracts and helps explain the status of meeting the Permit requirements. It shows the current BCP ownership status of the Preserve acreage acquired as of June 2011. Areas that have been acquired and managed as Preserve are shown in green. The acreages acquired to date within each macrosite and within the entire Preserve were calculated from information provided by the BCCP managing partners. The Permit Holders are required to acquire land within or adjacent to the Preserve Acquisition Area and all Preserve tracts shown on this map comply with that requirement.

A GIS analysis is in progress to determine the total acreage of core area within each macrosite. "Core" areas are defined as the acreage in the interior of the habitat block, and "buffer" areas are located 330 feet outward from the edge of the core area. These core and buffer acreages were used to estimate the edge-to-area ratio listed in Table 3. The "core" areas were measured to meet the minimum acreages in each macrosite. This GIS analysis is ongoing and the core-buffer analysis provides relative compliance information and will be completed for future reports.

Additional GIS analyses are also in progress for the Warbler, Vireo, and karst invertebrates (see below).

4.2 Evaluation of Minimum Preserve Design Specifications

4.2.1 Evaluation of Minimum Total Acreage

As of June 2011, the acreage currently acquired and protected in the Preserve totals 29,975 acres (See Map 1). To meet the minimum required BCCP acreage, the Permit Holders will need to acquire a *minimum* of 453 acres of additional Preserve land. An estimated 355 additional acres are needed to protect karst invertebrate habitat (see Karst section below). Based on the estimated Preserve design configuration specifications in the BCCP, it is estimated that an additional 792 – 992 acres will still be needed to meet

these configuration specifications. The final determination of how many additional acres are needed above the minimum 30,428 acres for the Warbler/Vireo will be determined by USFWS. These include meeting minimum and target acreage in the macrosites, and edge-to-area ratio specifications (core and buffer), primarily in the Bull Creek and North Lake Austin macrosites.

4.2.2 Evaluation of Minimum Specifications for Priority Macrosites

The "gross" acreage refers to the total acreage acquired to date. Based on the GIS analysis (See Map 1) and the gross acreage acquired, the minimum Preserve acreage in each macrosite has been met for all except the Bull Creek macrosite, which lacks at least 176 acres to meet the gross specified minimum acreage (See Table 3). The Bull Creek macrosite still lacks the minimum acreage needed. "Target acreage" refers to the BCCP acrage specifications in each individual macrosite which all added together equil the 30,428 acre *minimum*. Since not all target acreage has been acquired in the other macrosites, additional acreage is still needed to complete the total Preserve acreage required. The Permit Holders will continue to work to acquire the minimum and target acreages, particularly in the Bull Creek macrosite.

Since it is likely that not all private landowners will be willing sellers and it may not be possible to acquire all of the minimum or target acreage within each macrosite, the additional needed acreage may need to be acquired in other macrosites within the Preserve Acquisition Area or adjacent to the Preserve Acquisition Area boundary.

All macrosites except the North Lake Austin macrosite meet the minimum edge-to-area specification of ≤20%. However, further analysis has determined that even with complete acquisition of lands within the Preserve Acquisition Area, the original Preserve acquisition design for this macrosite is too fragmented and cannot achieve this specification.

There is sufficient land available for acquisition within the whole Preserve Acquisition Area or adjacent to acquire the required BCCP minimum acres and target acreage. More specifically, there is sufficient acreage in 6 of the 7 macrosites (except for the North Lake Austin macrosite) to meet the edge-to-area ratio specification as long as additional tracts within the Preserve Acquisition Area are acquired. Since not all remaining landowners within the Preserve Acquisition Area are expected to be willing sellers, the Permit Holders are also working to acquire land outside of and adjacent to the Preserve Acquisition Area boundary.

Table 3. Current Acreage and Edge-to-Area Ratios For Each Macrosite

	Barton	Bull	Cypress	No. Lake	So. Lake	West	Pedernales
	Creek	Creek	Creek	Austin	Austin	Austin	
	Macrosite	Macrosite	Macrosite	Macrosite	Macrosite		
Gross Preserve	6,103	5,024	8,676	5,379	4,060	478*	259
Acreage Currently							
Owned (as of							
6/30/2011)							
Minimum	4,000	5,200	7,700	3,000	3,000	482	259
Acreage/macrosite							
(BCCP Required)							
Target	6,330	5,638	8,111	5,117	4,491	482	259
Acreage/macrosite							
(BCCP							
Specification)							
Meets Required	Yes	No	Yes	Yes	Yes	Yes	Yes
Minimum							
Acreage/macrosite							
% Edge-to-Area	17.1%	19.4%	18.5%	23.4%	17.1%	N/A	N/A
Ratio **							
Meets BCCP	Yes	Yes	Yes	No	Yes	N/A	N/A
Required							
Maximum Edge-							
to-Area Ratio -							
less than 20%							

^{*} Specific tracts were included from start BCCP and acquisition considered complete.

4.3 Evaluation for Golden-cheeked Warbler

The BCCP requires a minimum of 28,428 acres to be managed to protect existing and restore additional Warbler habitat. Currently, 29,975 acres of land have been acquired for the Preserve. With approximately 1,762 acres of potential habitat currently managed for the Vireo (see below), this theoretically leaves approximately 28,213 additional acres that should be under an enhanced management program to promote Warbler habitat within the rest of the Preserve. Because the Warbler inhabits mature, closed canopy woodlands, habitat regeneration in some areas could take fifty years or more (BAT 1990). Thus, protecting existing Warbler habitat within the Preserve is the highest priority for the Warbler. In addition, the Permit Holders are evaluating areas within the Preserve that are not currently occupied by Warblers or Vireos to determine which of the two species these areas should be managed for.

The Permit Holders are working to determine whether the Preserve currently supports the minimum 11,086 acres of Warbler habitat existing since the time the BCCP was issued, including the 7,152 acres of high quality habitat discussed in the BCCP. To assist with this effort, the COA has contracted with Dr. Joseph White, Baylor University to estimate woodland stand ages within the Preserve based on an analysis of a decadal series of historical aerial photos from 1940 to present. Since Warblers depend on mature Ashe juniper-oak woodlands, stand age may be a critical factor in assessing habitat quality for this species. The results of this project will be used to help refine the location and amount

^{**}Acreage derived by GIS analysis (30 August 2010). Analysis calculation does not include acreage of later acquisitions and needs to be updated. This is the percentage of Buffer Edge to Core Ac.

of high quality Warbler habitat and identify potential areas within the Preserve that could be managed for the Vireo.

The Permit Holders currently estimate that the Preserve supports about 1,005 pairs of nesting Warblers, which is within the range that the BCCP deemed necessary to support a viable population. This very cursory estimate is based on 2007-2010 survey data and should be used with caution.

COA and TC staff estimated the number of territories per tract based on intensive 100-acre study plots and more limited presence-absence surveys across a broader area of the Preserve. COA staff estimated 447 territorial males within their 13,598 acres, for a density estimate of 1 territorial male/30.4 acres. TC staff estimated 507 territorial males within their 7,154 acres, for a density estimate of 1 territorial male/14.1 acres. The differences in these density estimates may reflect real differences in habitat quality and numbers of Warblers, as well as differing levels of survey effort, observer differences, and/or other factors. BCP partners recognize the need for, and are currently working with the U.S. Forest Service (discussed below) on a more consistent and rigorous methodology to obtain reliable estimates of density and abundance across the entire Preserve.

Based on these very rough estimates, the combined COA/TC acreage (20,752 acres) may support about 954 territorial Warbler males. If the remaining 9,223 acres of Preserve land that is not managed by the Permit Holders was similarly counted using the conservative density estimate of 1 territorial male/30.4 acres (303 territorial males), this would total approximately 1,257 territorial Warbler males within the existing 29,975 acres of Preserve land. Assuming that not all males are mated and an overall 80% pairing success, a cursory estimate is currently 1,005 nesting pairs within the Preserve.

In February 2011, the City of Austin initiated a project with the U.S. Forest Service to develop population viability and habitat suitability models for the Warbler within the Preserve. This project will focus on four primary questions: 1) What is the absolute abundance of the warbler on the BCP and on individual macrosites?, 2) How do demographics (e.g. density, productivity, survival, dispersal) vary with landscape and habitat factors (e.g., vegetation cover, land use, stand age, composition, slope, aspect, etc.)?, 3) How viable are these populations?, and 4) How do various management scenarios influence population viability? To answer these questions, estimates of warbler abundance, fecundity, recruitment, dispersal, survival, and habitat characteristics will be gathered across space and time within the Preserve. This project will use the research that is currently underway by Dr. Joseph White/Baylor University to estimate woodland stand age, successional pathways, and fire histories within the Preserve (discussed above) to evaluate how land use changes have affected Warbler abundance, demographics, and habitat quality. Linking Warbler monitoring data with landscape and habitat information will allow for a better understanding of factors influencing habitat suitability, predictions of population viability, and development of adaptive management strategies to promote the survival and recovery of the Warbler.

4.4 Evaluation for Black-capped Vireo

Within the 29,975 total acres in the Preserve, the current estimate of potential Vireo habitat totals 1,762 acres of the required 2,000 acres. For this report, the current acreage of Vireo habitat is defined as:

- areas occupied by the Vireo since the Permit was issued that the Permit Holders plan to continue managing for the Vireo, or
- areas where vegetation has been managed with the intent to create Vireo habitat with the expectation of it becoming occupied Vireo habitat, or
- areas that Permit Holders include in land management plans to manage for Vireo on Preserve land in the future

The Preserve currently protects most of the Vireo habitat areas outlined in the BCCP, and additional Vireo habitat areas are also being managed for this species. Consistent with the recommendations in the BCCP, the Permit Holders are evaluating the potential to create Vireo habitat in areas within the Preserve acreage that are not currently suitable for either the Vireo or the Warbler and manage them for Vireo habitat rather than for future Warbler habitat. Since Vireos occupy an earlier successional stage, actively managing to create Vireo habitat may be a more realistic option in some areas than trying to restore mature, closed canopy woodlands. This would also protect existing Warbler habitat from conversion or fragmentation to create Vireo habitat.

Although managing separate areas has been our traditional approach, in an effort to implement adaptive management, staff is continuing to investigate whether revision of this idea of separate management areas for each species is warranted and if not, how to refine this idea. The appropriate balance between the habitat management requirements of these two endangered songbirds will continue to be reexamined as further research is available and as individual management plans for the Preserve are written.

The Permit Holders still consider the acquisition of additional Vireo habitat outside of the original Preserve Acquistion Area as a viable option to meet the terms of the Permit if deemed necessary to meet the terms of the BCCP. If the habitat is not adjacent to the Preserve Acquisition Area, this may require an amendment to the Permit.

4.5 Evaluation for Karst Invertebrates

A summary of the current status of Karst Invertebrate protection is provided in Table 1. A total of 45 of the 62 required karst features have some degree of protection (See Table 4).

Table 4: Management Status of Protected Caves

Management Status of	Protected by
Protected Caves	
34	COA, TC, The Nature Conservancy
6	Privately-owned, Individual 10(a)(1)(B) permits
2	Privately-owned, Section 7 consultations with USFWS (one has setback and land
	management plan with COA)
1	Privately-owned, Private Landowner Agreement with COA
1	Privately-owned, Texas Cave Management Association
1	Privately-owned, within Critical Environmental Feature setback, COA requirement
Total 45	

The remaining 17 karst features are privately owned with no formal protection. Although acquisition efforts are continuing, not all of the remaining 17 unprotected caves may be available for acquisition from willing sellers and some caves may no longer provide quality habitat for the permitted species. Some of the 17 caves are located in the Northwoods and McNeil Cave Clusters. Protection of these Cave Clusters will require acquisition of acreage large enough to protect the karst ecosystems for several caves including cave drainage basins and cave cricket foraging areas. A detailed hydrological investigation for the McNeil Cave Cluster was completed in December 2010 and will assist in delineating the area needed for protection. The Northwoods and McNeil Cave Clusters are still privately-owned, with 5 of the 8 unprotected endangered species caves held by one landowner that is not currently a willing seller.

TC has acquired and is protecting the Four Points Cave Cluster.

A Karst Analysis is underway to determine the current degree of protection of each of the 62 caves. Full protection is determined by the presence of sufficient buffer areas around the cave entrances, the cave footprints, cave cricket foraging areas, and surface and The ongoing analysis indicates that some of the 45 subsurface drainage basins. "protected" karst features have adequate preserve size/configuration to fully protect the features while others are not as well protected. Examples of inadequate protection include insufficient setbacks due to conditions that existed before the Permit was issued and that preclude complete protection of the recommended preserve areas. While the entrances of these karst features may be protected, the surface and subsurface area needed to protect the karst ecosystems may not be adequate. Appropriately sized setbacks are needed to encompass cave cricket foraging areas and surface drainage basins. Unfortunately, pre-existing development such as subdivisions, roads, power lines, and septic lines have made complete protection of these caves impossible. Permit Holders will continue to do what is reasonable to protect these features from pre-existing development.

This Karst Analysis will also be completed for as many of the 17 unprotected caves as possible. However, full analysis of these privately-owned caves may be difficult because not all landowners are willing to grant access to verify the specific location of the caves. A preliminary analysis was completed to identify the approximate number of acres needed to assure permit compliance for karst species. This analysis only included the

total number of undeveloped acres within the 105 meter cave cricket foraging area plus a 100 meter buffer (total - 205 meters around each cave entrance). No other factors (i.e. cave footprint, drainage basins) were included since they are substantially unknown for these features. This analysis estimated that approximately 355 acres may be needed to protect the remaining 17 karst features.

The following lists the Permit Holders' priority order for acquisition/protection of the 17 unprotected karst features based on habitat type and species priorities:

- 1. Features within a cave cluster (McNeil, Northwood) -6 caves
- 2. Features containing endangered species -2 caves
- 3. Features containing species of concern (SOCs) 8 caves
- 4. Features that have no known listed species or SOCs 1 cave (or staff may propose replacement of this feature)

The Permit Holders will continue to work to acquire these karst features if they are still available for protection. Some of the area needed to protect the karst ecosystems may already be so compromised that it may be more effective to substitute another karst feature for the impacted one. The BCCP allows for the substitution of karst features in place of one or more of the 62 karst features with the approval of the USFWS under an administrative amendment to the Permit. Deciding which of the 17 unprotected caves to acquire and which to substitute with other caves that have significant diversity of troglobitic fauna will depend on a number of factors. After consulting with USFWS on this, selection criteria for substitute caves may include location within the same karst fauna region, similar species composition, and adequate preserve design and configuration.

Further karst analysis will help determine which of the 17 unprotected karst features still contain important habitat worthy of acquisition versus if they should be substituted with more beneficial caves. Examples of caves which may need to be substituted include Bee Creek Cave that may be too degraded from surrounding development and Armadillo Ranch Sink which currently is not known to contain any of the Permitted Species. Another example candidate for substitution is Spanish Wells Cave, since the exact location is not known and karst experts have not visited the cave since the 1970s. The Permit Holders will seek USFWS guidance to evaluate the feasibility of replacing these features with new features found on existing Preserve land since 1996.

5.0 Evaluation Discussion

5.1 Management Challenges for Permitted Species

Pressure to increase public access to the Preserve will continue to require attention to ensure that access is consistent with the BCCP and doesn't interfere with the management efforts needed to support sustainability and regeneration of Warbler and Vireo habitat. Some types of habitat management and restoration activities that are critical to promoting hardwood regeneration, particularly the management of deer and hogs, are not possible in areas with public access (such as Emma Long Metropolitan Park and the Barton Creek Wilderness Park and Greenbelt). Trails also create openings in the

habitat, which decrease habitat quality and increase exposure of nests to predators. To date, closing trails during the breeding season has not been a realistic option. With limited ability to sustain and restore Warbler and Vireo habitat, unrestricted public access can present a serious impediment to BCCP compliance.

Another management challenge, particularly for the Vireo, is managing sufficient Vireo acreage to meet the terms of the BCCP. The BCCP does not allow conversion of Warbler habitat into Vireo habitat and recommends focusing Vireo habitat management in areas not currently occupied by the Warbler. However, continuing with adaptive management efforts, since Vireo and Warbler habitat do overlap in some areas within the Preserve, staff will continue to investigate whether some areas can be successfully managed for both bird species at the same time. Staff will also investigate possible management of specific locations for each species in the Preserve over a longer planning horizon.

Since these species occupy habitats that are essentially at opposite ends of the spectrum of habitat succession (i.e., open shrub community vs. closed-canopy, older growth woodland), one of the main purposes of the woodland stand age study (see Section 4.3 Evaluation for Golden-cheeked Warbler) is to identify potential areas for Vireo management without impacting high quality Warbler habitat. Emphasis will be placed on identifying areas that are in an earlier successional stage that would be more suitable for active Vireo habitat management than for the Warbler. Once the stand age mapping project is complete, the Permit Holders will complete their GIS analysis of all possible Vireo habitat locations within the Preserve based on known Vireo sightings, geology, soils, vegetation, stand age, etc. and develop a plan for long-term management of all these areas to achieve the total Vireo habitat acreage required.

5.2 Additional Acreage Needed

The question has been asked – is there still the number of acres available to acquire in each macrosite within the Preserve Acquisition Area to meet this Preseve acreage goal and is there enough land left to meet the design configuration specifications? This evaluation found that there are currently enough acres available within the original Preserve Acquisition Area to complete acquisition of the required minimum of 453 additional acres of Warbler and Vireo habitat needed and the additional acres needed to complete the Preserve design configuration specifications. There is sufficient acreage in 6 of the 7 macrosites (except for the North Lake Austin macrosite) to meet the edge-toarea ratio specification as long as additional tracts within the Preserve Acquisition Area are acquired. The Permit Holders will continue working to acquire as much of the remaining acreage within this Acquisition Area as possible. However, if it is not possible to acquire some key parcels within the Preserve Acquisition Area, additional acreage may need to be acquired outside of and adjacent to this Preserve Acquisition Area boundary. Also, if it is not possible to acquire some tracts needed for configuration purposes, additional acreage above the *minimum* 30,428-acre figure may need to be acquired in order to meet the configuration specifications outlined in the BCCP. This will likely be needed to make up for fragmentation impacts from losing key tracts and to meet the edge-to-area ratio specifications. If sufficient land is not available for acquisition within or adjacent to the Preserve Acquisition Area, additional acreage may need to be acquired outside of these habitat blocks in order to complete the BCCP and would likely require a Permit amendment.

If key tracts within the Acquisition Area are not available from willing sellers and if any caves listed in the BCCP are not available for acquisition, the Permit Holders will consult with USFWS to determine how to provide the needed Warbler/Vireo habitat acreage and caves. The specific number of additional acres that would need to be acquired for Warbler/Vireo habitat or specific number of additional caves are not known at this time since USFWS will make the final determination on compliance with the Preserve design configuration specifications and how much additional acreage would ultimately be needed. Though the goal of the Permit Holders was to complete acquisition by 2016, the BCCP is a 30-year permit which has until 2026 (15 additional years remaining) to complete the Preserve requirements.

5.3 North Lake Austin Fragmentation Edge-to-Area Ratio Gap

The BCCP specifies that a minimum of 3,000 contiguous acres be protected in the North Lake Austin macrosite. The configuration of this core area should allow no more than 20 percent of the preserve area within 330 ft. of the boundary (the "core" area is defined as the acreage in the interior of the Preserve block, with the "buffer" areas located 330 feet from the inside edge of the perimeter of the core area). However, in the North Lake Austin macrosite, this specified configuration may be impossible to meet due to the fragmentation inherent in the original Preserve Acquisition Area design for this macrosite (see Map 1). This evaluation found that even if all tracts within the original Preserve Acquisition Area were acquired for the North Lake Austin macrosite, this edge-to-area ratio in the macrosite specifications could not be achieved. This is primarily due to the fact that two distinct preserve blocks with irregular configurations were targeted for acquisition within this macrosite (i.e., two Preserve blocks have a greater edge-to-area ratio than one block). In addition, not all landowners in key tracts may be willing sellers. Regardless, the Permit Holders are continuing to work to acquire key tracts within the North Lake Austin macrosite and the larger Preserve Acquisition Area.

6.0 Acquisition Financial Evaluation Results and Discussion

6.1 Acquisition Options

This evaluation worked to determine the best financial methods to complete acquisition of the Preserve. It was determined that completion will require a combination of several acquisition methods depending on the specific needs of the seller and buyer. Table 5 identifies the acquisition options that may be used and some of the advantages and disadvantages of each.

All of these acquisition options may be used when appropriate. TC considers the first three options (in **bold**) as the most cost-effective and likely options and will consider these first during TC negotiations.

Table 5: Acquisition Options

Type of Acquisition	Advantages	Disadvantages
Pay-as-you-go fee simple land	Less expensive than longer	Slower purchase of tracts over
acquisition	term purchases.	time as funds are available.
Purchase Conservation	Less expensive than fee simple	Long term costs higher for land
Easements	acquisition.	management. There are also
		frequent problems with future
		CE owners that lead to
		increased management costs
		and potential habitat loss.
Seek USFWS Section 6	Help stretch local dollars.	Continued federal funding for
Matching Grants (ex. 75% fed		this program is uncertain and
and 25% local match)		may not be available for
		remaining tracts since available
		tracts are now less competitive.
		May need more than one
		endangered species to be
		competitive for grants, and
		competition has increased
		nationally for these grants.
Donation of land or Conservation	Less expensive than acquisition. Only	Not many of these can be expected.
Easements	accept tracts within Preserve	_
	Acquisition Boundaries or adjacent.	
Conservation Buyer Agreements	Protects land now from being lost or	Unknown future cost which could
Will to B. A. College	developed.	increase total acquisition costs.
Widening Preserve Acquisition Area	May help reduce acquisition costs.	May take funding away from tracts
to reduce land costs	May help complete total ac. requirement if land within Preserve	within Preserve Acquisition Areas, which were designed to protect the
	Acquisition Boundaries is not	highest quality habitat. Would likely
	available.	require Permit amendment.
Lease-Purchase (Installment Sale)	Protects land now from being lost or	More expensive in current dollars
Agreements – Preserve partner and	developed.	but not more in future dollars.
Seller		Negotiating the deal could be time
		consuming and complex.
Third party Lease-Purchase	Protects land now from being lost or	Unknown future cost which could
Agreements Purphysing "Pights of First Polyage"	developed.	increase total acquisition costs.
Purchasing "Rights of First Refusal" for potential Preserve Tracts	Protects land now from being lost or developed.	Much more expensive in the long run. Negotiating the deal could be
for potential reserve fracts	developed.	time consuming and complex.
Tracts acquired by other than TC –	Helps complete Preserve sooner.	Acquisition cost and management
such as COA or LCRA	1.1.ps complete i reserve sooner.	costs for COA, LCRA or other
		entities.
Encourage additional COA	Helps complete Preserve sooner.	Acquisition cost for COA. Long
acquisition in exchange for long-term		term management costs for TC.
County management support	D	
Pursuing acquisition participation	Brings in additional funding and	Not clear how to encourage these
from TxDoT and other Infrastructure providers benefiting from the Plan	helps complete Preserve sooner.	agencies to provide acquisition
Increasing BCCP Public	Brings in additional funding and	funding. USFWS may not be able to achieve
Participation by encouraging	helps complete Preserve sooner.	this.
additional USFWS endangered		
species enforcement		
Increasing Preserve Participation	Helps complete Preserve sooner.	The funds from PCs are generally
Certificate Fees to generate more		low and not sufficient to contribute
revenue		much to speed up land acquisition.
Decrease or eliminate Participation	Could encourage increased	Would reduce acquisition and
Fees to encourage participation and	participation under the BCCP and	management funding for COA and
i	therefore increase acquisition funds	TC. In the past, USFWS was not
increased Tax Benefit Financing (TBF)	for Tax Benefit Financing.	supportive of total elimination of the

		fees.
Certificates of Obligation against future Tax Benefit Financing (TBF) revenue	Would provide funding to acquire land sooner at a lower cost and would protect the land now from being lost or developed.	TC Financial staff have not supported this option and say TC Voters opposed the BCCP bond election in 1993 and are not willing to consider this option now.
Identify additional revenue sources	Additional revenue sources should continue to be explored.	It is not clear what these sources would include and how this would work.
Cash donations by the public to help acquire land	Another group such as a Friends Group would have to handle this since it is difficult for governmental agencies to solicit donations.	It is not clear what group would then solicit and handle public donations and how this would work.
Include additional agency owned land (Parkland or Water Quality land)	This would add preserve land and help complete the preserve faster at a lower cost.	If this land is located outside BCCP Acquisition Boundaries, this would require a Permit amendment. It is not clear that these added tracts would meet Permit and USFWS criteria.
COA and/or TC bond election	Would provide funding to complete the preserve faster.	It is possible that these agencies may decide to do future bond elections. Since the first TC bond election failed in 1994, TC Financial staff and elected officials have consistently rejected holding another bond election.
For Karst Features and Cave Clusters: Private landowner agreement (for example, landowner provides protection; Preserve provides management, monitoring, etc.)	Though fee simple acquisition or purchased conservation easements is preferred, some landowners may not be willing sellers and may prefer management agreements. These agreements would help if acquisition is not possible.	Unclear if landowners would be interested in this. May still not adequately protect the karst features.
For Karst Features and Cave Clusters: COA agreements on setbacks/protection during development review process	Though fee simple acquisition or acquisition of conservation easements is preferred, some protection through setbacks in the development process is better than none.	Unclear if landowners would be interested in this. Likely not adequate for complete protection due to limits of legal authority to require an inadequate setback size.

6.2 Acquisition Completion Cost Estimates

The total number of acres needed to complete acquisition may vary depending on which specific tracts are acquired and which are not available due to lack of willing sellers. To complete the Preserve design configuration specifications, additional acres beyond the *minimum* of 30,428 acres of Warbler/Vireo habitat listed in the BCCP will need to be acquired, plus additional acreage for protection for caves and cave clusters. For these costs estimates, a total of approximately 1,600 - 1800 acres is estimated to be needed to complete the Preserve. This includes 453 acres to meet the minimum 30,428 acre requirement, plus approximately 355 acres karst habitat for the remaining 17 karst features and 2 cave clusters, plus approximately 792 to 992 additional acres needed to meet Preserve design configuration specifications needed in the Bull Creek and North Lake Austin macrosites.

If key tracts are not available from willing sellers and configuration specifications cannot be met, the Permit Holders will consult with USFWS who will make a determination of the number of acres needed to replace Warbler/Vireo habitat that cannot be be acquired within the Acquisition Area. If some of the Warbler/Vireo habitat within the Preserve

Acquisition Area cannot be acquired, it is likely that the total acreage needed would be higher than the original *minimum* BCCP acreage.

The cost to acquire this total acreage is estimated to range from approximately \$24 million to \$54 million. This cost range reflects uncertainties discussed as the assumptions under the Potential High Cost Scenario and the Potential Low Cost Scenario listed in Table 6, below. It is assumed that TC would be the main agency to acquire this remaining acreage, though some additional acreage may be acquired by the COA or other entities.

When acquiring land, TC uses independent appraisers to determine the value of specific tracts. In the last 3 years, acquisition costs for TC Preserve land have ranged from a low of \$13,000 per acre to more than \$300,000 per acre depending on factors such as location, access to roads and utilities, views, topography, presence of endangered species, development approvals, federal permit held, highest and best use, etc. In addition, cost estimates reflect factors such as the owners asking price, current market value, availability, and average prices TC has recently paid for land in this area. The figure of \$30,000 per acre⁴ will be used here for this acquisition cost estimate since it reflects the approximate average price per acre TC has paid to acquire Preserve land. It is possible that some tracts may appraise for far more than this and others far less.

_ 1

⁴ Actual Cost average per acre of \$29,436 for the 3008 acres acquired for Preserve by TC since 2002. This does not include land transferred without cost such as conservation easements, 10(a) permit mitigation land transfers, or donations.

Table 6: BCCP Completion Cost Estimates*

Scenario	Acquisition Method	Cost	Assumptions
Acquire 1,600 to 1,800 acres	100% Fee Simple Purchase	Average cost per acre = \$30,000 Total cost = \$48 – 54 million	 Purchase available tracts within BCCP Acquisition Area If landowners within target acquisition areas aren't willing to sell, additional acreage purchased outside preserve boundary
Acquire 1,600 to 1,800 acres	Fee simple purchase, conservation easement, & donation	Average cost per acre = \$15,000 Total cost = \$24 - \$27 million	 ½ acres purchased fee simple at average cost \$30,000/acre ½ acres donated or acquired by by conservation easement
Acquire 2,100 acres (1,500 acres within BCP Acquisition Area and 600 acres outside Acqisition Area)	Fee simple purchase	1,500 acres @ average cost \$30,000/acre = \$45 million + 600 acres @ average cost \$15,000/acre = \$9 million Total: 2,100 acres \$54 million	 May be necessary to substitute outside BCP Acquisition Area if landowners unwilling to sell 600 Warbler or Vireo acres outside preserve = 300 acres not acquired inside or adjacent to BCP Acquisition Area Buy larger property at lower cost, farther from Austin.

^{*} Costs listed here assume current acquisition costs. Each future year could add an additional 1-7% per year due to changes in the value of land in the real estate market.

6.3 Acquisition Funding Sources

Funding for acquisition efforts is anticipated to continue to come from several sources including TC's Tax Benefit Financing (TC's main funding source), as well as Grant Funds and BCCP Participation Fees. Note that TC is currently still using existing acquisition funds received in previous years. TC's future land acquisition projects will be paid for with both current and future funds from these sources. The COA may continue to acquire additional properties when possible.

6.3.1 Travis County's Tax Benefit Financing

The primary funding source for land acquisition by TC is the Tax Benefit Financing (TBF, formerly called the TIF). The TBF was established by the Interlocal Agreement/Shared Vision between TC and COA in 1995 to fund TC's Preserve land acquisition obligations. The Agreement describes the TBF as a key component of TC's acquisition funding plan in achieving the goals set forth in the Permit:

"Provide an annual appropriation in an amount equal to 100% percent (100%) of the operations and maintenance (O&M) portion of tax revenue from new

construction on property for which Participation Certificates were purchased, or for which mitigation rights were purchased from a party to this Agreement, or which is utilizing the Permit, as set forth in more detail in subsection 4.1 (b) below, which shall be used to complete land acquisition for the preserve and to fund capital costs for its acquired and designated preserve system lands in accordance with Article V of this Agreement. After preserve system land acquisition is complete, the annual appropriation may be reduced to an amount equal to the County's annual land management costs for its acquired and designated preserve system lands in accordance with Article V of this Agreement".

Because TBF funds are tied to development, the dollar amount generated over time varies directly with the value of improvements on parcels benefiting from the plan. Rapidly increasing valuations over the past several years have generated TBF funds at a rate exceeding original TC Planning and Budget Office projections.

In Fiscal Year 2011 (FY11), TC's Preserve program received approximately \$9.5 million to use for Preserve acquisition. The TBF process is expected to generate a similar amount annually until all Preserve land has been acquired. The total future funds anticipated to be generated from TBF funds for TC land acquisition from FY12-FY16 (5 years @ \$9 million/year) would total approximately \$45 million. However, it is anticipated that the remaining Preserve land can be acquired for a lower total cost given that some acreage may be acquired at a lower cost through Conservation Easements rather than all of the needed acreage acquired fee simple. As outlined in the Interlocal Agreement/Shared Vision, after all Preserve land has been acquired, this TBF amount will be reduced to an annual sum needed to support TC's long-term Preserve staffing and operation and management funding needs.

6.3.2 Participation Certificate Funding

Participation Certificate (PC) fees collected from landowners provide funding to both the COA and TC for land acquisition and land management. The PC funding mechanism was established by the Interlocal Agreement/Shared Vision between TC and the COA in 1995 to help fund Preserve land acquisition and land management obligations. These mitigation fees are collected from landowners that participate under the BCCP to mitigate for habitat loss on private land (see Table 7).

Table 7: BCP Participation Certificate Funds Received

	Total PC Funds	50% share to COA	50% share to TC
	Received		
FY1997	\$111,480	\$55,740	\$55,740
FY1998	\$810,818	\$405,409	\$405,409
FY1999	\$728,032	\$364,016	\$364,016
FY2000	\$620,446	\$310,223	\$310,223
FY2001	\$2,362,203	\$1,180,601	\$1,180,601
FY2002	\$518,050	\$259,025	\$259,025
FY2003	\$176,288	\$88,144	\$88,144
FY2004	\$312,399	\$156,199	\$156,199
FY2005	\$2,082,100	\$1,041,050	\$1,041,050
FY2006	\$1,496,796	\$748,398	\$748,398
FY2007	\$3,438,650,	\$1,719,325	\$1,719,325
FY2008	\$3,100,550	\$1,550,275	\$1,550,275
FY2009	\$126,650	\$63,325	\$63,325
FY2010	\$77,525	\$38,762	\$38,762
Total	\$15,960,989	\$7,980,494	\$7,980,494

6.3.3 Grant Funding

One of the Permit Holders' main funding sources for land acquisition has included Federal Section 6 Grant funds. These cost share grants generally include a 25% local match and 75% federal match. Some have been issued with a 40% local match. The total Section 6 grant funds received by both TC and the COA are \$81,222,130 (includes both local and federal shares). It is unclear whether federal grant funding will be available in the future. Indications are that these funds may be reduced at the federal level or may not be available to BCP since most remaining targeted tracts have only one endangered species. In the past, grant proposals have been ranked based upon the number of endangered species protected. An increase in grant competition nationally also makes it less likely that grant funds will be received to acquire additional Preserve land in the future.

7.0 Recommended Preserve Completion Plan

7.1 Recommended Acquisition Design Plan

In order to assure permit compliance, the Permit Holders believe it is necessary to:

- Acquire the additional acreage needed for Warbler/Vireo habitat to reach the required minimum BCCP acreage of 30,428 acres (*minimum* of 453 acres).
- Acquire this needed acreage primarily within the Bull Creek and Cypress Creek Macrosites.
- Within this 453 acre total, designate and manage a *minimum* of approximately 215 additional acres of Warbler habitat within the Preserve Acquisition Area.
- Within this 453 acre total or elsewhere within existing Preserve land, designate and manage approximately 238 additional acres of Vireo habitat.
- To meet configuration needs, designate and manage approximately 792 to 992 additional acres for Warbler/Vireo habitat within or adjacent to the Preserve Acquisition Area. (This is just an estimate and USFWS will need to provide guidance on the total acreage needed to meet the configuration specifications.)

- Acquire or obtain management agreements on approximately 355 acres for the 17 unprotected karst features that include either the remaining unprotected caves specifically identified in the Permit or substitute one or more of these caves with more recently discovered and adequately protected karst features approved by USFWS.
- Acquire and protect the NcNeil and Northwoods Cave Clusters as identified in the bullet above.
- Work to obtain formal agreements with unofficial BCP managing partners.

7.2 Recommended Acquisition Financing Plan

The Permit Holders believe the following are necessary to assure permit compliance:

- The Permit Holders will continue to acquire the needed acreage from willing sellers within and adjacent to the Preserve Acquisition Area with the target goal of completing acquisition by 2016.
- The Permit Holders will work together to complete acquisition, with TC taking the lead and the COA acquiring Preserve land when possible.
- The Permit Holders will continue to apply for federal and other acquisition grants to help to acquire land.
- TC will continue to use Tax Benefit Financing (TBF) funding as the primary funding source for land acquisition.
- TC will place the highest focus on fee simple acquisitions and the purchase of
 conservation easements since it appears that adequate funding will be available
 over the remaining five years leading up to the 2016 completion target goal date.
 Other acquisition methods will be used when determined to best fit the needs of
 the landowner and TC.

7.3 Recommended Administrative Changes to the Permit

The Permit Holders will be requesting the following administrative changes from USFWS to allow needed changes to the Preserve Acquisition Area and changes to correct some minor issues needed to complete the Preserve:

If different from the BCCP minimum acreage number (30,428 acres) and BCCP Preserve locations (within or adjacent to the BCCP Preserve Acquisition Area), requesting approval of the final Preserve acreage number, configuration and specific Preserve locations acquired. This may require an administrative amendment to the BCCP. A factor affecting this BCCP acreage number and Preserve locations is the pre-existing habitat fragmentation and USFWS authorized fragmentation since Permit issuance (1996). There are several areas within the Preserve Acquisition Area that had pre-existing development prior to issuance of the Permit. Additionally, several tracts within the Preserve Acquisition Area have been issued individual "incidental take" permits by USFWS since the Permit was issued. Examples include permits to develop the Grayson Volente tract, Ribelin Ranch tract, and The Crossings tract. Issuance of these individual 10(a) permits have authorized development within the Preserve Acquisition Area, resulting in Preserve fragmentation outside the control of the Permit Holders.

- Requesting changes in the edge-to-area ratio specifications for the North Lake Austin macrosite to reflect the fragmentation inherent in the original preserve design. See section 5.3.
- Requesting substitution of one or more of the original 62 karst features with more recently discovered karst features in the event the Permit Holders are not able to acquire one or more caves from willing sellers or one or more caves have been substantially impacted by existing development such that it would preclude adequate protection. This may require an administrative amendment to the Permit.
- Requesting acceptance by USFWS of some karst features as meeting the terms of the BCCP which have less than full protection due to pre-existing development that precludes the ability of the Permit Holders to provide a greater level of protection.

7.4 Recommended Additional Scientific Analysis Needed To Support Preserve Completion:

- Complete the stand age analysis of juniper-oak woodlands (study in progress by Dr. Joseph White, Baylor University).
- Conduct an analysis to delineate existing and potential future Warbler habitat on all Preserve tracts. Correlate Warbler monitoring data with landscape/habitat features within the Preserve (including Baylor University's estimates of woodland stand age, successional pathways, and fire histories) to better understand factors influencing habitat suitability, predict population viability, and develop adaptive management strategies to promote the survival and recovery of the Warbler (study underway by U.S. Forest Service).
- Conduct an analysis to identify potential future Vireo habitat on all Preserve tracts
 to determine which areas could potentially be managed to create Vireo habitat
 with the highest probability of success while avoiding impacts to the Warbler.
 This analysis would be based upon the juniper-oak woodland stand age, geology,
 soils, vegetation type, species historic sightings, etc.
- Conduct additional species surveys within karst features in western Travis County to determine which alternative karst features could be substituted for any of the remaining 17 currently unprotected Preserve karst features and/or to offset any of the remaining 45 karst features within the Preserve that lack sufficient protection.

Literature Cited

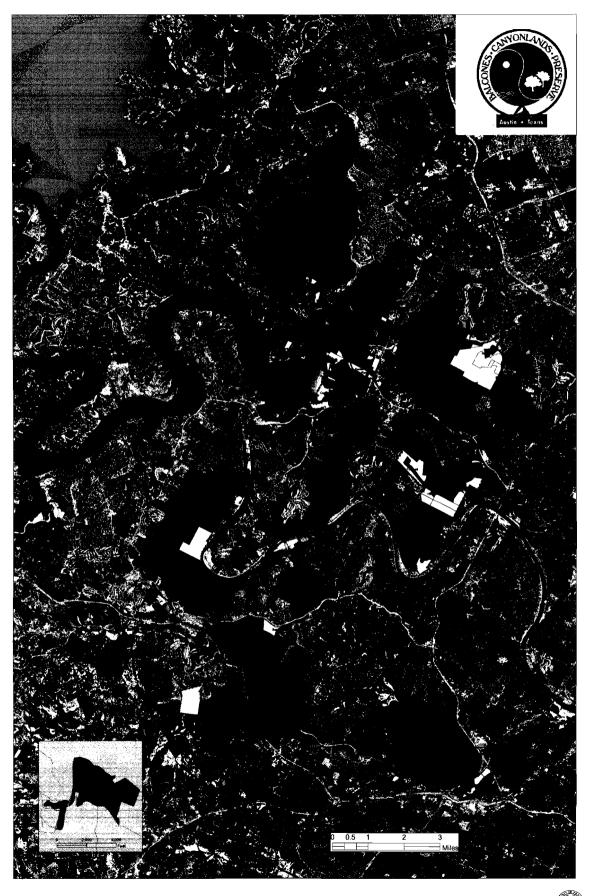
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- U.S. Fish and Wildlife Service. 1996. Biological Opinion for the Issuance of a Section 10(a)(1)(B) Permit for the Balcones Canyonlands Conservation Plan

BCCP Completion Task Group Committee Members Preserve Design Sub-Group:

Travis County, City of Austin, Lower Colorado River Authority, and USFWS staff, and a member of the BCCP Scientific Advisory Committee.

Acquisition Financial Sub-Group Members:

Travis County and City of Austin Preserve and Financial staff











Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By: Michael Hettenhausen Phone #: 854-7563

Division Director/Manager: Anna Bowlin W

Department Head: Steven M. Manilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request for a variance only from Title 30, City of Austin/Travis County Subdivision Regulations for Section 30-2-159 (Private Streets) for the Austin Seventy One Preliminary Plan.

BACKGROUND/SUMMARY OF REQUEST:

This proposed preliminary plan consists of 15 single family lots, two detention/water quality lots, and one commercial/multi-family lot on 30.95 acres located on State Highway 71. However, this request is for the variance only, and the preliminary plan will be recommended for approval by the City of Austin Zoning and Platting Commission and Travis County Commissioners Court at a later date. There are 1,020 linear feet of private streets proposed with this subdivision. Parkland dedication or fees in lieu of dedication will be satisfied with each final plat as required per Title 30.

This agenda request is for a variance only to Section 30-2-159(A) of the City of Austin/Travis County subdivision code. This section reads, "The platting board may approve a variance allowing a private street in a subdivision if the requirements of this section are met." In this case, the proposed street, Barton Estates Place, will connect with State Highway 71, and the applicant coordinated the proposed street's location with the Texas Department of Transportation (TxDOT)'s South Travis/Hays County Area office. The TxDOT staff reviewed and approved the driveway location, and a note will be placed on the plans showing the southern access to be gated and only used for emergency vehicle access.

STAFF RECOMMENDATIONS:

The applicant requests, and Single Office staff supports, this new street be a private street, owned and maintained by the property owners association. Staff recommends approval of the variance request.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from adjacent properties and we know of no objections to the variance.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

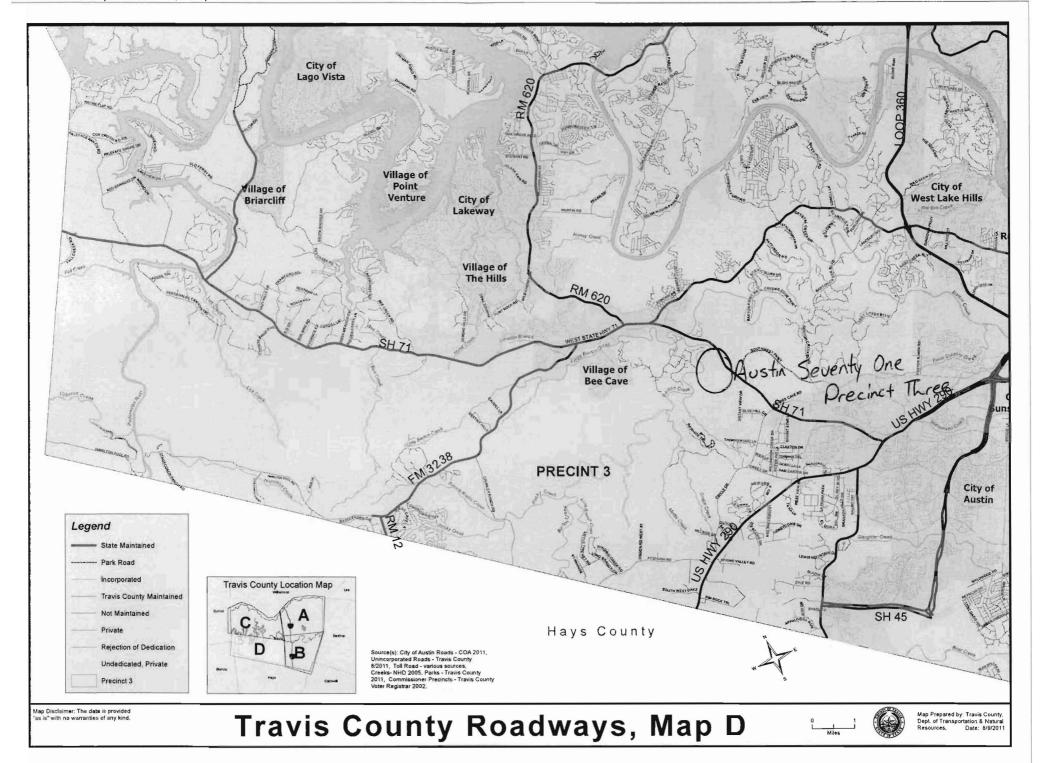
Precinct map
Location map
Proposed preliminary plan
Variance request letter

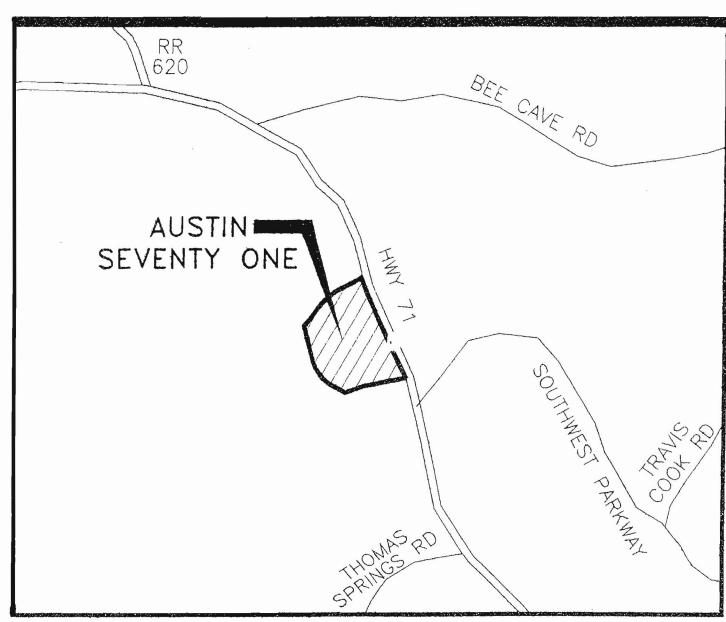
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
CC:			

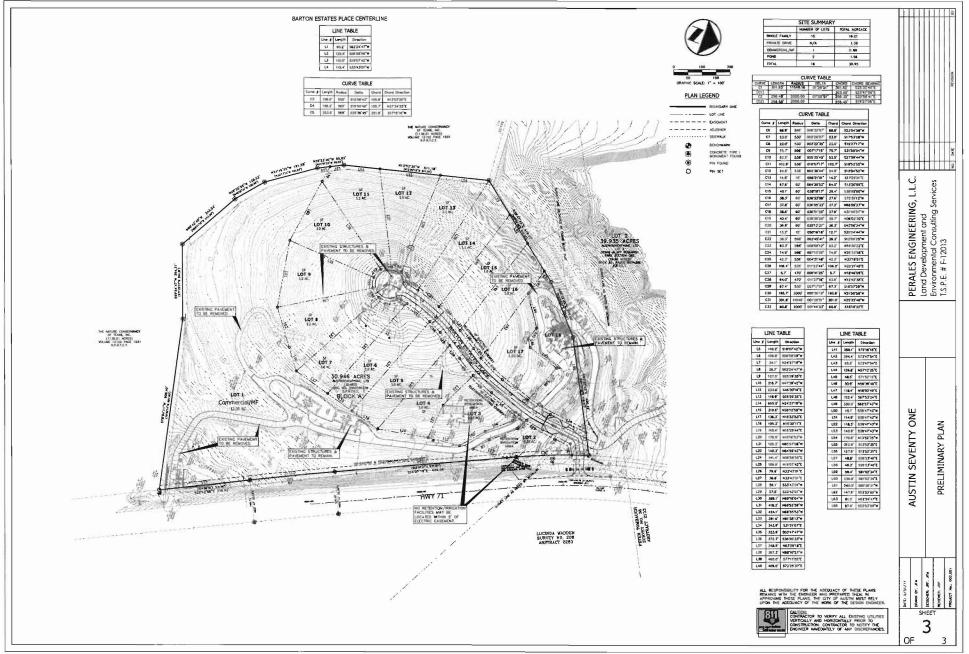
MH:AB:mh

1101 - Development Services -





LOCATION MAP NOT TO SCALE



PERALES ENGINEERING, LLC

Land Development and Environmental Consulting Services

June 7, 2011

Michael Hettenhausen, Planner Transportation & Natural Resources 411 West 13th Street, 8th Floor Austin, Texas 78701

RE:

Formal Waiver Request for Private Drive AustinSeventyOne Case No. C8J-2010-0134

Dear Mr. Hettenhausen:

Please accept this letter as our formal waiver request to provide access to our proposed subdivision with a private gated drive according to 30-2-159 of the land development code. The proposed subdivision known as AustinSeventyOne is a 30.96 acre site located at 10549 W. State Hwy 71, Austin, Travis County, Texas.

The site is currently within the two-mile ETJ of the City of Austin. The proposed development on this site consists of fifteen (15) residential lots and one (1) multi-family residential lot.

We have been working extensively with TxDOT to position the safest entrance to our site along State Hwy 71. We have concluded that the safest location for the entrance is at the northern most point of the tract for the following reasons. First, with the addition of a center turn lane as provided for in the current roadway improvement plans, vehicles traveling northbound and making a left hand turn will be able to exit the high speed lanes and be less vulnerable to rear end collisions. The site distance for vehicles making left hand turns is approximately one-half mile. Second, vehicles leaving the site making a left hand turn across southbound traffic into the northbound lane will be able to use the center turn lane to accelerate when proceeding northbound. The proposed intersection will be from the west side of Hwy 71 only.

The property on the east side of Hwy 71 is owned by the Nature Conservancy of Texas and will not be developed. Therefore, with no cars turning into the Nature Conservancy the incident of two cars using the turn lane simultaneously should not occur.

After discussions with Don Grigsby it was determined that the site would best be served by a private drive.

If you would like to discuss further or need additional information, please don't hesitate to contact our office. We look forward to working with you and your team on this project.

Jerry Perales, PE

President

Sincerely



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By: Paul Scoggins Phone #: 854-7619 Division Director/Manager: Don Ward, P.E.

Department Head: Steven M. Manilla, P.E., County Executive-TNR Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the acceptance of dedication of street and drainage facilities within Lake View Estates and Lake Ridge Estates in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The Lake View Estates plat was recorded on December 5, 2006 at Document #200600379. The Lake Ridge Estates plat was recorded on July 1, 2010 at Document #201000073. These two subdivisions have been inspected for conformance with approved plans and specifications as listed.

Lake View Estates will be accepted with its warranty period being waived due to the fact that it received a conditional letter of approval on October 11, 2007. The time between the 2007 conditional letter and the actual Commissioners Court approval will be considered the warranty period. Lake Ridge Estates will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended.

Sidewalks were not required with these subdivisions. The stop signs, if any, are in the process of being approved under Chapter 251 of the Texas Transportation Code.

The Lake View Estates subdivision is accessed from FM 2769, a roadway maintained by the State of Texas. The Lake Ridge Estates subdivision is accessed from a portion of Lake Mountain Lane that is located within the Lake View Estates subdivision, which is being accepted as part of this agenda request. This action will add a total of 0.35 miles to the Travis County road system.

The Joint Use Driveway Easement within Lake View Estates along with the Joint Access Easement within Lake Ridge Estates have also been inspected. The maintenance of these two easements will be turned over to the Homeowners Association.

STAFF RECOMMENDATIONS:

TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

TNR Approval Letter List of streets Requirements for Approval Location Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	Development Services	854-7561
Don W. Ward, P.E.	Division Director	Road and Bridge	854-9317

CC:

•••				
Charles Allen	Inspector	TNR	266-3314	
	_			

SM:DW:ps

1101 - Development Services - Lake Ridge Estates and Lake View Estates



TRANSPORTATION AND NATURAL RESOURCES

Steven M. Manilla, P.E., County Executive
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION - END OF WARRANTY PERIOD

DATE: July 25, 2011

DEVELOPER:

Mark Collins Builders 14412 FM 2769 Volente, TX.78641 (512) 845-0039

ENGINEER:

Garrett- Ihnen Engineers Steven Ihnen 3600 W. Parmer Ln, Suite 212 Austin, TX 78727

(512) 454-2400

SUBJECT: Lake View Estates

Effective this date, street and drainage construction within this project appears to be in conformance with the approved Construction Documents. Once approved by Commissioners Court, this construction will end its one (1) year Performance Period. This project received conditional acceptance by a Travis County inspector on October 11, 2007.

The County will release its interest in the posted Performance Period fiscal. However, if applicable, sidewalk fiscal must also remain for all un-constructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

All items have been received

BY:

TNR Construction Inspector – Charles Allen

TNR Engineering Specialist – Paul Scoggins

TNR Road Maintenance – Donald W. Ward, P.E.

1102 fiscal file

1105 Subdivision File



TRANSPORTATION AND NATURAL RESOURCES

Steven M. Manilla, P.E., County Executive
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

APPROVAL OF CONSTRUCTION

DATE: July 25, 2011

DEVELOPER:

Mark Collins Builders 14412 FM 2769 Volente, TX.78641 (512) 845-0039 **ENGINEER:**

Garrett- Ihnen Engineers Steven Ihnen 3600 W. Parmer Ln, Suite 212 Austin, TX 78727

(512) 454-2400

SUBJECT: Lake Ridge Estates

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

The Developer is required to maintain Performance Period fiscal of 10% of the actual street and drainage cost, until the end of the Performance Period. If applicable, sidewalk fiscal must also remain for all unconstructed residential sidewalks until all of the sidewalks are constructed and have a positive inspection by a Registered Accessibility Specialist.

All items have been received

DV.

TNR Construction Inspector - Charles Allen

TNR Engineering Specialist - Paul Scoggins

1102 fiscal file

1105 Subdivision File

ACCEPTANCE OF DEDICATION OF STREETS AND DRAINAGE

SUBDIV	ISIO	N
Mapsco	No.	461C

Lake View Estates Lake Ridge Estates Pct.# 3 Atlas No. N-06



LAKE VIEW ESTATES - RECORDED AT DOC #200600379 ON 12/06/06 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY LAKE RIDGE ESTATES - RECORDED AT DOC #2010000073 ON 7/01/10 IN THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY

THESE SUBDIVISIONS CONTAINS 2 STREETS AS LISTED BELOW:

				TYPE OF WID! H OF CU			- CURB &
# STREET NAME	FROM - TO	L.F.	MILES	ROW	PVMNT	PVMNT	GUTTER
LAKE VIEW ESTATES				-			
1 Lake Mountain Lane	Intersection w/FM 2769 north ~1512 to NW corner of Lot 5	<u> 15</u> 12	0.29	60'	HMAC	24'	NO
LAKE RIDGE ESTATES							
			_				
1 Lake Mountain Lane	SW corner of Lot 7 north to cul de sac w/60' radius	305	0.06	60'	HMAC	24'	_NO
2 LCRA Drive	Intersection W/Lake Mountain Lane easterly ~28'	28	0.01	60'	HMAC	24'	NO
Total Footage/Mileage		1845	0.35				
Total Footage/Mileage		1845	0.35		_		

THE TOTAL NUMBER OF LOTS IN THESE SUBDIVISIONS - 8 & 7 RESPECTIVELY

N/A ADDITIONAL LOTS SOLD FOR DEVELOPMENT

CONSTRUCTION OF STREETS AND DRAINAGE EXCEEDS MINIMUM COUNTY STANDARD FOR STREETS NUMBERED 1-2

IT IS RECOMMENDED THAT MAINTENANCE OF STREETS NUMBERED 1-2 TOTALING THE TRAVIS COUNTY COMMISSIONERS COURT IN PRECINCT THREE.

0.35 MILES BE ACCEPTED BY

30-Aug-11

DATE

DP = DOUBLE PENETRATION HMAC = HOT MIX ASPHALT C = CONCRETE UPP = UNPAVED, PIT RUN UPS = UNPAVED, SELECT Donald W. Ward, PE Division Director

Road Maintenance & Fleet Services

DATE APPROVED BY COMMISSIONERS COURT



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M MANILLA PE COUNTY EXECUTIVE

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

LAKE VIEW ESTATES

REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 1. Professional Engineer's certification of quantities of work completed (Engineer's Concurrence Letter). § 82.401(c)(1)(A) § 82.604(c)(2)
- **2.** Construction Summary Report, if in COA ETJ, <u>signed</u> by COA inspector. §82.604(c)(1)
- RCV'D 3. Contractor's (signed) invoice or receipt of payment for work completed. §82.401(a)(1)(B)
- 4. Reproducible Plans, certified as "Record Drawings" or "As-Builts", by The Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
- TC will reduce 5. Performance Period Fiscal for 10% of the actual construction cost of street and drainage construction plus fiscal for residential sidewalks, if applicable. If bond, it must be in a form acceptable to Travis County and dated near the time of the TNR inspection report. Must be posted by owner/developer. § 82.604(c)(4)
- NA 6. If applicable, a copy of the Conditional Letter of Map Amendment or Revision from FEMA to begin Performance Period and the completed Letter of Map Revision (LOMR) to accept streets for maintenance. § 82.604(c)(5)
- NA 7. A letter from a Registered Accessibility Specialist approving sidewalk construction, within the subdivision. Plan approval required at time of issuance of Basic Development Permit. Substantial compliance (inspection) required at time of street acceptance for maintenance. § 82.202(q)(2)
- 8. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds, and sidewalks). § 82.401(c)(2)(C) Road Maintenance will have to approve construction before recommending acceptance to Commissioners Court.
- 4/12/11 **9.** Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts.
- NA 10. License Agreement (If there are private improvements in Public ROW).



TRANSPORTATION AND NATURAL RESOURCES

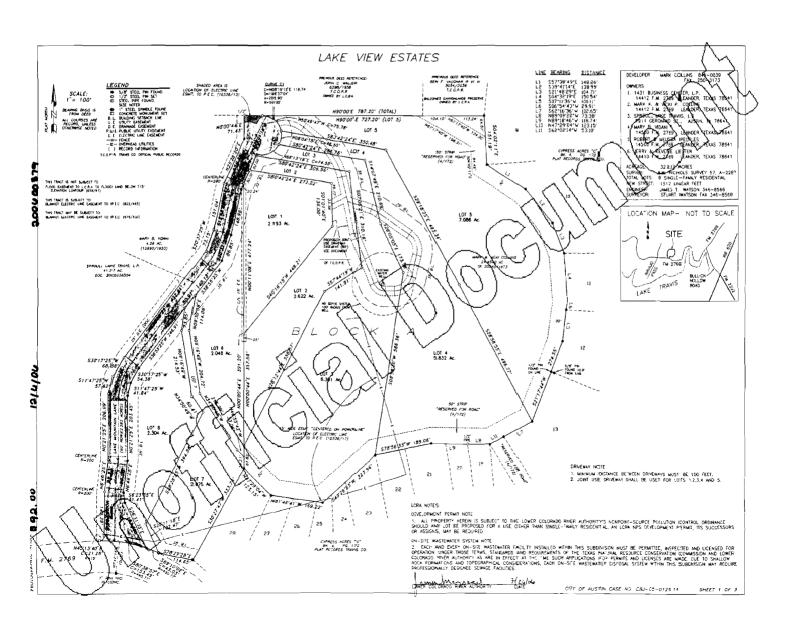
STEVEN M MANILLA PE COUNTY EXECUTIVE

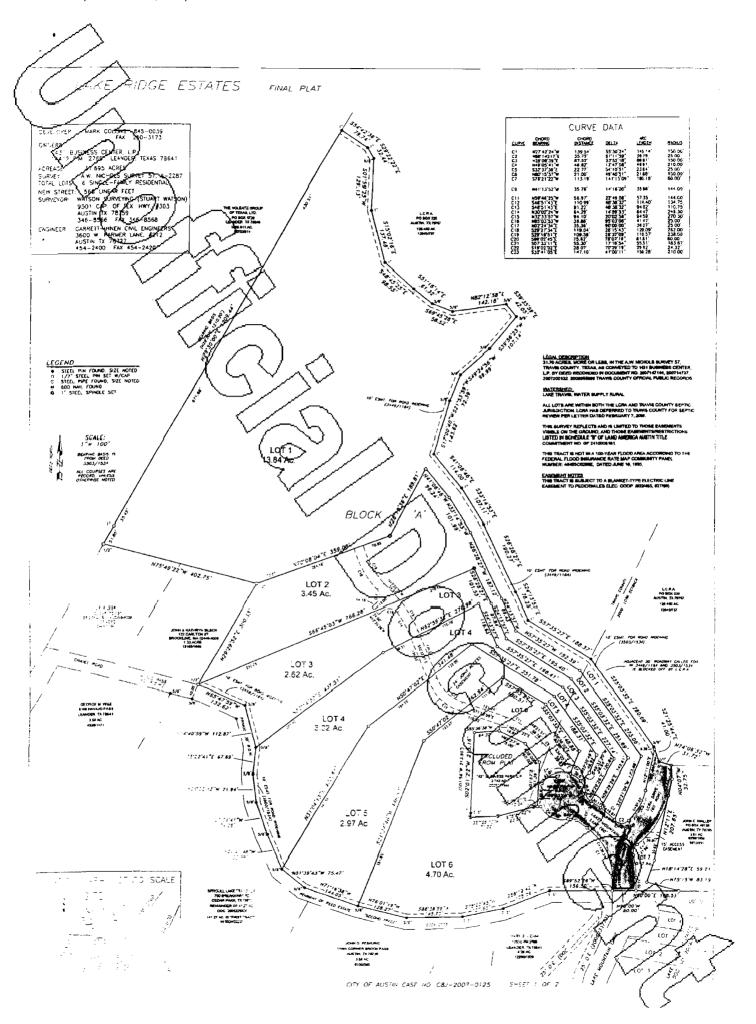
411 West 13th Street Executive Office Building PO Box 1748 Austin, Texas 78767 (512) 854-9383

LAKE RIDGE ESTATES

REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PUBLIC STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

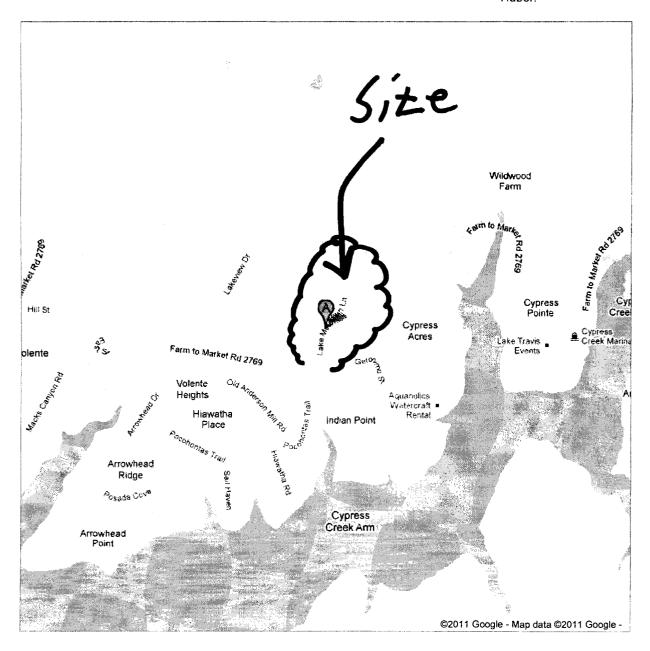
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- <u>4/12/11</u> **2.** Construction Summary Report, if in COA ETJ, <u>signed</u> by COA inspector.§82.604(c)(1)
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- RCV'D 4. Reproducible Plans, certified as "Record Drawings" or "As-Builts", by The Owner's Consulting Engineer [§ 82.604(c)(3)] including a Signage and Striping Plan [§82.303] and accompanying Stop Sign Warrants sheets for each sign.
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- **9.** Approval of other agencies and/or cities, **if in their <u>ETJ</u>**; Municipal or other Utility Districts.
- NA 10. License Agreement (If there are private improvements in Public ROW).



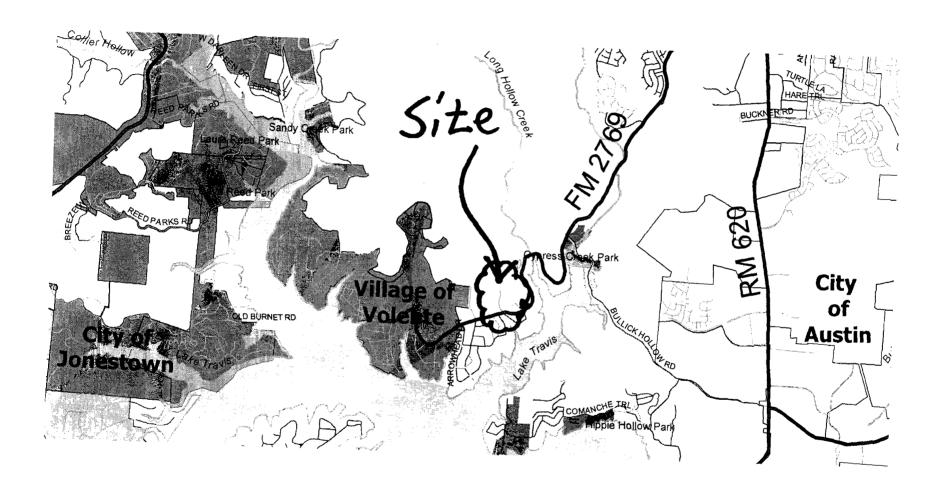


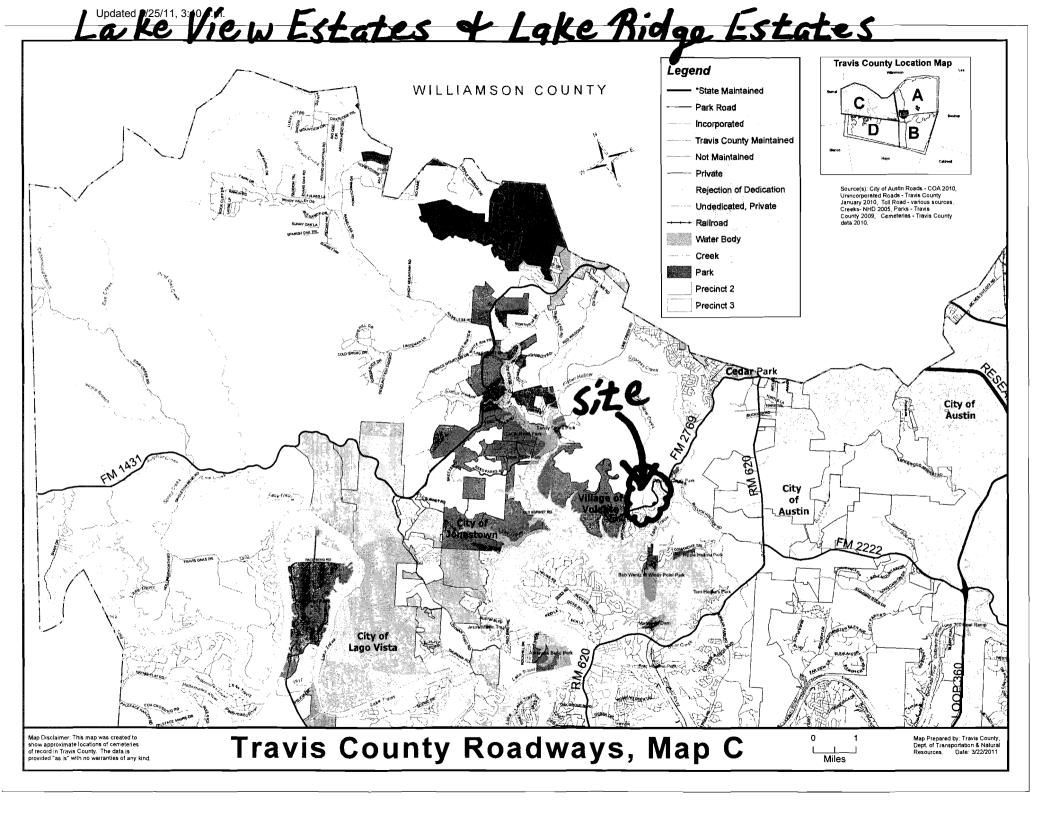
Google maps Address Lake Mountain Ln Travis Northwest, TX 78641

Notes Request to accept the dedication of street and drainage facilities within Lake View Estates and Lake Ridge Estates - Precinct Three, Commissioner Karen Huber.



Lake View Estates Lake Ridge Estates







Travis County Commissioners Court Agenda Request

Meeting Date: 8/30/11

Prepared By/Phone Number: 44603

Division Director/Manager: Randy Nicholson, AICP

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: County Judge Sam Biscoe

AGENDA LANGUAGE: Receive briefing from City of Austin and Lone Star Rail staff on Urban Rail.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

City of Austin staff will discuss the proposed Urban Rail system plan, what destinations the first phase could serve, and the set of criteria to identify a variety of first investment options for Urban Rail.

Lone Star staff will discuss plans for the LSTAR regional intercity passenger rail system, the current status of the project, and the economic benefits associated with LSTAR.

City of Austin staff along with Lone Star Rail will also brief the Court on the evolving partnership between Capital Metro, Lone Star, and the City of Austin to implement the high-capacity elements of the Capital Area Metropolitan Planning Organization (CAMPO) 2035 Regional Transportation Plan. This partnership will maximize the regional connectivity of the current and planned transportation investments by each entity and define a framework for a regional integrated management and operations plan.

STAFF RECOMMENDATIONS:

None

ISSUES AND OPPORTUNITIES:

Not applicable

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
		_	

CC:

Anna Bowlin	Development Services	TNR	854-7561
Alison M. Schulze	Lone Star Rail		558-7367
Gilda M. Powers	City of Austin	Transportation Dept	974-7092
Karla Villalon	City of Austin	Transportation Dept	974-7246

0101 - Administrative -



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By: Randy Nicholson Phone#: 44603

Division Director/Manager: Randy Nicholson, AICP

Department Head: Steven M. Manilla, P.E., County Executive-TNR **Sponsoring Court Member:** Commissioner Davis, Precinct One

Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on an application to use the Del Valle School to conduct a public meeting on the Colorado River Corridor Plan and issue associate press release.

BACKGROUND/SUMMARY OF REQUEST:

The Commissioners Court approved an Interlocal Agreement with the City of Austin and the Lower Colorado River Authority to develop a long range plan for the development of the Colorado River Corridor between Austin and the Travis/Bastrop county line. A DRAFT plan has been completed and staff anticipates seeking community comments by presenting this information in a public forum and posting the information on the County's web page.

STAFF RECOMMENDATIONS:

TNR staff requests that the Travis County Commissioners Court approve an application to Del Valles ISD to use their facility for a public meeting the evening of September 15, 2011 and issue a press release announcing the meeting.

ISSUES AND OPPORTUNITIES:

Del Valle ISD requires a completed application to use their facility be approved by the Court. The Superintendant of Del Valle ISD has waived facility rental fees.

FISCAL IMPACT AND SOURCE OF FUNDING:

None. Del Valle ISD states that facility use fees will be waived.

ATTACHMENTS/EXHIBITS:

Exhibit A- Del Valle ISD Regulations for Facility Use Form

Exhibit B- Public Meeting Press Release

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC: Laura Seaton	Admin Services	TNR	854-4237

. . 0101 - Administrative -

EXHIBIT A REGULATIONS FOR FACILITY USE

- 1. No tobacco, alcohol, or drug use in any facilities or premises.
- 2. No food/drink except by permission and in designated areas.
- 3. No firearms or fireworks/explosives on premises.
- 4. School activities pre-empt any other use of facilities.
- 5. User will be responsible for all damages to facility caused by users.
- 6. That, upon completion of this use, the User(s) will be responsible for restoring the facility to the condition observable prior to use.
- 7. That the District may revoke its permission to use the facility at any time it is determined that a group's use damages or threatens to damage school property or violates Board policy and/or administrative regulations.
- 8. That the User(s) accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacement or for any damage done to buildings equipment, or other school property used by the User(s). (initial here)_____
- 9. That the User(s) also assumes full responsibility for the conduct of any and all persons using the facility during the use of the facility.
- 10. That the User(s) agrees to assume all liability from any and all liability arising out of the User(s)'s use of District facilities.
- 11. That the User(s) is self-insured as to liability.
- 12. A custodian or building manager must be on site.
- 13. The following must be done when use of the facility is complete:

Doors locked	_
A/C or Heater Turned Off	
Lights Turned Off	
Trash Taken Out	
Floors: trash picked up	
Carpets: if carpet needs to be cleaned due to	
spills or other stains left, the cost to clean	
the carpets will be charged back to the	
organization/person.	
Restrooms:	
Water turned off in sink(s)	
Toilets flushed	
No paper/trash on floors	
Walls/stalls clean	

Name:	Organization: Travis County
Date:	

FACILITY USE GUIDELINES FOR SCHOOL PERSONNEL

When determining fees for the use of your facility the factors you will consider will be:

- 1. Hourly fee for utilities (Facility Use Fees)
- 2. Cost of custodian
- 3. Building Manager
- 4. Light/sound technician
- 5. Kitchen

When any one of these services is required, that cost must be built into the total cost for facility use.

- 1. Open anyway with air/heat on.
- 2. School personnel will be at facility for other reasons and would not be required to assist with activity.
- 3. Use by a government agency listed as exempt in board policy (Local GKD)

Non-profit youth organizations with 25% or more of total participants being students from DVISD will be given a reduction in the total usual facility use fee, as seen in the chart below. A complete list of student participants must be provided by the sponsor of the youth organization and verified by the appropriate Del Valle ISD official in order to receive this reduction in usual Facility Use Fee.

Percentage of Total Participants <u>Del Valle ISD Students</u>	Fee	
0% - 24%	100% of usual Facility Use F	ee
25% - 49%	75% of usual Facility Use Fe	e
50%-74%	50% of usual Facility Use Fe	e
75% - 100%		<u>e</u>
	Facility Use Fee Chart	
Deposit		\$ 250
Set-up Fee		\$ 50/day
Administration Building:	Community Room	\$ 10/Hour
High School:	Fine Arts/Sports Center/Football Field Regular Gym/Activity Center Sports Fields	\$ 100/Hour \$ 35/Hour \$ 15/Hour
Middle School:	Gym/Activity Center Kitchen	\$ 35/Hour \$ 15/Hour + Cost of Cafeteria Employee
Intermediate/Elementary:	Gym/Activity Center Kitchen Classrooms	\$ 35/Hour \$ 15/Hour + Cost of Cafeteria Employee \$ 10/Hour
CUSTODIAN/BUILDING MANAGER:		\$ 15/Hour + Overtime
BUILDING SUPERVISOR (If necessary):		\$ 25/Hour + Overtime
LIGHT/SOUND TECHNICIAN		\$ 25/Hour + Overtime

PROCEDURES FOR FACILITY USE PROCEDURES

- 1. Secure a Facility Use Application and complete.
- 2. Contact the principal, assistant principal, etc., in charge of scheduling the desired location. Determine that the facility is available on the date and times desired and the use for which you wish to use it is suitable. Get the administrator to sign the Facility Use Form approving availability to indicate that this contact has been made by phone.
- 3. Return the completed form to the Administration Building. The form will then receive final approval and the appropriate fees will be determined. A copy of the form will then be returned to the renting party, principal of the facility to be used and to the Superintendent's Office.
- 4. Payment of the fees should be completed prior to the use of the facility.
- 5. Any contact necessary for needed equipment or how entrance and exit to the building will be accomplished, should be handled directly with the principal of the facility being used.
- 6. Short term use by out-of-district persons must be approved by the Superintendent.
- 7. Long term use by out-of-district persons must be processed through the superintendent's office. A Memorandum of Understanding (MOU) will be presented to the Board of Trustees for consideration.
- 8. UIL activities and playoff games; (a) No fees; (b) Approval by the Superintendent; (c) Charges for game workers/custodians assessed visiting schools. All other matters will be determined and agreed upon by visiting schools and the superintendent or designee.

PLAYOFF FACILITY USE SCHEDULE OF RESPONSIBILITIES

Del Valle Independent School District is responsible for the following:

- Access to the gym
- Dressing facilities
- Concession Sales
- Security Service (if asked for)
- Announcer (Football and Baseball/Softball)
- Book Keeper
- Clock Keeper
- Libero Tracker (Volleyball)
- Training Room (to be shared by teams)
- · Water for bench area
- Warm up balls

Participating schools are responsible for the following:

- Game Officials Participating schools select, contact and pay game officials
- Set ticket prices
- Provide dressing room needs (towels, soap, etc.)
- The home school is responsible for the gate and gatekeeper, including change and paying the visiting team.
- The home school is responsible for all aspects of UIL reporting
- The home school is responsible for providing a Game Administrator

Gymnasium Lease Expense:

- \$400
- \$500 (if security is needed)

Football Field Lease Expense:

- \$500
- \$600 (if security is needed)

Baseball/Softball Lease Expense:

- \$300
- \$400 (if security is needed)

For Additional Information Contact:				

FACILITY USE APPLICATION

Building or Area Requested: Da	iley Middle Sch	001	Cafeteria/	Activity Center	
Date Needed: Thursday, September 15	Starting Time:_	6:30	p.m	Ending Time: 9:30 p.m.	
September 15. Set-up Time Needed:	5:00	p.m.	Total Hours	4.5 hours	
	IUST BE COMPLET				
ORGANIZATION NAME: To	cavis County -	Colora	ado River Co	orridor Plan	
Non-Profit Organization: Yes 🖫	No 🗖 If yes, pro	ovide a co	opy of the Non-Pi	rofit 501C3	
Responsible Person: Randy N	icholson_				
Address: 411 West 13th		, TX,	78767		
Phone Number: (512) 854-	· · ·	-		: 854-4237)	
Purpose: (Describe fully the use an	id activities to be condu	icted) I	Holding pub	lic meeting to present	
preliminary CRCP, rece					
ARE YOU CHARGING ADMISS	ION FOR YOUR FUN	CTION?	YES 🗖	NO 💆	
If YES, use of funds:					
Any other necessary information:_					
	EE BACK FOR FACI				
I HAVE READ THE REGULATI FOR ANY DAMAGE(S) THAT THE FEE AS CALCULATED ON	MAY RESULT FROM	OUR U	ISE OF THIS BU		
SIGNATURE:		_	_ DATE:		
Items below to be completed by	School Administration	 1:	- · · - · · - · · - · · - · · - · · - · · - · · · - · · · - · · · - ·		
☐ Request Approved	☐ Request Denied		Rental F	ee Required	
☐ No Charge	☐ Proof of Insurance	;	☐ Non-Pro	fit 501C3	
Amount Required for Deposit			Date Deposit Made:		
Principal/Campus Administrator_		Superintendent			
Date Approved Date Approved					

If kitchens are used and an employee of the district is present, the organization using the facility pays the wages of that individual for their time and services.

Facility Use Fee Chart

Deposit \$250

Set-up Fee \$ 50/day

Administration Building: Community Room \$ 10/Hour

High School: Fine Arts/Sports Center/Football Field

Regular Gym/Activity Center \$ 35/Hour

Sports Fields \$ 15/Hour

Middle School: Gym/Activity Center \$ 35/Hour

Kitchen \$ 15/Hour + Cost of

Cafeteria Employee

\$ 100/Hour

Intermediate/Elementary: Gym/Activity Center \$ 35/Hour

Kitchen \$15/Hour + Cost of Cafeteria Employee

Classrooms \$10/Hour

CUSTODIAN/BUILDING MANAGER: \$15/Hour + Overtime

BUILDING SUPERVISOR (If necessary): \$25/Hour + Overtime

LIGHT/SOUND TECHNICIAN \$ 25/Hour + Overtime

EXHIBIT B PRESS RELEASE

Public Outreach Meeting

Colorado River Corridor Plan

Travis County is holding an open house and public meeting on the draft Colorado River Corridor Plan. Travis County and the City of Austin (COA), with technical assistance from the Lower Colorado River Authority (LCRA) are planning the future of the Colorado River Corridor. The area of interest covers over 30,000 acres in eastern Travis County, bounded by US 183 on the west, east to the Travis/Bastrop County line, and by FM 969 on the north to State Highway 71 on the south.

Date: Thursday, September 15, 2011

Where: Dailey Middle School

14000 Westall Street Austin, TX 78724

When: Open House begins at 6:15 p.m. and the Public Meeting begins at 7:00 p.m.

The draft Colorado River Corridor Plan will be available at the meeting. Your input is important to the planning process. For more information contact Travis County Planning Staff at CRCPlanning@co.travis.tx.us or call at (512) 854-2747 or visit the website at http://www.co.travis.tx.us/tnr/crcp/default.asp.



Travis County Commissioners Court Agenda Request

Meeting Date: 8/30/2011

Prepared By/Phone Number: Michael G Hemby - 44924 Elected/Appointed Official/Dept. Head: Sheriff Greg Hamilton Commissioners Court Sponsor: County Judge Sam Biscoe

AGENDA LANGUAGE: Contract modification and extension of contract 696-PD-0-1-L-L0306 M-011 Travis County between the Texas Department of Criminal Justice and Travis County for the housing of Releasees for the 2011-2012 contract term.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Annual renewal of existing contract.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

None

FISCAL IMPACT AND SOURCE OF FUNDING:

Revenue not to exceed \$292,800.00 - TDCJ

REQUIRED AUTHORIZATIONS:



James N Sylvester Chief Deputy

> 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

August 18, 2011

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:

Michael G Hemby, Planning Manager &

SUBJECT:

TDCJ Releasee Housing Contract Amendment 2011-2012

Contract 696-PD-0-1-L0306 Modification M-011

Attached is this year's contract extension between Travis County and the Texas Department of Criminal Justice for the housing of program releases at the Del Valle Correctional Complex.

This amendment will extend the current contract though August 31st, 2012.

Currently, Travis County houses an average of seven to ten TDCJ subjects per month. No change in the fee for this is included in this modification. Reimbursement for this time period is set not to exceed \$292,800.00 per the contract terms.

This renewal contract continues with the cap on our housing of said inmates to not exceed 16. The contract also covers mileage reimbursement to the county for any transport of these individuals should it be necessary.

Your support and approval of this contract renewal is appreciated. If you have any questions, please feel free to contact my office at 854-4924.

CC. File

Jerry McGinty Chief Financial Officer

MODIFICATION OF CONTRACT				Pages		
			1	1		
1A. Contract No.	1B. Order No. (PO, JO, SA)	2. Modification No.	3. Effecti	ve Date		
696-PD-0-1-L0306	PF-609	M-011	September	1, 2011		
4. Issued By: Texas Department of Crim		5. Name and Address of Contrac	tor (No., street, city, sta	te & ZIP code)		
Contracts and Procurement		Travis County				
Governmental Contracts Bi		P.O. Box 1748				
Two Financial Plaza, Suite Huntsville, Texas 77340	525	Austin, Texas 78767				
6. BILATERAL MODIFICATIO	N ISSUED PURSUANT TO	AUTHORITY UNDER: Article	, Term of Agreeme	nt, Section 5.1		
and Article IX, Miscellaneous, S						
7. CONTRACTOR IS REQUIRE	ED TO SIGN THIS DOCUM	ENT AND RETURN 3 ORIGINA	LS TO THE ISSU	NG OFFICE.		
8. PURPOSE OF MODIFICATION	ON: Extend Contract for FY1	2 and provide funding.				
9. DESCRIPTION OF MODIFIC	CATION:					
A. Extend the Contract for	or one year, September 1,	2011 through August 31, 2012	2.			
B. Revise page 1 of the C	Contract to reflect the Con	tract Term of September 1, 20	11 through Augu	ıst 31, 2012.		
	he Contract to reflect ough August 31, 2012 is \$	the Not to Exceed amount 292,800.00.	t for the Budg	get Term of		
D. Revise Article V, Te August 31, 2012.	rm of Agreement, Section	on 5.1, to reflect the term of	September 1, 2	2011 through		
except as provided herein, all terms and 9A. Name and Title of Authorized Repre	l conditions of the contract referent sentative (Type or Print)	ced above, as hereto changed, remain u 9B. Travis County	nchanged and in full for	9C. Date Signed		
Samuel T. Biscoe	,					
Travis County Judge		(Signature of Authorized Representative)				
10A. Name and Title of Authorized Repr	esentative (Type or Print)	10B. Texas Department of Criminal Ju	stice	10C. Date Signed		

(Signature of Authorized Representative)



Travis County Commissioners Court Agenda Request

Meeting Date: August 30, 2011

Prepared By/Phone Number: Susan Bell/49587 and Denise Bell/43997

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir/Travis County Clerk

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Take appropriate action to set a public hearing on September 20, 2011 to discuss the annual written plans for the 028 Records Management Preservation Fund and 057 County Clerk's Records Archival Fund and publish the appropriate notice as required by 118.025 of the Local Government Code.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

Fiscal Impact and Source of Funding can be entered or summarized here or in an attached memorandum

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney 49415

For information purposes:

Randy Lott, Planning and Budget 49726 Steven Broberg, RMCR 49575



Dana DeBeauvoir Travis County Clerk P.O. Box 1748 Austin, TX 78767 512-854-9188

TRAVIS COUNTY CLERK FY12 PLAN FOR USE OF THE 028 RECORDS MANAGEMENT AND PRESERVATION FUND AND THE 057 RECORDS ARCHIVE FUND

BACKGROUND

The Records Management and Preservation Fund, outlined in Section 118.0216 of the Texas Local Government Code, is for, "the records management and preservation services performed by the county clerk after the filing and recording of a document in the records of the office of the clerk." This section also states, "the county clerk shall prepare an annual written plan for funding the automation projects and records management and preservation services performed by the clerk."

The County Clerk's Records Archive Fund, outlined in 118.025 of the Local Government Code, states that the fee for "Records Archive" under Section 118.011(f) is for, "the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive." This section states, "the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive."

This document serves as the written plan for both of these funds.

Long Term Plan for the Use of these Funds

The Travis County Clerk's library of permanent real property records dates prior to 1836 and contains over 30,000,000 pages of documents. There are three important categories of these documents:

April 1999 – present Documents are electronically imaged and have a computerized index.

1987 – 1999 Documents are microfilmed and have a computerized index.
 1836 – 1987 Documents are microfilmed and have microfilmed copies of handwritten indexes.

Our primary goals are to use these funds to:

 Provide computerized indexes for all real property records filed prior to 1990

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a single pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Computerizing indexes is a priority since index records prior to 1987 exist as microfilmed copies of handwritten indexes. In addition to the indexes being inefficient to research, handwriting styles and poor microfilm images can sometimes make reading the indexes difficult. New technology now allows inexpensive, highly accurate creation of indexes. Previously, this task was tedious, expensive, and often contracted overseas with risks of transport.

Make certain that appropriate disaster recovery and business resumption systems are in place

Ensuring that a detailed structure is in place to prevent loss of these records in the event of a disaster is directly associated with protecting the archive and therefore, related to the primary intent of this legislation.

• Digitize County Clerk records and redact personal identifiers

Digitizing records increases protection of documents from disaster, dramatically increases the ability to track and locate documents, provides a clearer more readable image of documents, and greatly improves efficiency for the retrieval of documents by the public. To help reduce the risk of identity theft, personal identifiers are being removed from images before they are presented for public view on the Internet. Additional redaction measures may need to be taken depending on actions from the legislature and Attorney General.

• Ensure that appropriate electronic storage and retrieval systems are in place to protect the records

Maintaining these millions of images will require a large-scale electronic storage system. A system for maintaining a replicated copy of this database is needed to minimize risk. It will also help to ensure that Internet access to the records will not be occurring on the same system as the storage/main production database.

Implement a system for securing, inventorying, tracking, and retrieving paper records filed with the Clerk

This project is particularly important for protecting and tracking the location of court documents filed with the County Clerk's Office. This automated inventory check-in/check-out process allows these documents to be viewed by the necessary parties while minimizing the risk of being lost or stolen. It also coordinates the inventories of onsite and offsite records storage areas.

Apply special preservation methods to documents of significant historic value

Modern preservation techniques should be applied to paper documents that merit special consideration, such as Sam Houston's will.

FY12 PLAN FOR THE USE OF THE 057 RECORDS ARCHIVE FUND

To reach the goals previously described, we are requesting the following resources:

1. PERSONNEL

Total: \$351,819

2. CONTRIBUTION TO THE OFFICE OF TRAVIS COUNTY RECORDS MANAGEMENT AND COMMUNICATION

Total: \$229,355

These costs cover expenses related to off site storage and the salary of an imaging production technician.

3. MICROFILM DIGITIZING PROJECT II

Total: \$300,000

For the continuation of the task of converting microfilm to digital images and creating computer indexes for each image for all records recorded between 1836 and 1987. This project has expanded to include the redaction of personal identifiers from internet images.

4. RESERVES

Any unused funds will be classified as allocated reserves and will be held for future use. These funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for records management projects; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.

FY12 PLAN FOR THE USE OF THE 028 RECORDS MANAGEMENT FUND

To reach the goals previously described, we are requesting the following resources:

1. PERSONNEL

Total: \$672,120

2. OFFICE EQUIPMENT, FURNITURE, AND SUPPLIES

Total: \$55,000

3. TRAINING AND SEMINARS

\$15,000

4. CAPITAL OFFICE EQUIPMENT AND FURNITURE

\$52,570

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a single pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us by Tuesdays at 5:00 p.m. for the next week's meeting.

Crystal Report FTP Software

\$5570

Software is used to collect data from systems such as FACTS and Anthem **Equipment Necessary for New DMS** \$47000

This is to purchase new servers and an Oracle database license to supplement the purchase of the new DMS.

5. **RESERVES**

Any unused funds will be classified as allocated reserves and will be held for future use. These funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for records management projects; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.