



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 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

**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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

# BUDGET AMENDMENTS AND TRANSFERS

## FY 2011

9/6/2011

### TRANSFERS

<b>BA#</b>	<b>FUND</b>	<b>DEPT/DIV</b>	<b>ACT</b>	<b>ELM/OBI</b>	<b>Dept.</b>	<b>Line Item</b>	<b>Increase</b>	<b>Decrease</b>	<b>Pg #</b>
T1	001	2102	543	6102	District Clerk	Rent- Land & Buildings		\$ 19,000	1
	001	2101	543	3001	District Clerk	Office Equip, Furn & Supplies	\$ 19,000		



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

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700 Lavaca, Ste 1560  
P.O. Box 1748  
Austin, Texas 78767

**MEMORANDUM**

**TO:** Commissioners Court  
**FROM:** Katie Petersen Gipson, Planning and Budget Analyst  
**DATE:** August 29, 2011  
**RE:** Transfer for office equipment

A handwritten signature in black ink, appearing to read "Katie Petersen Gipson", is written over the "FROM:" line of the memorandum.

The District Clerk's Office would like to use \$19,000 of funding from line item 001-2102-543-6102 using resources originally allocated for rental of the Norris Conference Center for jury impaneling in order to purchase new scanners and office equipment.

According to FY11 Budget Rules, transferring funds from this line item requires Commissioners Court approval. PBO recommends approval of this transfer due to the anticipated increase in efficiency for the Office. This expense has been accounted for in the District Clerk's end of year expenditure report, and therefore this transfer will have no effect on the ending fund balance. Please contact me at 854-9346 if you have any questions.

cc: Amalia Rodriguez-Mendoza, Travis County District Clerk  
Michelle Brinkman, District Clerk's Office  
Robert Chappell, District Clerk's Office  
Leroy Nellis, PBO



**Amalia Rodriguez-Mendoza**  
District Clerk, Travis County  
Travis County Courthouse Complex  
P. O. Box 679003  
Austin, Texas 78767

**August 25, 2011**  
**MEMORANDUM**

**TO: Travis County Budget Office**

**FROM: Amalia Rodriguez-Mendoza, District Clerk**

**RE: Transfer FY11 Operating Funds**

The District Clerk is requesting transferring \$19,000 of FY11 operating funds from departmental account (Account#001-2102-543-6102:Rent/Rent-Land & Bldg's TO Account#001-2101-543-3001: Office Equipment, Furniture, & Supplies). The District Clerk had several months during FY11 that impaneling was not needed for jurors at the Norris Conference Center. We would like to take those savings and apply to upgrading computers and scanners in our Civil and Criminal Divisions. The District Clerk will purchase this equipment if approved by September 2011. This system will improve communications within Travis County and is expected both to save time and increase efficiency in both divisions.

Please let me know if you have any questions and thank you for your consideration.

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**Administrative Offices**  
(512) 854-9737  
Fax: 854-4744

**Civil and Family Division**  
(512) 854-9457  
Fax: 854-6610

**Criminal Division**  
(512) 854-9420  
Fax: 854-4566

**Jury Office**  
(512) 854-4295  
Fax: 854-4457

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Budget Adjustment: 28651

Fyr\_ Budget Type: 2011-Reg  
PBO Category: Transfer  
Just: Other

Author: 21 - JONES, LAURA  
Court Date: Tuesday, Sep 6 2011

Created: 8/25/2011 3:26:21 PM  
Dept: DISTRICT CLERK

Moving funds from rent-land and building to office supplies for court approval on 09/06/2011.

From Account	Acct Desc	Project	Proj Desc	Amount
001-2102-543-6102	RENT - LAND & BUILDINGS			19,000
				19,000
To Account		Project		Amount
001-2101-543-3001	OFFICE EQUIP,FURN, & SUPP			19,000
				19,000

Approvals	Dept	Approved By	Date Approved
Originator	21	LAURA JONES	8/25/2011 3:26:28 PM
DepOffice	21	ROBERT CHAPPELL	8/25/2011 3:35:53 PM

*Robert Chappell*  
8/30/11

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$8,953,199			Beginning Balance
			Part of Ctr for Child Protection contract not covered by Family Protection Fund
(\$18,768)	District Attorney	10/19/10	
\$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)	Historical Commission	11/9/10	Historical Commission Grant match
\$9,790	Various	11/10/10	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	3/15/2011	Canceled Purchase Orders
(\$81,000)	Facilities	4/12/2011	700 Lavaca parking garage painting
\$128,042	Various	4/11/2011	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
(\$183,000)	ITS	8/9/2011	Adult Criminal Case Mngt. System & 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
(\$111,944)	TNR	8/30/2011	Vehicle extended warranties
(\$83,410)	ITS	8/30/2011	Unified Communications Systems training
(\$100,000)	Sheriff	8/30/2011	HVAC system
(\$1,175,000)	Civil Courts	8/30/2011	Civil Indigent Attorney Fees
<b>\$5,125,371</b>	<b>Current Balance</b>		

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

<b>Amount</b>	<b>Explanation</b>
(\$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
(\$300,000)	Indigent Attorney Fees for Capital Cases
(\$175,000)	Special Election for Senator Wentworth
<b>(\$1,954,058)</b>	<b>Total Possible Future Expenses (Earmarks)</b>
<b>\$3,171,313</b>	<b>Remaining Allocated Reserve Balance After Possible Future Expenditures</b>

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$496,980			Beginning Balance
(\$45,000)	Facilities	12/28/10	EOB - Safety Improvements
			Video Surveillance Phase 2 of 3-IT Critical
(\$135,000)	ITS	4/19/11	Infrastructure
(\$1,061)	Criminal Courts	7/12/11	Correction to Capital Fund
(\$6,073)	TNR	7/11/11	Replacement cost of stolen bush hog mower
(\$125,995)	TNR	8/12/11	Replacement cost of vehicles
(\$90,000)	TNR	8/30/11	Guardrails
<b>\$93,851 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Explanation</b>
(\$95,500)	Failing Vehicles
<b>(\$95,500) Total Possible Future Expenses (Earmarks)</b>	

**(\$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
<b>\$4,950,000 Current Reserve Balance</b>			

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
<b>\$250,000 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$596,369			Beginning Balance
<b>\$596,369 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$51,280 (\$38,500)	Facilities	5/5/11	Beginning Balance Roof top units at SMART facility
<b>\$12,780 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$48,595,756 (\$22,500,000)	Facilities	12/14/10	Beginning Balance Reimbursement Resolution-Land in Central Austin for Courthouse
(\$754,400)	ITS	12/21/10	Reimbursement Resolution- ITS 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 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 Capital Equipment Purchases
<b>\$48,552,222 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$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
<b>\$0 Current Reserve Balance</b>			



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/6/2011, 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. Annual application to the Texas Department of Aging and Disability Services for the Coming of Age Grant in the Travis County Health and Human Services and Veterans Service Department;
- B. Annual contract with the Emergency Food and Shelter Board for utility assistance under the Emergency Food and Shelter Program Phase 29 for qualified Travis County residents; and
- C. Annual contract with the Texas Department of Family and Protective Services for the District Attorney's Office to continue to receive the reimbursement of eligible legal expenses from Title IV-E Legal Administration funds.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

This week's grant packet includes three items. Item A is the annual agreement with Texas Department of Aging and Disability Services for the Coming of Age Grant in Health and Human Services and Veterans Service. Prior to FY 11, the grant was known as the RSVP Grant. The program connects Baby Boomers with volunteer opportunities in education, independent living, health and human services, volunteer mobilization and capacity building. Item B is the annual agreement with the Emergency Food and Shelter Board for Health and Human Services and Veterans Service to provide emergency utility assistance for qualified low-income households. Item C is the annual contract with the Texas Department of Family and Protective Services for the District Attorney's Office to receive the reimbursement of eligible legal expenses that offset the cost of handling foster care cases.

### **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 requires a cash match that is met with existing internal funds of the department.  
Items B and C do not require a cash match.

**REQUIRED AUTHORIZATIONS:**

Planning and Budget Office  
County Judge's Office

Rodney Rhoades  
Cheryl Aker



## TRAVIS COUNTY

9/6/2011

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2011

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

Dept	Grant Title	Grant Period	Grant Award	County Match	In-Kind	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #	
<b>Applications</b>											
<b>A</b>	58	Coming of Age - Texas Department of Aging and Disability Services	8/1/2011 - 8/30/2012	\$24,484	\$24,484	\$0	\$48,968	0	R	MC	17
<b>Contracts</b>											
<b>B</b>	58	Emergency Food and Shelter Program Phase 29	1/1/2011 - 12/31/2011	\$80,571	\$0	\$0	\$80,571	0	R	S	71
<b>C</b>	23	Title IV-E Legal Administration	10/1/2011 - 9/30/2012	\$300,684	\$0	\$0	\$300,684	0	R	MC	79

The amount shown for Item C is the maximum estimated reimbursement.

**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.*

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Cm. Ct. Approval 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	AmeriCorps	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
								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

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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
55	Justice Reinvestment Initiative	10/1/2011 - 9/30/2012	\$500,000	\$0	\$0	\$500,000	0	8/30/2011
			\$31,135,604	\$7,295,419	\$783,186	\$41,014,212	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 Worksite 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

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Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval Date
22	Family Drug Treatment Court	9/1/2010 - 8/31/2011	\$119,185	\$0	\$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	\$0	\$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	\$0	\$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	\$0	\$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	\$0	\$0	\$136,234.36	0	12/21/2010

Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval 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	\$0	\$0	\$1,279,651	0	3/1/2011
20	General HAVA Title II Compliance	11/8/2000- 12/31/2010	\$626,673	\$0	\$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



Dept	Name of Grant	Grant Term	Grant Award	County Match	In-Kind	Program Total	FTEs	Approval 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	\$0	\$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	\$0	\$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	\$0	\$0	\$3,871,703	0	4/12/2011
58	ARRA WAP Weatherization Assistance Program*	9/1/2009-12/31/2011	\$6,922,699	\$0	\$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	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	\$0	\$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
45	National School Lunch/Breakfast Program and USDA School Commodity Program	7/1/2011 - 6/30/2012	\$267,890	\$0	\$0	\$267,890	0	8/30/2011
45	Community Partners for Children Coordinator	9/1/2011-8/31/2012	\$75,870	\$0	\$0	\$75,870	1	8/30/2011
49	Flood Mitigation Assistance - Planning Grant*	8/28/2009 - 8/31/2012	\$30,000	\$10,000	\$0	\$40,000	0	8/30/2011
			\$42,747,678	\$5,051,618	\$348,261	\$48,147,556	123.16	

\*Amended from original agreement.

## FY 2011 Grants Summary Report

### Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been 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

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been 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
45	Juvenile Accountability Block Grant (Local) Juvenile Assessment Center	\$8,915	\$ 8,915	17830	1	8/30/2011	Awaiting Contract	No
45	Texas Juvenile Probation Commission Grants	\$495,568	\$ 495,568	991136	71	8/30/2011	Awaiting Contract	No
37	TCSO Child Abuse Victim Services Personnel	\$11,978	\$ 11,978	23956	1	8/30/2011	Awaiting Contract	No
22	Family Drug Treatment Court	\$5,142	\$ 5,142	10284	1	8/30/2011	Awaiting Contract	No
24	Drug Diversion Court	\$4,706	\$ 4,706	9412	1	8/30/2011	Awaiting Contract	No
24	Travis County Veteran's Court	\$12,337	\$ 12,337	24674	2	8/30/2011	Awaiting Contract	No

## FY 2011 Grants Summary Report

### Permission to Continue

Dept	Name of Grant	Personnel Cost	Operating Transfer	Estimated Total	Filled FTEs	Cm. Ct. Approval Date for Continuation	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
58	Casey Family Programs Community and Family Reintegration Project	\$5,047	\$ 5,047	10094	1	8/30/2011	Awaiting Contract	No
19	Family Violence Accelerated Prosecution Program	\$11,807	\$ 11,807	23614	1	8/30/2011	Awaiting Contract	No
<b>Totals</b>		<b>\$854,624</b>	<b>\$854,624</b>	<b>\$2,034,248</b>	<b>93.5</b>			

\* 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**

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

\*The grant is shared between Travis County and six other counties. Travis County's portion of grant is roughly half with remaining 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.

<b>Grant Contracts approved by Commissioners Court</b>		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full Impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA). For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County 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.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -

Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation 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.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 4,611,349	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and 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 worksite 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	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>		<b>\$ 3,070,731</b>	<b>\$ 1,161,189</b>	<b>\$ 8,619,525</b>	<b>\$ 2,175,626</b>	<b>\$ 7,252,569</b>	<b>\$ 1,135,059</b>	<b>\$ 2,272,470</b>	<b>\$ 1,280,059</b>	<b>\$ 1,507,470</b>	<b>\$ 1,760,059</b>	<b>\$ 1,490,480</b>	<b>\$ 1,760,059</b>

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.

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## GRANT SUMMARY SHEET

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

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

Grant Title:	Coming of Age (formerly RSVP) - Texas Department of Aging and Disability Services (DADS)		
Grant Period:	From:	9/1/2011	To: 8/31/2012
Grantor:	Texas Dept. on Aging and Disability Services (DADS) through the Corporation for National and Community Service (CNCS)		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						
Operating:	24,484			24,484		48,968
Capital Equipment:						0
Indirect Costs:						0
Total:	\$24,484	\$0	\$0	\$24,484	\$0	\$48,968
FTEs:						

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
Applicable Depart. Measures						
Number of volunteers referred to non-profit organizations	800	-	-	617		800

Number of volunteers serving in outcome-based assignments (those that measure progress toward an outcome)	210	270	298	306		210
Number of elderly able to continue living in their own homes because of volunteer help	500	To be determined via survey after completion of fiscal year	To be determined via survey after completion of fiscal year	To be determined via survey after completion of fiscal year		500
Number of agencies using volunteers as part of the effort to maintain services and programs	30	48	49	49		30
Number of academic achievement sessions (tutoring, literacy, and general education) provided by Coming of Age volunteers to 25 adults	250	571	989	1,100		250
Number of nonprofit organizations provided with training and technical assistance through the nonprofit support component of the Coming of Age program	30	0	9	9		30
<b>Measures For Grant</b>						
Dept. measures and grant measures are the same						
Outcome Impact Description	85% of organizations provided with Coming of Age volunteers report these volunteers helped them better meet client needs					

		To be determined via survey after completion of fiscal year	To be determined via survey after completion of fiscal year	To be determined via survey after completion of fiscal year		
Outcome Impact Description	85% of clients served will remain in their homes					
		To be determined after completion of fiscal year	To be determined after completion of fiscal year	To be determined after completion of fiscal year		
Outcome Impact Description	70% of agencies will report that they maintained services to their clients because of the volunteers recruited and managed by Coming of Age volunteers					
Outcome Impact Description	80% of participating organizations will report that their adult clients increased their education and/or literacy levels as a result of participating in academic achievement sessions					
		To be determined after completion of fiscal year	To be determined after completion of fiscal year	To be determined after completion of fiscal year		
Outcome Impact Description	90% of nonprofits receiving training and technical assistance through the nonprofit support component of the Coming of Age program will report a better understanding of volunteer management for the 50+ population					

**PBO Recommendation:**

This grant application is for the continuation of grant funding for the Coming of Age program in Travis County. There is a dollar for dollar match requirement that is met internally by HHS&VS through budgeted resources in this program area. PBO recommends approval of this grant application.

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

Travis County RSVP was founded in 1972 to engage older adults in their communities by providing them with volunteer opportunities. The program is recognized for its success in recruiting volunteers age 55+ for nonprofit organizations and for the impact of its programs and volunteers within the community. Even so, Travis County RSVP and its local sponsor, Travis County, have identified the need to evolve its programs to more effectively appeal to and serve the demands of the growing population of baby boomers in Travis County, as well as the organizations who utilize the skills and experience of RSVP volunteers. Effective October 1, 2010, Travis County RSVP is reinventing itself as Coming of Age, an initiative developed by the

Temple University Center for Intergenerational Learning, to promote 50+ civic engagement, learning and leadership.

Coming of Age broadens the scope of RSVP by focusing on the skills available in the Baby Boomer population (those born between 1946 and 1964) as well as older retirees to create more value for the community. Coming of Age volunteers will focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers will be able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers will pursue include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS). A grant for \$63,119 comes directly from CNCS. Another grant for \$24,484 comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS. These grant funds enhance an existing program.

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

The \$24,484 grant requires a dollar for dollar cash match from the General Fund. The General Fund budget for Coming of Age more than covers the match requirement. This grant pays for operating expenses. The General Fund would most likely have to cover this if the grant is not renewed.

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 dollar for dollar cash match. This is more than covered by the current Coming of Age General Fund budget. No additional funds are required. **(The Texas State Office of the Corporation for National and Community Service has instructed Travis County to not include the County Match shown on page 1 of this Grant Summary in the budget included with the grant application.)**

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

The current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .5232. At this rate, the cost for grant administration would be \$12,810. There is not enough money elsewhere in the Coming of Age budget to cover the shortfall that would result if this amount of money were dedicated to indirect costs.

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

The Coming of Age program would have to seek funding from other sources, including the General Fund, if the Corporation for National and Community Service reduced or discontinued this grant.

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

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 DADS grant provides funding to help Coming of Age achieve the performance measures described on page 1. The grant measures are the same as the department measures.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE  
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 18, 2011

**TO:** Members of the Commissioners Court

**FROM:** *Sherri E. Fleming*  
Sherri E. Fleming  
County Executive for  
Travis County Health and Human Services and Veterans Service

**SUBJECT:** Coming of Age Grant Application to the Corporation for National and Community Service for grant funds from the Texas Department of Aging and Disability Services

**Proposed Motion:**

Consider and take appropriate action to approve a \$24,484 grant application to the Corporation for National and Community Service for grant funds from the Texas Department of Aging and Disability Services to help fund the Coming of Age program in FY'12.

**Summary and Staff Recommendation:**

Coming of Age Austin Metro (formerly known as Travis County RSVP) broadens the scope of RSVP by focusing on the skills available in the Baby Boomer population (those born between 1946 and 1964) as well as older retirees to create more value for the community. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers will be able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers will pursue include tutoring, mentoring, food distribution, caregiver services, health

education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

The Coming of Age program has three components: 1) Community Connection and Contribution, 2) nonprofit support, and 3) online access.

1) Community Connection and Contribution is about connecting people aged 50 and older to the many organizations that can benefit from their skills, passions, and experience. This will be accomplished in the following ways:

- “Explore Your Future” Life Planning Workshops. Coming of Age staff and experienced trainers will facilitate these workshops for interested volunteers. Issues covered will include civic engagement and lifelong learning opportunities. Workshops will be offered to government agencies, corporations, unions, universities, associations, faith-based organizations, and individuals. These workshops are designed to help participants explore and discover the best path to a fulfilling future.
- Leadership Academy. The Leadership Academy will build leadership skills among volunteers as well as develop and support volunteer teams to meet specific critical needs in nonprofit organizations. Nonprofit organizations interested in utilizing these teams will submit proposals which will be evaluated by Coming of Age staff based on the potential to help the nonprofit organization meet its mission as well as the degree to which the proposal allows volunteers to have an impact in the community by contributing in a meaningful way, providing input into the roles they play, and building their skills.
- Boomer U Television. Coming of Age and Travis County TV will develop a televised community dialogue series on civic engagement and issues compelling to those aged 50 and older.
- JOIN HANDS National Days of Service. These intergenerational days of service will be part of a larger strategic community volunteer plan to stimulate and inspire volunteers to go one step farther in helping others and in solving community problems.
- Community Engagement Program. Coming of Age will focus on recruiting volunteers for high-impact, outcome-based opportunities. The Community Engagement Program will serve as a volunteer information and referral resource for organizations interested in promoting their volunteer opportunities.

2) Nonprofit Support. Coming of Age will encourage and support nonprofits who utilize the skills of volunteers by providing organizations with a range of training and technical expertise.

- “Capturing the Energy and Expertise of People 50+” Learning Lab. The Learning Lab will be offered to staff of organizations using volunteers. The training will provide the knowledge and tools necessary to lead workshops focused on the recruitment, training, support, and retention of volunteers as well as on creating meaningful volunteer leadership opportunities.

3) Online Access. Coming of Age will provide a web-based, one-stop information and referral service for volunteers. This resource will assist volunteers in becoming actively involved in their communities.

TCHHSVS staff recommends approving this application.

**Budgetary and Fiscal Impact:**

The FY'12 grant is \$24,484. Travis County is required to provide a dollar for dollar cash match. This is more than covered by the current Coming of Age departmental budget. No additional funds or staff are required.

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS). A grant for \$63,119 comes directly from CNCS. Another grant for \$24,484 comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS.

CNCS grant funds help pay for salary and operating expenses. Grant funds from CNCS and other sources make up approximately 28% of the Coming of Age budget. The remaining 72% comes from the Travis County General Fund.

**Issues and Opportunities:**

Coming of Age provides valuable services to the residents of Travis County in such areas as education, health and human services, volunteer mobilization and capacity building to improve the effectiveness of nonprofits.

**Background:**

Coming of Age is committed to bringing together people of diverse backgrounds by maintaining a broad and inclusive set of organizational members and volunteer opportunities. Coming of Age is also committed to providing volunteer opportunities for those who may have physical challenges such as sight or hearing limitations or restricted mobility.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS  
 Fred Lugo, Manager, Coming of Age  
 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



### PART I - FACE SHEET

<b>APPLICATION FOR FEDERAL ASSISTANCE</b>		1. TYPE OF SUBMISSION: Application <input checked="" type="checkbox"/> Non-Construction
Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)		
2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):	3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:
2b. APPLICATION ID: 11SR131013	4. DATE RECEIVED BY FEDERAL AGENCY:	FEDERAL IDENTIFIER:
5. APPLICATION INFORMATION		
LEGAL NAME: Travis County Department of Human Services DUNS NUMBER: 030908842	Travis County through the Health and Veterans Service	NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes): NAME: Fred Lugo TELEPHONE NUMBER: (512) 854-4105 FAX NUMBER: (512) 854-4131 INTERNET E-MAIL ADDRESS: fred.lugo@co.travis.tx.us
ADDRESS (give street address, city, state, zip code and county): PO Box 1748 Austin TX 78767 - 1748 County: Travis		
6. EMPLOYER IDENTIFICATION NUMBER (EIN): 748000192		7. TYPE OF APPLICANT: <input checked="" type="radio"/> Local Government - County 7b. Local Government, Municipal
8. TYPE OF APPLICATION (Check appropriate box). <input checked="" type="checkbox"/> NEW <input type="checkbox"/> NEW/PREVIOUS GRANTEE <input type="checkbox"/> CONTINUATION <input type="checkbox"/> AMENDMENT If Amendment, enter appropriate letter(s) in box(es): A. AUGMENTATION      B. BUDGET REVISION C. NO COST EXTENSION      D. OTHER (specify below):		
		9. NAME OF FEDERAL AGENCY: Corporation for National and Community Service
10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.002 10b. TITLE: Retired and Senior Volunteer Program	11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Coming of Age Austin Metro	
12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc): Travis County, Texas	11.b. CNCS PROGRAM INITIATIVE (IF ANY):	
13. PROPOSED PROJECT: START DATE: 09/01/11      END DATE: 09/31/12	14. CONGRESSIONAL DISTRICT OF: a.Applicant TX 021      b.Program TX 021	
15. ESTIMATED FUNDING: Year #: 1	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? <input type="checkbox"/> YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON: DATE: <input checked="" type="checkbox"/> NO. PROGRAM IS NOT COVERED BY E.O. 12372	
a. FEDERAL      \$ 24,484.00 b. APPLICANT      \$ 0.00 c. STATE      \$ 0.00 d. LOCAL      \$ 0.00 e. OTHER      \$ 0.00 f. PROGRAM INCOME      \$ 0.00 g. TOTAL      \$ 24,484.00		
17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> YES if "Yes," attach an explanation. <input checked="" type="checkbox"/> NO		
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.		
a. TYPED NAME OF AUTHORIZED REPRESENTATIVE: Fred Lugo Travis County Department	b. TITLE: Project Director	c. TELEPHONE NUMBER: (512) 854-4105
d. SIGNATURE OF AUTHORIZED REPRESENTATIVE: BY: Samuel T. Biscoe Travis County Judge	e. DATE SIGNED:	

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### Executive Summary

#### EXECUTIVE SUMMARY

Through its 38 years of existence, Travis County RSVP was recognized for its success in recruiting volunteers age 55+ for nonprofit organizations and for the impact of its programs and volunteers within the community. Last year, Travis County RSVP and its local sponsor, Travis County, identified the need to evolve its programs to more effectively appeal to and serve the demands of the growing population of baby boomers in Travis County, as well as the organizations who utilize the skills and experience of RSVP volunteers. On October 1, 2010, Travis County RSVP reinvented itself as Coming of Age, an initiative developed by the Temple University Center for Intergenerational Learning, to promote 50+ civic engagement, learning and leadership. Travis County RSVP expanded the scope of its program, while still maintaining the core elements of the RSVP program. While Coming of Age engages people 50 and older, only people 55+ are attributed to the RSVP grant. As an RSVP grantee, Coming of Age Austin Metro systems and infrastructure track and separate the scope for each of the two programs (e.g., program, budget, members) while operating under the Coming of Age name.

There are three components of the Coming of Age program: 1) Explore Your Future, 2) Community Connection and Contribution, and 3) Nonprofit Support.

**Explore Your Future.** Staff and experienced trainers in life training receive training from Temple University Center for Intergenerational Learning staff on conducting "Explore Your Future" Life Planning Workshops. Coming of Age staff and trainers will facilitate these workshops for pre-retirees and retirees. Issues covered include civic engagement and lifelong learning opportunities. Workshops will be offered to government agencies, corporations, unions, universities, associations, nonprofits, faith-based organizations, and individuals. With a focus on civic engagement, the program is designed to help participants explore and discover the best path to a fulfilling and engaged future.

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**Community Connection and Contribution.** This component involves connecting people 50 and older to the many organizations that can benefit from their skills, passions, and experience. This will be accomplished through a variety of channels that will help and lead talented people - the Coming of Age volunteers - to address community needs. The programs within this component are:

1) **Leadership Academy.** Coming of Age will implement a workshop series, the Leadership Academy, that will build leadership among those 50+ and develop and support teams to address specific critical community needs in nonprofit organizations. Nonprofit organizations interested in utilizing these teams will submit proposals to Coming of Age. Proposals will be evaluated based on the project's potential to help the organization meet its mission and the degree to which the proposed opportunities allow older volunteers to have an impact on the community, contribute in a meaningful way, provide input into the roles they play, connect and form new and purposeful relationships, and build skills.

2) **Boomer U Television.** Coming of Age and Travis County Television will develop and launch a televised community dialogue series and video files on civic engagement and issues compelling to those 50+. Video files will be viewable through video file sharing online services, e.g. YouTube.

3) **JOIN HANDS National Days of Service.** These intergenerational days of service will be part of a larger strategic community volunteer plan to stimulate and inspire volunteers to go one step further in helping others and solving community problems.

4) **Get Involved.** This community engagement program will recruit volunteers ages 50 and older, specifically for high-impact, outcome-based opportunities. Get Involved will serve as a volunteer information and referral resource for organizations interested in promoting their volunteer opportunities through Coming of Age and to those 50+ interested in volunteering.

5) **Online Access.** This component will provide a web-based one-stop information and referral service that connects people age 50+ to existing programs and services. This comprehensive, online resource will assist people age 50+ in accessing the knowledge and opportunities necessary to become actively

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involved in their communities.

The Nonprofit Support component focuses on encouraging and supporting nonprofits who utilize the experience and skills of people 50+ by providing these organizations with a range of training and technical expertise. The programs to be offered are:

1) "Capturing the Energy & Expertise of People 50+" Learning Lab. The Learning Lab will be offered to staff at volunteer stations. Staff will receive training from Temple University Center for Intergenerational Learning staff. The training will provide the knowledge and tools necessary to lead workshops focused on the recruitment, training, support, and retention of volunteers 50+, and on creating meaningful volunteer leadership opportunities that build the capacity of nonprofit organizations. The six-session program will cover a range of critical topics including:

- Understanding who adults age 50+ are today;
- How to craft compelling opportunities for them;
- How to create and use messages that reach this audience;
- How, when, and where to recruit;
- Placing, training, and managing volunteers age 50+; and
- Planning for maximum success.

2) Get Involved. This community engagement program will serve as a volunteer information and referral resource to nonprofit organizations interested in the experience and skills of volunteers 50+.

Also,

Coming of Age will provide support to volunteer stations through the recruitment and placement of Coming of Age volunteers in impact-based assignments.

Note: With the reinvention of RSVP as Coming of Age, the terminology for an RSVP volunteer and an RSVP volunteer station will be changed to a Coming of Age volunteer and a Coming of Age volunteer

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station, respectively; this terminology is used throughout the grant application.

### Strengthening Communities

#### SECTION A: STRENGTHENING COMMUNITIES

##### KEY ECONOMIC, DEMOGRAPHIC and GEOGRAPHIC FEATURES

Travis County, established in 1938, covers an area of 989 square miles and can be divided into three sections: the hill country to the west, the flatlands to the east, and the highly populated section in between. Travis County is the 5th largest county in Texas with a current population of 1,054,052 residents. The County has grown rapidly over the past decade, by about 25%, and is the 12th fastest growing county with a population over 100,000. About three-quarters of the County's population live in Austin, the state capital, although the share of the population that lives in the smaller municipalities or unincorporated areas has increased in recent years. (Census Population Estimates Program, 2009)

Not only has Travis County grown in size, it is also increasing in diversity. Since 2000, Asians and Hispanics have increased as a proportion of Travis County's population, while the proportion of Non-Hispanic Whites has decreased. Currently, 52% of the population identifies as Non-Hispanic White followed by Hispanic or Latino (33%), Non-Hispanic Black (8%), Non-Hispanic Asian (5%) and other race/two or more races (2%). The County's immigrant population has grown rapidly over the past several decades; an estimated 182,743 foreign-born individuals live in Travis County and comprise 18% of the population, compared to only 8% in 1990 and 15% in 2000. Over half were born in Mexico (95,726); the next largest group comes from Asian countries (38,871). In a related trend, the number and share of bi/multilingual residents or those with a primary language other than English has also grown since 2000, from 29% (or 216,164) in 2000 to 33% (or 299,012) in 2008. These immigrant and language-related characteristics tend to be similar to those seen statewide but reflect greater diversity than in the U.S. as a whole. (All data, unless otherwise specified, is from the Census 2000 or American

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Community Survey. The 2008 American Community Survey is based on a population of 998,543.)

Overall, Travis County has a relatively young population -- the median age in Travis County is 32.5, compared to 33.2 for Texas and 36.9 for the United States. However, just as in other communities around the nation, Travis County is experiencing the aging of the baby boomer generation. The 45-64 age group is the fastest growing of all the age groups and has grown by 52% since 2000. The 55 and older population grew at a rate that was the highest in the nation (110%) for those 55-64, and second highest in the nation for those 65 and older (53%). Travis County's under 18 population is also growing at a faster rate than the population as a whole; this same trend does not appear in state and national statistics.

Travis County is a relatively well-educated and economically viable community but a level of disparity does exist. Overall, Travis County's population is characterized by a high level of educational attainment. Compared to state and national figures, proportionately more Travis County residents have a college degree (43% of the adult population) and fewer lack a high school diploma. Still, 14% of adult residents report having less than a high school diploma or equivalent in comparison to 20% of Texans and 15% of Americans).

In terms of economic characteristics, Travis County has a comparatively high median income but also has a relatively high cost of living and a significant portion of its population living in poverty. In 2008, the reported median household income in Travis County was \$55,467. The median household income in Travis County exceeds that of the U.S. (\$52,029) and Texas (\$50,043); however, over the past decade the difference in median income between the County and state/nation has been shrinking. (While the ACS is generally timely information, the data reported here reflects the conditions during 2008 and thus the effects of the current economic recession may not be fully reflected.)

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About 144,366 Travis County residents (15% of the population) live in poverty. Of those, about 47,723 are children (a 19% child poverty rate). Poverty rates have been relatively stable for the last few years but remain higher than in 1999 when 13% of individuals and 14% of children lived below the poverty threshold. Travis County has a higher poverty rate (15%) than the U.S. (13%), but a lower rate than Texas (16%). Children and female adults are disproportionately represented among the poor, with the overrepresentation being especially prominent among children. Because of the relatively high cost of living in Travis County, the most recent CPPP Family Budget Estimator project (updated in 2007) calculated that Travis County families typically need incomes of at least double the poverty level to make ends meet. (Center for Public Policy Priorities, website: <http://www.cppp.org/fbe>) Based on this research, an estimated one-third (32%) of the County's population (or, the 311,005 people who live in households with incomes at or below 200% of the poverty level) likely face some degree of economic hardship.

Unemployment rates in Travis County tend to mirror some of the same disparities reflected in other economic trends. Overall, Travis County's unemployment rate was 6.7% in May 2011, lower than both the U.S. (9.1%) and Texas (8.0%) rates. However, as workforce trends generally predict that unemployment decreases as education levels increase, those with the highest educational attainment levels in Travis County also have the lowest unemployment (about 3% unemployment for those with a bachelor's degree or higher), and those with the lowest educational attainment levels have the highest unemployment (6.3% for those with less than a high school degree).

Together, these demographics point to a community with considerable assets but also with growing needs. The Coming of Age model seeks to leverage the skills and experience of community members 50+ to help meet these needs.

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### LOCAL INPUT INTO PROGRAM DESIGN AND EVALUATION

Coming of Age Austin Metro convenes meetings with its advisory groups, health and human services staff, county elected officials, and the local 20-member Aging Services Council (a diverse and broad-based community planning body of faith-based, nonprofit, and public service providers on aging issues) to seek input into Coming of Age programming. A three-year plan was developed in 2010 that broadened the program's scope, yet maintained the core program elements of RSVP.

To gather local input into program design, staff will work with our advisory groups and the Research & Planning Division of Travis County Health & Human Services to survey: 1) nonprofit organization partners on organizational needs and support to enhance their volunteer programs, and 2) the age 50+ Coming of Age volunteer on what defines meaningful service and the programs that are most compelling to them.

In 2010, interviews with leaders in communities of color were conducted to gain an understanding of existing volunteer opportunities and means of engagement within communities of color. Outreach efforts in 2011-2012 will focus more on faith-based organizations for African-American communities, and neighborhood meetings and centers for Mexican-American communities.

Evaluation of the new program will include several methodologies. As described earlier, Coming of Age staff and advisory committee members will conduct annual surveys to both volunteers and stations in order to evaluate the services provided by each one. Additionally, performance measures will be assessed annually to evaluate program objectives and volunteer impact. All Coming of Age program offerings will be evaluated to determine effectiveness and community value.

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Coming of Age staff will conduct site visits, including interviews with site leadership, to evaluate program viability, current and projected volunteer opportunities, and the appropriateness of the site as a continuing volunteer station. Factors that affect the quality of the program include physical space, leadership, infrastructure, partner support, and population served, and these factors will be measured during the site visits.

Coming of Age staff has partnered with the Research and Planning Division of HHS/VS in the development of short- and long-term program evaluation measures. These evaluation measures are described in Part III Section C: Processes for Assessment. In addition, an advisory committee made up of staff, Aging Services Council members, organizational members, and volunteers will contribute to program design and evaluation on an ongoing basis.

### **SELECTION OF COMMUNITY PARTNERS**

Coming of Age will address a broad range of community needs but will focus community engagement efforts in education, independent living, health, human services, volunteer mobilization and capacity building. In partnership with volunteer stations and volunteer connector organizations, Coming of Age will leverage its capacity as the County's leader in older adult volunteer service to implement strategies that will have a positive impact in the desired areas of service. Any public agency, secular or faith-based private nonprofit organization, or proprietary health-care organization in Travis County may promote its volunteer opportunities through the Coming of Age program. Those who meet requirements defined in the RSVP Operations Handbook and who address the community needs criteria identified by Coming of Age may also be selected as volunteer stations.

Volunteer stations will be required to participate in the Coming of Age Learning Lab, "Capturing the Energy & Expertise of Volunteers 50+," an intensive 2 day workshop. Volunteer station staff will leave

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understanding the generational characteristics of boomers and seniors and the key characteristics of creating compelling volunteer opportunities for individuals ages 50+. It is the hope that these staff will implement effective volunteer management, interview and screening skills. The Learning Lab will help volunteer stations ensure that each volunteer has a high-quality experience by providing volunteer station staff with a better understanding of how to fully leverage the skills and experience of the 50+ population.

Volunteer stations will be able to utilize the experience and skills of Coming of Age volunteers to 1) address the identified areas of need, 2) take advantage of training and technical assistance opportunities through Coming of Age, and 3) supplement their volunteer support services with those provided through Coming of Age.

### PUBLIC AWARENESS AND COMMUNITY SUPPORT

With a growing number of citizens turning 50 every day, there is a great opportunity for communities to benefit from the skills and talents of this growing human resource. Coming of Age created a full-time staff position to heighten public awareness about this age group's potential and the services provided through the Coming of Age program.

Coming of Age will partner with a Travis County television station, TCTV, and other local broadcast media stations to highlight the skills and experience of those 50 and older, as well as air public service announcements (PSAs), advertise events, and profile older adults in service.

Additionally, a televised community series will be implemented on community engagement and issues that are relevant to the 50+ population. The series will be televised and broadcast in the Austin metropolitan area through TCTV to a daily viewing audience of over 5,000. Another outreach strategy

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will include developing video files on these same issues and profiling the achievements of older adults in service. Video files will be viewable through video file sharing online services, e.g. YouTube.

Coming of Age will embark on an annual recruitment campaign designed to significantly increase the number of older adults engaged in public service. This will involve a range of marketing strategies, including direct mail, editorials, radio and television PSAs, and outreach to corporations and community and faith-based organizations. A media Advisory Committee will be formed to assist in the marketing campaign, as well as assist in speaking engagements to civic organizations, retiree and pre-retiree groups, faith-based groups, and corporate employee volunteer programs.

### **BRINGING TOGETHER PEOPLE OF DIVERSE BACKGROUNDS**

Coming of Age is committed to bringing together people of diverse backgrounds by maintaining a broad and inclusive set of organizational members and volunteer opportunities.

In partnership with the Research and Planning Division of HHS/VS, interviewed leaders in communities of color to better understand cultural differences related to volunteering. Staff also surveyed the 50+ population in diverse communities to explore the characteristics of meaningful volunteer service and issues that are most compelling to them. The results of the survey and interviews will be used to refine Coming of Age programming and to strengthen our commitment to diversity.

Coming of Age is also committed to providing volunteer opportunities for those who may have physical challenges, e.g. sight or hearing limitations or restricted mobility. Input from community experts in these areas, including staff from HHS/VS, the Aging Services Council, community partners, and other health and social service provider organizations, will be gathered annually to ensure that, when appropriate, physical requirements do not present a barrier to service.

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### **MOBILIZATION OF COMMUNITY RESOURCES**

Coming of Age will mobilize community resources in a variety of ways:

- Recruit skilled adults 50+ to volunteer at community organizations;
- Raise funds and in-kind donations from local foundations;
- Engage experts in the field to participate in community dialogue series;
- Train nonprofits in understanding the staff time and resources needed to successfully recruit and retain volunteers;
- Engage the 20-member senior service planning organization, the Aging Services Council of Central Texas, to promote Coming of Age and increase access to information on community engagement;
- Recruit a diverse Coming of Age Advisory Council membership from areas including the corporate, public, and faith-based sectors, as well as communities of color, to advise and support Coming of Age; and
- Engage Travis County Television and other local broadcast and print media outlets to advertise Coming of Age opportunities and events.

### **VOLUNTEER PARTICIPATION IN COMMUNITY ACTIVITIES**

Volunteers will participate in community activities through their volunteer organizations and Coming of Age programs. Volunteer stations' activities will focus on education, independent living, health, human services, volunteer mobilization and capacity building. Examples of activities include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating and participating in fundraising events for nonprofit organizations. Volunteers will participate in Coming of Age programs through "Explore Your Future" workshops, community dialogue series, national days of service events, and the Leadership Academy.

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### **ENHANCING THE CAPACITY OF ORGANIZATIONS**

Coming of Age will develop and support programs based on community needs. These programs will simultaneously leverage the talents, skills, and passions of the 50+ community and provide training and support to nonprofits to solve a specific community problem.

Nonprofit organizations interested in recruiting people 55+ from the Leadership Academy will be encouraged to submit proposals to Coming of Age. Proposals will be evaluated based upon the project's potential to help the organization meet its mission. Key criteria to be used are: the degree to which the proposed opportunities allow older volunteers to have an impact on the community, incorporation of volunteer input into assigned activities, skills development, relationship building, and flexibility.

Service opportunities that enhance the capacity of organizations will be a top program priority for Coming of Age. Coming of Age volunteers will build the capacity of nonprofit agencies by dedicating significant time to organize and participate in fundraising efforts, as well as mobilize volunteers, for those agencies.

The Coming of Age Learning Lab will be provided to all volunteer stations. The intensive program will build organizational capacity by:

- 1) Attracting and retaining more people 55+ to connect and contribute to their organization;
- 2) Engaging skilled people 55+;
- 3) Applying new strategies to strengthen an organization's capacity to achieve its mission; and
- 4) Providing stations with new insights as a result of participating in a learning collaborative.

### **INTEGRATING SENIOR SERVICE INTO THE ACTIVITIES OF OTHER SERVICE PROGRAMS WITHIN THE COMMUNITY**

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The Coming of Age program, in addition to providing each station with a volunteer, will also offer a Learning Lab twice a year. This comprehensive training module will help organizations fully leverage the skills and experience of people 55+.

The module's curriculum is based on state-of-the-art research on critical issues about engaging people age 50+ in meaningful service. Session leaders are local subject matter experts. All are highly skilled at helping Coming of Age organizational members mine the talent and expertise of this expanding and evolving resource. Coming of Age will recommend that stations register two representatives (e.g., the executive director, volunteer manager or coordinator, and any other staff member who is involved in managing opportunities) to maximize the opportunity that the Learning Lab offers.

Community groups in which older adult service is represented and integrated in planning or other initiatives include the 20-member Aging Services Council (ASC) and the Area Agency on Aging-Capital Area (AAA-CA). ASC reports and makes recommendations to address various community needs pertaining to older adults. Coming of Age staff will participate in planning initiatives and collaborate with agencies that work with the Aging Services Council (the City of Austin, Travis County, United Way, foundations, and senior service providers) to integrate older adult volunteer service into their plans for meeting community needs. The AAA-CA is responsible for developing an area-wide plan for addressing specific issues pertaining to aging. Coming of Age will partner with agencies that address issues in the Area Agency on Aging plan to integrate older adult service into their agency plan for meeting community needs.

Coming of Age will also serve in an advisory capacity for councils, organizations, or committees that promote older adult service as a means to more effectively address community needs, e.g. Austin Groups for the Elderly and the Texas Senior Advocacy Coalition. Additionally, Coming of Age will work with and

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support organizations seeking to integrate senior service into grant applications for aging in place.

### Recruitment and Development

#### SECTION B: RECRUITMENT AND DEVELOPMENT OF VOLUNTEERS

##### ASSURING A HIGH QUALITY EXPERIENCE FOR VOLUNTEERS

The Learning Lab, described in the previous section, and structured programmatic processes will help Coming of Age ensure volunteers a high-quality experience. Processes will include a comprehensive station selection process, ongoing training opportunities, skills development and appropriate station supervision. An organization interested in becoming a station must be able to identify how a volunteer would help its organization accomplish its goals and understand the role a volunteer assumes in its service delivery system(s), if applicable. Additionally, prospective stations should be able to effectively communicate the importance of volunteer service to funders, service recipients, program advocates, and the volunteer. In doing so, stations will clearly understand their responsibilities and the value a volunteer brings to their respective organizations. Volunteers, in return, will be able to reflect on the importance their service has made not only to their assigned station, but themselves. Routine check-ins with individual and organizational members will help Coming of Age staff ensure successful matches. The Coming of Age evaluation process will formally measure both volunteer and station experiences.

Coming of Age will build volunteer leaders through its Leadership Academy. Among the goals of the Leadership Academy are helping individual members learn how to use their personal experiences and passion to inspire others to serve, and building leadership skills that will enhance the capacity of organizations where volunteer leaders serve.

##### RECRUITMENT, RETENTION, AND RECOGNITION

Recruitment strategies for Coming of Age volunteers include: utilizing internet technology, broadcasting

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PSAs through media advertisements, conducting face to face presentations, providing life planning workshops, offering a community dialogue series on civic engagement, developing a leadership academy, providing an information referral service, posting print media stories, and creating a public awareness campaign.

- **Internet Technology:** Volunteer opportunities for Coming of Age will be posted monthly using Volunteer Match, Facebook, and Craigslist. A monthly electronic newsletter will be distributed, featuring opportunities for lifelong learning and service, and will provide an interactive website where the 55+ population can find constructive and relevant resources.
- **Broadcast:** The program will partner with Travis County Television to produce Coming of Age PSAs that will be broadcast bi-monthly. Staff will also explore additional broadcast media outlets to broadcast PSAs.
- **Presentations:** Staff will conduct two presentations each month to civic groups, faith-based organizations, social groups, corporations, social services agencies, and other groups of interest.
- **Life Planning Workshops:** "Explore Your Future" will be offered to pre-retirees and retirees through various agencies and entities.
- **Community Dialogue Series:** The program will develop an agreement with Travis County Television to implement a televised community dialogue series to focus on older adult issues.
- **Leadership Academy:** A workshop series will be offered which will build leadership skills among the 55+ population. "Make a Big Difference Teams" will be formed to address critical community issues and needs.
- **Information Referral Service:** Coming of Age participants will be provided a wide spectrum of opportunities for individuals and organizations. Individuals can be connected to compelling volunteer opportunities, learning opportunities, encore career opportunities, ways to enjoy free time, ways to explore their future, and information on issues that are important to the 50+ population. Organizations can enjoy learning tools, best practice information, and research engines for a variety of topics.



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- **Print media stories:** Inspirational volunteer stories will be highlighted through various print media outlets.
- **Develop and implement a public awareness plan of volunteer and encore opportunities and the contributions of boomers and older adults in service.**

**Retention strategies include:**

- **Ensuring opportunities allow for flexibility in areas such as volunteer activity, length of commitment, location, population served, leadership opportunities offered, new skills that are gained, and the like;**
- **Providing a well-organized benefits structure that includes service learning;**
- **Offering intergenerational opportunities for events, including national days of service;**
- **Conducting follow up with volunteers after they are placed to ensure satisfaction has been achieved;**
- **Maintaining "Explore Your Future" workshops, the community dialogue series, the Leadership Academy, the Information Referral Service, broadcast and print media outlets, and Internet technology;**
- **Making personal contact with volunteers who are not active; and**
- **Developing educational, social, and cultural activities for members.**

**Recognition will be comprised of traditional and non-traditional activities; these include benefits that directly serve the volunteers.**

- **Formal recognition will occur at an annual banquet. Volunteers will be honored for their achievements.**
- **A monthly email newsletter will feature volunteer opportunities, volunteer and station spotlights and relevant volunteer resources.**
- **Volunteers will have access to "Explore Your Future" workshops to further explore options in their retirement years, focusing on public service and lifelong learning.**
- **Volunteers can take advantage of an on-going televised community series and video file sharing on civic engagement and issues compelling to people 50+.**

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- Coming of Age will nominate volunteers for community and national service awards.

### **TRAINING AND TECHNICAL ASSISTANCE TO PROJECT STAFF, VOLUNTEERS, VOLUNTEER STATION SUPERVISORS, AND COMMUNITY PARTICIPATION GROUPS**

Project Staff: Travis County, the local sponsor, offers professional development training and support to project staff. In addition, staff will continue to receive trainings in workshops provided at local and national professional meetings on volunteerism and community service. Specialized training specific to the Coming of Age program will be provided by staff from Temple University Center for Intergenerational Learning. This training will focus on how to facilitate workshops for pre/post retiree volunteers and organizational members: These workshops will offer best practices in the areas of "Train the Trainer" and the "Learning Lab," mentioned previously. Guidance in survey development to expand the program's community base will be provided by the Research and Planning Division of HHS/VS.

Coming of Age volunteers will examine Productive Aging through "Explore Your Future," a program designed to educate and stimulate them in their pre/post retirement years. This program will offer strategies for successful aging by means of five Life Planning Workshops that focus on civic engagement. The members will explore opportunities where volunteering can meet community needs, discuss lifetime learning, enjoy the development of leaders through the Leadership Academy and attend community engagement forums and lecture series by experts in various fields. The Coming of Age website will also serve as a training and motivational resource for the new volunteer. Additional training will be provided on-site by stations.

Coming of Age stations will be specifically selected to participate in the Coming of Age program based on their ability to address prioritized community needs in education, independent living for seniors, and capacity building in financial and volunteer sectors and health and human services. Volunteers will be

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required to participate in the Coming of Age Learning Labs, called "Capturing the Energy & Expertise of People 50+." The labs comprise a 2-day series of workshops which focus on how to mobilize, energize and utilize the baby boomer volunteer. The organizations involved will explore what motivates these volunteers in a diverse community. They will be asked to sharpen volunteer interviewing and screening skills, as well as design dynamic strategies for effectively engaging and challenging the 50+ volunteer. Their newly recruited volunteers will serve to demonstrate an impact on specific community issues.

Community Participation Groups (CPGs) are those that are found in partnerships throughout the community. Organizations identified as CPGs will be established to address the priority issues mentioned above. The groups involved may include local universities, nonprofit agencies, and entities addressing or championing the needs of the aging community and intergenerational learning. The groups will be diverse and representative of the current Travis County demographic. They will be given the opportunity to participate in the evolving Coming of Age program after discussion of the program's mission and method of operation.

### **Program Management**

#### **SECTION C: PROGRAM MANAGEMENT**

#### **STATIONS THAT ADDRESS SPECIFIED COMMUNITY NEEDS AND PROVIDE MEANINGFUL PLACEMENTS**

Critical community needs have been identified in Travis County through a partnership of community service providers, funders, government agencies, business leaders, and community representatives known as the Community Action Network. Coming of Age will focus community engagement efforts in education, independent living, health, human services, volunteer mobilization and capacity building. Agencies that address these community needs will be identified through a social service agency list maintained by the Research and Planning Division of HHS/VS and other community participation

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groups. Agencies that work in partnership with Coming of Age and who utilize the skills and interests of volunteers to meet these needs will become volunteer stations.

Coming of Age will work with approximately 50 nonprofit or public organizations located throughout Travis County to ensure a wide range of outcome-based volunteer assignments for our members. All volunteers will be placed in outcome-based assignments. Coming of Age seeks to limit the number of additional Coming of Age volunteer stations to 15 in subsequent years. Maintaining this number of volunteer stations allows staff to develop quality relationships and provide technical assistance to members where needed, while focusing on volunteer outcome-based performance goals and providing diverse, flexible service opportunities.

Coming of Age volunteer stations will be carefully considered, and staff will seek tangible collaboration from each agency. Coming of Age will collaborate with eligible service providers to develop plans and service opportunities that address identified needs. Volunteer management will be based on the Corporation for National and Community Service's requirements and on agreements maintained in a Memorandum of Understanding. The Memorandum of Understanding will describe the relationship between Coming of Age and the volunteer station. Additionally, job descriptions and volunteer assignment plans will be used for project management. Program-specific station requirements, beyond those of federal requirements, may include:

- 1) Providing access to diverse populations;
- 2) Creating flexible service options, e.g. project-based, episodic, weekly commitments, and/or one-time events;
- 3) Understanding how to engage older adult volunteers;
- 4) Utilizing the unique skills of older adult volunteers to make lasting change;
- 5) Bringing diversity of location, service activity, population served, and need served; and

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### **6) Accessibility via public transportation and car.**

Coming of Age will be a resource for volunteers and volunteer-related knowledge, receiving frequent requests for volunteers and volunteer management resources from the community.

### **ASSESSMENT OF PROJECT PERFORMANCE**

Evaluation will include several methodologies. Coming of Age staff and advisory committee members will conduct an annual station survey and an annual volunteer survey to evaluate services provided by each. Additionally, performance measures will be assessed annually to evaluate program objectives and volunteer impact. All Coming of Age program offerings will be evaluated to determine effectiveness and community value.

Coming of Age staff will conduct regular site visits to stations. These visits may include interviews with site leadership, program viability or evaluation, and discussion of current and projected volunteer opportunities. Physical space, leadership, infrastructure, partner support, and population served will also be items assessed during these site visits.

The Research and Planning Division of HHS/VS has assisted the Coming of Age program in the development of short- and long-term program evaluation measures for this grant. R&P provides information, such as demographic data, as well as planning, evaluation, and program development expertise to integrate and mobilize community and department efforts across issue areas, leverage and develop resources, and assure the quality of new and existing programs.

Coming of Age evaluation measures include:

Short-term (1-2 years)

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1. Increased knowledge, skills and behavior of staff at organizations that will enable the organizations to successfully engage people 55+ in compelling volunteer opportunities;
2. Expanded awareness and increased motivation of people 55+ to pursue options for contribution and connection in their communities through civic engagement;
3. Demonstration of effective strategies for promoting 55+ civic engagement in culturally diverse communities; and
4. Successfully implementing two organizational capacity-building workshops/year for local organizations.
5. Increased number of meaningful opportunities for connection and contribution offered within local organizations and communities;
6. Expanded community awareness of the value of people 55+ as a rich and unique community resource;
7. Demonstrated impact of 55+ civic engagement on specific community issues;
8. Engaged diverse populations in opportunities to connect and contribute through civic engagement; and
9. Evidence that participation in Coming of Age creates more purposeful and connected lives for residents age 55+ in Travis County.

### **Long-term (3+ years)**

1. More purposeful, connected and contributing lives for the region's 55+ population;
2. Healthier and stronger community organizations; and
3. Changed awareness and attitude about people 55+.
4. Increased number of people 55+ in Travis County connecting with and contributing to the local community through volunteer service;

Project performance is reported quarterly to the Travis County Planning and Budget Office.

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

### **MANAGING INFORMATION AND DATA**

Coming of Age will maintain a volunteer management database and an internal tracking system for all volunteer service activities to help demonstrate project and volunteer impact.

The database (Volunteer Reporter) and internal tracking system will provide the number of potential volunteers referred to Coming of Age, the number of individual members successfully placed as volunteers, the number of hours served, and the number of individual members retained.

Supporting information for impact programs will be collected from or provided by stations and tracked through systems described in the attached workplans. Supporting information will include service activities, outputs, and outcomes. Data will be reported monthly and reviewed on a bi-annual basis by an internal review team from the Coming of Age sponsor, Travis County, as well as an Board/Advisory Council review team.

### **MANAGING PROJECT RESOURCES**

Travis County, the project's sponsor, will provide Coming of Age with the necessary support to ensure accountability and efficient and effective use of available resources. Project resources will be managed by the Coming of Age Director and HHS/VS's Finance Division. HHS/VS's Finance Manager, HHS/VS's Executive Manager, the Travis County Auditor's Office, and the Travis County Planning and Budget Office will review budgets annually, with final review and approval from the Travis County

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Commissioners Court. Additionally, HHS/VS's Finance Division will provide monthly budget activity statements. Budget forecasts will be conducted at the half year mark to ensure good stewardship of resources. General purpose financial statements are audited annually in accordance with government auditing standards.

### **SECURING RESOURCES TO SUSTAIN AND EXPAND THE PROGRAM**

Travis County Health & Human Services staff, including Coming of Age staff, will secure resources by researching funding opportunities and submitting grant applications to various funders, in addition to soliciting community and corporate sponsors for events.

Travis County has made a commitment to Coming of Age and will provide an annual financial allocation to ensure its long-term success, as well as provide staff to research grant opportunities. Coming of Age will benefit from the resources of Travis County for critical support including administrative support, record keeping, financial management, facilities management, equipment, supplies, and personnel management.

Coming of Age will utilize its Advisory Council to seek and document additional cash and in-kind support to enhance and expand the project. The Advisory Council will be responsible for identifying project areas that need support and areas where expansion could enhance the project's ability to address identified community needs.

### **Organizational Capacity**

#### **SECTION D. ORGANIZATIONAL CAPACITY**

#### **ORGANIZATION'S EXPERIENCE**

Travis County has successfully managed federal grants for more than 30 years and has managed the



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RSVP grant since 1975. In addition to managing grants, Travis County has supported volunteer programs within its departments for approximately 30 years and has been a provider of social services for more than 20 years, some of which include services to the elderly population in areas of basic needs, e.g. housing, weatherization, and emergency assistance. Additionally, the County has funded local nonprofit organizations that provide social services to the elderly population and is a recipient of other Corporation for National and Community Service funding, e.g. AmeriCorps\*State grant.

### **KEY STAFF POSITIONS**

Coming of Age staff roles are as follows:

- 1) The Coming of Age Program Director is responsible for the program budget, resource development, reporting, local and national advocacy, planning, program evaluation and assessment, building commitment among partners of program priorities, supporting the Advisory Council, RSVP grant management, personnel and performance management. The Program Director has a BA in Natural Sciences from the University of Texas at Austin and brings over 20 years of experience in volunteer management and human services planning in basic needs and senior issues.
- 2) The two Community Engagement Coordinators are responsible for identifying, screening and matching volunteer skills with nonprofit/public organizations, supervising the work of Coming of Age's in-house volunteers, volunteer station management, and the development of volunteer projects with measurable impacts. One Coordinator has a Bachelors in Mass Communications/Journalism, 14 years of experience in volunteer management, plus 7 years of experience as an RSVP grantee Volunteer Coordinator. The other position is currently vacant and is being posted.
- 3) The Training & Education Coordinator is responsible for developing and implementing effective Coming of Age training for volunteers and stations on civic engagement, leadership skills development for the 50 and older population, and capacity building for nonprofit organizations. These include the Learning Lab, "Explore Your Future" workshops, Leadership Academy, and lecture series on productive

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aging. The Training & Education Coordinator has taught for over four years at the college level, has a MA in Curriculum and Instruction/Adult Education and PhD in Education Administration from the University of Texas.

4) The Communications & Development Coordinator is responsible for implementing strategies to gain greater public awareness of the program, promoting civic engagement, partnering with local media to create awareness of volunteer opportunities and the contributions of older adults in service, and obtaining pro bono services, in-kind support, and funds development. The Communications & Development Coordinator has a BA in Behavioral Science and a Masters in Public Administration and brings 5 years of experience in communications, marketing, outreach, and funds development.

5) The Community Resource Coordinator serves as a resource specialist on volunteer opportunities and other areas that promote overall well-being among the 50+ population, e.g. health & wellness, leisure, and lifelong learning; cultivates agency relations; serves as a resource/technical consultant to nonprofit agencies on effective volunteer management; develops retention strategies, including recognition; and agency and member survey development and analysis. This Coordinator has 14 years of experience in volunteer management and senior issues and has a Bachelors degree in Gerontology.

6) The Administrative Assistant provides administrative support services for staff and maintains the volunteer management database, purchasing, equipment inventory. The Administrative Assistant has 5 years of experience in providing administrative support to RSVP and 18 years of office administration.

7) The Learning Lab Trainers (2-3), to be hired, will be independent contractors and experienced trainers who help local organizations capture the energy and expertise of adults 50+ and attract more people age 55+ to connect and contribute to local organizations through a two session training class and follow up technical assistance.

8) "Explore Your Future" Trainers (5-6), to be hired, will be independent contractors and experienced trainers who help pre-retirees and retirees explore their future and design a fulfilling next phase of life, filled with opportunities.

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### **FINANCIAL MANAGEMENT SYSTEMS AND EXPERIENCE IN MANAGING FEDERAL GRANTS**

Travis County's organizational structure and procedures provide for appropriate and astute fiscal oversight of its monies: general fund, grants, contracts, and otherwise. Within the County, there is a minimum of four departments involved in the review and approval process for grants development and management. These are: the Planning and Budget Office, the County Auditor, the County Attorney and the respective Department seeking grant funding. For purposes of this proposal, HHS/VS is the grantseeking Department.

Travis County and HHS/VS have successfully managed federal grants for more than 30 years. Currently, HHS/VS manages more than 10 federal grants (including American Recovery and Reinvestment Act funding) totaling more than \$10 million dollars. There are four staff principally involved in general grants development and administration. These include: the Finance Manager and two Contract Compliance Specialists - one primarily focuses on discretionary funding and the other on formula (entitlement) type grants. There is also a Resource Development Senior Planner who stewards the pre-award phase of the departmental grants cycle, leading needs identification, grants research and development. The Finance Manager and Finance staff are involved throughout the various phases of the grant award, working closely with the grant-funded program within HHS/VS to ensure appropriate oversight and compliance with grant regulations. The Finance Manager and Contract Compliance Specialists each have more than 10 years experience administering grants. The Resource Development Senior Planner has more than 13 years of grants experience that includes development, management, and administration (grantor). HHS/VS also has a departmental Grants Management Procedures manual that is aligned to County procedures and protocol.

### **TRACK RECORD IN MANAGING VOLUNTEER PROGRAMS, INVOLVEMENT WITH SENIORS, AND**

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### IMPACT-BASED PROGRAMMING

Travis County has 35 years of experience engaging older adults around the needs of the community through its sponsorship of RSVP. In early 2009, Travis County leadership challenged all programs to examine trends that may affect service delivery or make them outdated, as well as developing programs that are of more community value. In early 2010, RSVP proposed adopting a Coming of Age service model to meet the growing demands of the Boomer population, including those who are pre-retirees, recent retirees and working volunteers. The Coming of Age model was approved in June 2010 by the Coming of Age sponsor, the Travis County Commissioners Court.

In 2001, Travis County completed a community assessment on the conditions of older adults in Travis County. The report, entitled The Aging Services Environmental Scan 2001, recommended that the community create a planning body to develop and implement a plan to meet the growing and changing needs of older adults in the Austin community. In response to the report's recommendation, Travis County convened key stakeholders to form a community planning body, the Aging Services Council, dedicated to the issue of aging services. Travis County maintains a key role in the Aging Services Council membership. Further, Travis County has funded and directly provided for services to elderly within our community since 1936.

Travis County utilizes a performance measurement system to track outcomes related to the provision of the services described above. For social services provided by Travis County, performance is reported on an annual basis to the Travis County Planning and Budget Office. As a social services funder, contracted nonprofit organizations report performance on a quarterly basis to HHS/VS and summary performance data are provided to the Planning and Budget Office on an annual basis. Additionally, RSVP has been utilizing the Corporation's Programming for Impact model to track service outcomes since 1998.

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RSVP, like Coming of Age, encourages seniors to continue as active and contributing members of the community by engaging them in meaningful volunteer service. Too frequently, older adults suffer from isolation, depression, and loneliness. Volunteering alleviates such ills and provides older adults with a recognized role in the community. Dignity and living as fully as possible are the cornerstones of RSVP's philosophy.

### **ORGANIZATION'S CAPACITY TO ASSURE PROJECT HAS ADEQUATE FACILITIES, EQUIPMENT, SUPPLIES, PURCHASING PROCEDURES, AND PERSONNEL MANAGEMENT SUPPORT, INTERNAL POLICIES**

The Coming of Age program, located within the HHS/VS Department, continuously monitors its capacity to assure that it has the appropriate resources needed to carry out its programs and initiatives. Each year, during the department budget process, HHS/VS Directors poll staff to determine needs and request needed resources, e.g. facilities, equipment and supplies, all aligned to the County's internal budgetary guidelines. The Community Services Division Director, in partnership with the Executive Management Team, determines the allocation of resources in support of programs requiring assistance. The Information and Telecommunication Systems (ITS) department, which provides computer and telephone support to other County departments, also has procedures to ensure that staff have equipment updated as necessary. Other support departments, such as the Planning and Budget Office, Purchasing and Human Resource Management, ensure that all purchases and accounting transactions, budgetary issues, and personnel matters are handled through appropriate channels.

### **PROCEDURES FOR SELF-ASSESSMENT, EVALUATION, AND CONTINUOUS IMPROVEMENT**

HHS/VS has a system of self-evaluation and periodic check-ins to ensure continual improvement of its grant-funded programs. Two Contract Compliance Specialists within the Financial Services Division work with programs post-grant award to ensure that programs are complying with grant requirements.

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One Contract Compliance Specialist's focus is on entitlement grants, while the other's focus is on discretionary grants. They assist program staff by reviewing and submitting reports to each grant's respective grantor and/or the County Auditor for appropriate review, approval and submission to Grantor.

Coming of Age (RSVP) staff currently conduct an annual review of all initiatives' performance. For next year, staff will conduct semi-annual reviews to gauge overall program performance and progress towards meeting benchmarks.

### **Other**

#### **SECTION E. OTHER**

##### **HARNESSING BABY BOOMER'S EXPERIENCE**

Engaging baby boomers' experience in service will include 1) training stations through the Learning Lab to capture the energy and experience of people 55+, and 2) supporting Coming of Age's volunteers in creating a work plan for an engaged and fulfilling life in retirement.

By having both the volunteer and the station attend training, the Coming of Age program is establishing the foundation for a volunteer to have a meaningful and satisfactory experience and for stations to more effectively utilize their volunteers to meet their respective missions. Stations will provide service opportunities to Boomers in the Coming of Age five priority areas: independent living services, education, capacity building, health, and human services. Volunteers will identify what creates meaning in their life and work with the Community Engagement Coordinators to match them with an appropriate volunteer opportunity.

##### **ENSURING A BRIGHTER FUTURE FOR ALL OF AMERICA'S YOUTH**

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Although a youth education (e.g., mentoring, tutoring) work plan has not been developed, providing youth the necessary mentoring, tutoring, and other support services will be a priority. Coming of Age will cultivate partnerships with Partners in Education, Austin ISD's volunteer service agency, as well as other education-focused community-based organizations. Coming of Age will emphasize the importance of connecting youth with older adults who can support their academic and emotional development. Coming of Age will strengthen these positive connections for youth by generating volunteers and, through its Learning Lab, build community capacity to engage, train, and manage older adult volunteers in this effort, especially as mentors and tutors.

### **MOBILIZING MORE VOLUNTEERS**

A media Advisory Committee will assist Coming of Age in designing a marketing campaign to increase the number of people age 55+ engaged in public service in Travis County. This will involve a range of marketing strategies, including direct mail, editorials, radio and television PSAs, video file/clips, and outreach to corporations, and faith-based and community organizations.

Further, Coming of Age volunteers involved in Coming of Age's volunteer mobilization work plan will recruit volunteers for other organizations.

Lastly, all Coming of Age stations will attend a Learning Lab that will enable them to implement effective volunteer recruitment and management practices.

### **ENGAGING STUDENTS IN COMMUNITIES**

Coming of Age will engage students in intergenerational service events with Coming of Age volunteers on 9/11 and MLK national days of service. These days of service will bring generations together as part of a strategic effort to: bridge differences in age, economic status, and race/ethnicity; stimulate and

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inspire youth and older adults to go a step further in helping others and in solving community problems; and improve the lives of youth and older adults through intergenerational collaboration and programs.

### **SUPPORTING DISASTER PREPAREDNESS AND RESPONSE**

Coming of Age will support disaster response efforts through volunteer mobilization. HHS/VS is a member of the Local Command Center, the designated emergency relief hub, and deploys employees and volunteers to support efforts in the event of a disaster.

#### **PNS Amendment (if applicable)**

Not applicable



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## Work Plan/Performance Measures

**Total Number of Unduplicated Volunteers: 350**

**Service Category:** Independent Living - Seniors

Total # Stations: 5

Total # Volunteers: 5

Total # Clients: 500

### Part 1: Need

#### Community Need

Texas has the fourth-largest population of older adults (3.1 million over age 60 or 13 percent of the population). It is estimated that 4.45 % of Texans requires some form of assistance to maintain their independent living status. The Texas Department of Aging and Disability Services (DADS) is the state agency which oversees services for the aging and disabled populations in Texas. In 2008, DADS commissioned The Aging Texas Well Indicator Survey, which was conducted from May to October 2009 <http://www.geocities.com/SouthBeach/7739/index3.html>. The Aging Texas Well Indicator Survey is an analysis of the well-being of older Texans. The Aging Texas Well Indicator Survey found that poor physical health kept 31% of older Texans from performing their daily activities, work or recreation for one day or more in the past month and 25% reported difficulty performing one or more activity of daily living (e.g., driving, walking, bathing, eating, dressing, and getting around inside the home) due to a chronic conditions. It was also found that 25% of the persons surveyed reported loneliness as a problem. The Survey also found that 10% of Texans age 60 and older have difficulty organizing and preparing their bills. The survey found that nearly 60% of older Texas either currently participate in organized volunteer programs or have done so in the past. The US Census 2004 American Community Survey indicates that 13 percent of Texans (non-institutionalized, 5 years or older) have a disability. Children with chronic disabilities are equally at risk of losing their independence simply due to the demands that attentive care places on the family support systems.

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

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## Work Plan/Performance Measures

Volunteerism provides opportunities for individuals to be productive, while serving to strengthen and improve communities.

**Part 2: Action Plan**

**Service Activities**

Five Coming of Age members will be assigned to 3 nonprofit organizations (volunteer stations) to develop in house Volunteer Management Systems which will enable the organization to recruit and manage community volunteers who will provide direct and supportive services designed to foster independent living among Texas' aging and disabled populations. These Volunteer Management System activities may include volunteer management activities such as planning, creating marketing tools, database management, volunteer training, recognition, presentations, , staffing exhibit booth presentations and volunteer recruitment fairs.

**Anticipated Input**

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

<b>Anticipated Accomplishments/Outputs</b>	<b>Period of Sept 1, 2011 - Aug 31, Accomplishment: 2012</b>	<b>Performance Measures</b>
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**Summary**

Coming of Age members will be assigned to nonprofit volunteer stations to recruit and manage community volunteers to support independent living services in their communities.

Indicator: Number of Coming of Age members assigned to develop volunteer management system capacity at volunteer stations.

Target: 5 of Coming of Age members

How Measured? Volunteer Assignment Records

Anticipated Impact (Intermediate Outcome): Nonprofit volunteer stations will report an increase in

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### Work Plan/Performance Measures

the number of community volunteers recruited at the nonprofit organization since Coming of Age members were assigned to help with this capacity area.

**Indicator:** Percent increase in the number of community volunteers recruited for the participating volunteer stations where Coming of Age members serve as community volunteer managers.

**Target:** 2% of community volunteers recruited for the participating volunteer stations.

**How Measured?** Pre and Post questionnaire of nonprofit volunteer stations.

**Indicator:**

Number of Coming of Age members assigned to develop volunteer management system capacity at volunteer stations. Number of Coming of Age members assigned to develop volunteer management system capacity at volunteer stations.

**Target** 5#

**How Measured:** Volunteer Record/Log

**Description:**

Volunteer Assignment Records

Anticipated Intermediate Impact/Outcome	Period of Sept 1, 2011 - Aug 31, Accomplishment: 2012	Performance Measure
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Summary

Nonprofit volunteer stations will report an increase in the number of community volunteers recruited at the nonprofit organization since Coming of Age members were assigned to help with this capacity area.

**Indicator:** Percent increase in the number of community volunteers recruited for the participating volunteer stations where Coming of Age members serve as community volunteer managers.

**Target:** 2% of community volunteers recruited for the participating volunteer stations.

**How Measured?** Pre and Post questionnaire of nonprofit volunteer stations.

**Indicator:**

Percent increase in the number of community volunteers recruited for the participating volunteer stations where Coming of Age members serve as community volunteer managers.

**Target** 2%

**How Measured:** Community Partner Survey

**Description:**

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## Work Plan/Performance Measures

Pre and post questionnaire of nonprofit volunteer stations

Anticipated End Impact/Outcome	Period of Accomplishment: Sept 1, 2011 - Aug 31, 2012	Performance Measure: X
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**Summary**

By the end of the program year, nonprofit volunteer stations using Coming of Age members will report they have been able to enhance their capacity to manage and/or develop a community volunteer program due to adoption of and or increased utilization of volunteer management practices and systems.

**Indicator:** Percent of participating volunteer stations who report they were able to enhance their capacity to manage and/or develop a community volunteer program.

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

**How Measured?** Annual survey of volunteer stations using instrument developed by Project Star found at <http://nationalservicerresources.org/files/capacity-wp-instrument.doc>

**Indicator:**

Percent of participating volunteer stations who report they were able to enhance their capacity to manage and/or develop a community volunteer program.

**Target** 80%

**How Measured:** Community Partner Survey

**Description:**

Annual survey of volunteer stations using instrument developed by Project Star found at <http://nationalservicerresources.org/files/capacity-wp-instrument.doc>

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August 1, 2011 3:02 PM

**Coming of Age Austin Metro  
Travis County Department of Human Services**

Application ID: 11SR131013

	Budget Dates:			
	Total Amt	CNCS Share	Grantee Share	Excess Amount
<b>Section I. Volunteer Support Expenses</b>				
A. Project Personnel Expenses				
B. Personnel Fringe Benefits				
FICA	0	0	0	0
Health Insurance	0	0	0	0
Retirement	0	0	0	0
Life Insurance	0	0	0	0
Total	\$0	\$0	\$0	\$0
C. Project Staff Travel				
Local Travel				
Long Distance Travel	4,200	4,200	0	0
Total	\$4,200	\$4,200	\$0	\$0
D. Equipment				
E. Supplies				
F. Contractual and Consultant Services	300	300	0	0
I. Other Volunteer Support Costs				
Criminal Background Check	0	0	0	0
Total	\$0	\$0	\$0	\$0
J. Indirect Costs				
<b>Section I. Subtotal</b>	<b>\$4,500</b>	<b>\$4,500</b>	<b>\$0</b>	<b>\$0</b>
<b>Section II. Volunteer Expenses</b>				
A. Other Volunteer Costs				
Meals	0	0	0	0
Uniforms	0	0	0	0
Insurance	1,284	1,284	0	0
Recognition	5,200	5,200	0	0
Volunteer Travel	13,500	13,500	0	0
Total	\$19,984	\$19,984	\$0	\$0
<b>Section II. Subtotal</b>	<b>\$19,984</b>	<b>\$19,984</b>	<b>\$0</b>	<b>\$0</b>
<b>Budget Totals</b>	<b>\$24,484</b>	<b>\$24,484</b>	<b>\$0</b>	<b>\$0</b>
<b>Funding Percentages</b>		100%	%	
<b>Required Match</b>		n/a		
<b># of years Receiving CNCS Funds</b>		n/a		

**Budget Narrative: Coming of Age Austin Metro for Travis County Department of Human Services**

**Section I. Volunteer Support Expenses**

**A. Project Personnel Expenses**

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount	Excess Amount
<b>CATEGORY Totals</b>	0	0	0	0

**B. Personnel Fringe Benefits**

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
FICA:	0	0	0	0
Health Insurance:	0	0	0	0
Retirement:	0	0	0	0
Life Insurance:	0	0	0	0
<b>CATEGORY Totals</b>	0	0	0	0

**C. Project Staff Travel**

**Local Travel**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
<b>CATEGORY Totals</b>	0	0	0	0

**Long Distance Travel**

Purpose -Destination -Other Travel -Trans. Amount -Meals/ Lodging	CNCS Share	Grantee Share	Total Amount	Excess Amount
Transportation, Meals, Lodging: Natl Volunteer Conference, Tx Sr Corps Conference, Sr Corps Association Meetings, or other work related conferences- Meals 3,100 Lodging/Trans 1,100 Other 0	4,200	0	4,200	0
<b>CATEGORY Totals</b>	4,200	0	4,200	0

**D. Equipment**

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount	Excess Amount

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<b>CATEGORY Totals</b>	0	0	0	0
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**E. Supplies**

Item/ Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
<b>CATEGORY Totals</b>	0	0	0	0

**F. Contractual and Consultant Services**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Software maintenance agreement: \$300/year for Volunteer Reporter	300	0	300	0
<b>CATEGORY Totals</b>	300	0	300	0

**I. Other Volunteer Support Costs**

Item	CNCS Share	Grantee Share	Total Amount	Excess Amount
Criminal Background Check:	0	0	0	0
<b>CATEGORY Totals</b>	0	0	0	0

**J. Indirect Costs**

Calculation -Rate Type -Rate -Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount	Excess Amount
<b>CATEGORY Totals</b>	0	0	0	0
<b>SECTION Totals</b>	4,500	0	4,500	0
<b>PERCENTAGE</b>	100%	0%		

**Section II. Volunteer Expenses**

**A. Other Volunteer Costs**

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
Meals:	0	0	0	0
Uniforms:	0	0	0	0
Insurance: Based on insurance formula of (most recent months active # of vols x \$1.40) + (most recent months active # of				

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volunteers x \$0.85) + (25% most recent months active # of volunteers X \$3.75)	1,284	0	1,284	0
Recognition: \$30/person for recognition costs, including formal and informal means of recognition	5,200	0	5,200	0
Volunteer Travel: Mileage reimbursement @ 0.20/mile up to 100 miles/month	13,500	0	13,500	0
<b>CATEGORY Totals</b>	<b>19,984</b>	<b>0</b>	<b>19,984</b>	<b>0</b>
<b>SECTION Totals</b>	<b>19,984</b>	<b>0</b>	<b>19,984</b>	<b>0</b>
<b>PERCENTAGE</b>	<b>100%</b>	<b>0%</b>		

<b>BUDGET Totals</b>	<b>24,484</b>	<b>0</b>	<b>24,484</b>	<b>0</b>
<b>PERCENTAGE</b>	<b>100%</b>	<b>0%</b>		

**Source of Funds**

Section	Description
Section I. Volunteer Support Expenses	
Section II. Volunteer Expenses	

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**ASSURANCES**

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

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- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

### For AmeriCorps State and National Applicants ONLY

*If you are not applying for a grant through AmeriCorps\*State and National, you may ignore this section.*

- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion. (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the national service legislation includes a restriction on religious discrimination in employment of staff hired to work on a Corporation-funded project and paid with Corporation grant funds. (42 U.S.C. §§ 5057(c) and 12635(c)). For the circumstances under which this may occur, please see the document "Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants" on the Corporation's website at: <http://www.usdoj.gov/archive/fbci/effect-rfra.pdf>.
- Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the nondisplacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the State Commission for the state in which the program operates.
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the nonduplication and nondisplacement requirements set out in section 177 of the National and Community

Service Act of 1990, and in the Corporation's regulations at § 2540.100;

- Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in the Corporation's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of the Corporation, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by the Corporation;
- Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation;
- Has not violated a Federal criminal statute;
- If a state applicant, will ensure that the State subgrants will be used to support national service programs selected by the State on a competitive basis;
- If a state applicant, will seek to ensure an equitable allocation within the State of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a State agency, unless the Corporation approves otherwise.

### **For Learn and Serve America Applicants ONLY**

*If you are not applying for a grant through Learn and Serve America, you may disregard this section.*

- Will keep such records and provide such information to the Corporation with respect to the programs as may be required for fiscal audits and program evaluation.
- Will comply with the nonduplication, nondisplacement, and grievance procedure requirements of 45 CFR Part 2540.
- Will, prior to the placement of a participant, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the program, to prevent the displacement and protect the rights of those employees.
- Will comply with the 45 CFR 2540.200-207 criminal history check requirements for all individuals receiving a living allowance, stipend, national service educational award, or salary through a program receiving assistance under the national service laws—regardless of the type of service the individual is performing or the individual's access to vulnerable populations.
- Will comply with the parental involvement requirements 45 CFR 2540.330.
- Will, for school-based grants, make efforts to:
  1. ensure that students of different ages, races, sexes, ethnic groups, disabilities, and economic backgrounds have opportunities to serve together;
  2. include any opportunities for students, enrolled in schools or programs of education providing elementary or secondary education, to participate in service-learning programs and ensure that such service-learning programs include opportunities for such students to serve together;
  3. involve participants in the design and operation of the programs;
  4. promote service-learning in areas of greatest need, including low-income or rural areas; and
  5. otherwise integrate service opportunities into the academic program of the participants.

### **For Social Innovation Fund Applicants ONLY**

## ASSURANCES

*If you are not applying for a Social Innovation Fund grant, you may disregard this section.*

- Will use the funds received through the award in order to make subgrants to community organizations that will use the funds to replicate or expand proven initiatives, or support new initiatives, in low-income communities.
- Will consult with a diverse cross section of community representatives in making decisions about subgrants for communities (including individuals from the public, nonprofit private, and for-profit private sectors).
- Will make subgrants of a sufficient size and scope to enable the community organizations to build their capacity to manage initiatives, and sustain replication or expansion of the initiatives;
- Will not make any subgrants to--
  - the parent organizations of the applicant,
  - a subsidiary organization of the parent organization of the applicant, or,
  - if the applicant applied for a SIF award as a partnership, any member of the partnership.
- Commits to meeting the matching fund requirements of section 198k(i) of the National and Community Service Act of 1990 (42 U.S.C. §12653k(i)).
- Commits to use data and evaluations to improve the applicant's own model and to improve the initiatives funded by the applicant.
- Commits cooperate with any evaluation activities undertaken by the Corporation.

**CERTIFICATIONS****Certification – Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

**Certification – Drug Free Workplace**

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
  - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
  - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
  - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
  - a. Taking appropriate personnel action against the employee, up to and including termination; or
  - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

**Certification - Lobbying Activities**

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

## CERTIFICATIONS

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- 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 applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

**Certification - Grant Review Process (State Commissions Only)**

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, the Corporation's peer review requirements, and all state laws and conflict of interest rules.

**For AmeriCorps State and National Applicants ONLY**

*If you are not applying for a grant through AmeriCorps\*State and National, you may ignore this section.*

**Erroneous certification or assurance**

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

**Notice of error in certification or assurance**

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

**Definitions**

The terms "debarment", "suspension", "excluded", "disqualified", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded" as used in this document have the meanings set out in 2 CFR Part 180, subpart I, "Definitions." A transaction shall be considered a "covered transaction" if it meets the definition in 2 CFR part 180 subpart B, "Covered Transactions."

**Assurance requirement for subgrant agreements**

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

**Assurance inclusion in subgrant agreements**

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

**Assurance of subgrant principals**

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**Non-assurance in subgrant agreements**

If you knowingly enter into a lower tier covered transaction 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, we may terminate this transaction for cause or default.

**Prudent person standard**

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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**GRANT SUMMARY SHEET**

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

<b>Department/Division:</b>	58/54
<b>Contact Person/Title:</b>	Lisa Sindermann / Contract Compliance Specialist
<b>Phone Number:</b>	854-4594

<b>Grant Title:</b>	Emergency Food and Shelter Program Phase 29			
<b>Grant Period:</b>	<b>From:</b>	1/1/2011	<b>To:</b>	12/31/2011
<b>Grantor:</b>	Local Board of Emergency Food and Shelter Program			
<b>American Recovery and Reinvestment Act (ARRA) Grant</b>	<b>Yes:</b>	<input type="checkbox"/>	<b>No:</b>	<input checked="" type="checkbox"/>

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:						\$0
Operating:	80,571					80,571
Capital Equipment:						0
Indirect Costs:						0
<b>Total:</b>	\$80,571	\$0	\$0	\$0	\$0	\$80,571
FTEs:	0.00					0.00

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	EH	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures Applicable Depart. Measures	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/31/11	9/30/11	
# of Households receiving utility assistance	12,392	3,113	3,093 projected	3,093 projected	3,093 projected	12,392
<b>Measures For Grant</b>						
# of Households receiving utility assistance from the Emergency Food and Shelter Program	417	NA for this program period	NA for this program period	NA for this program period	105 projected	417

<b>Outcome Impact Description</b>	Assist households who are experiencing an economic emergency. The department assists these households by paying the highest one month amount still owed of each of the household's utility (electricity, gas, water or propane) bills.					
<b>Outcome Impact Description</b>						
<b>Outcome Impact Description</b>						



**PBO Recommendation:**

This grant award will continue to provide emergency utility assistance to Travis County residents with income at or below 200% of the current Federal Poverty Income Guidelines. This grant award was decreased by 28% over the FY 10 grant award. There is no grant match. PBO recommends approval of the grant award.

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 an existing program, these funds will continue to be used to provide emergency utility assistance to qualified Travis County residents. These grant funds are sometimes used in conjunction with other utility assistance programs the department has available, providing a higher level of assistance to further the client's energy self-sufficiency.

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

Existing staff will perform eligibility determination and vendor payment processing. No additional funds are 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.

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.

The application for this grant indicated that agencies are strongly encouraged to use all of the requested funds for direct client services. Keeping that intent, the funds awarded to Travis County in this Phase 29 will be used only for direct client assistance.

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.

N/A

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.

Travis County Health and Human Services & Veterans Service department Family Support Services division staff will provide client interviews for eligibility determination of this program and the other programs available. This program funding assists the department in meeting the needs of clients who are experiencing an economic crisis and need assistance meeting their household utility obligations.

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**TRAVIS COUNTY HEALTH and HUMAN SERVICES  
and VETERANS SERVICE**

100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767

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

**Date:** August 22, 2011

**TO:** MEMBERS OF THE COMMISSIONERS COURT

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

**SUBJECT:** Acceptance of 2011 Phase 29 Emergency Food and Shelter Program Award

**Proposed Motion:** Consider and take appropriate action to approve the 2011 Emergency Food and Shelter Program Phase 29 Award

**Summary and Staff Recommendation:** Staff requests the acceptance and approval of the grant award in the amount of \$80,571 for the Phase 29 grant period. The Commissioners Court approved this grant application on March 8, 2011. This year, the EFSP National Board awarded our jurisdiction's Local Board approximately \$200,000 less than the 2010 award, which resulted in the 2011 award amount for Travis County being \$31,268 less than the 2010 awarded amount. The funds awarded to Travis County will be used to provide emergency utility assistance for low-income households who have an income at or below 200% of the current Federal Poverty Income Guidelines.

**Budgetary and Fiscal Impact:** These grant funds will be budgeted in the indigent utility assistance line item established for this fund. No matching funds are required. The contract period for this funding is 01/01/11 through 12/31/11.

**Issues and Opportunities:** The department has participated in this program for a number of years. Within the Phase 28 program period, Travis County had assisted 571 households with their utility bills. Other agencies receiving funds for this program use

their funding to provide food, shelter, rental assistance and serve meals for clients. Through coordinating efforts with these agencies with regard to their use of funding as well as ours, duplication of services is prevented. Assistance is given in a more efficient and effective manner building a more cohesive emergency service structure.

We will use all the Emergency Food and Shelter Program funds for direct assistance to clients. These funds are used to supplement other Federal, State, County and local grant funds to enable the department to extend utility assistance to indigent individuals and families who seek aid from the department. Through grants and local funding programs, Travis County assisted 8,396 households this past calendar year with the restoration or continuation of vital utility services.

cc: Rodney Rhoades, Executive Manager, Planning and Budget Office  
Diana Ramirez, Budget Analyst, Planning and Budget Office  
Susan Spataro, CPA, CMA, Travis County Auditor  
Jose Palacios, Chief Assistant County Auditor  
Ellen Heath, Financial Analyst III, County Auditors  
Cyd Grimes, CPM, Travis County Purchasing Agent  
Mary Etta Gerhardt, Assistant County Attorney  
Jim Lehrman, Social Services Director, Family Support Services



*Emergency Food & Shelter  
Local Board Program*

*Austin/Travis & Williamson  
Counties, Texas*

August 18, 2011

Lisa Sindermann  
Travis County HHS & VS  
Post Office Box 1748  
Austin, TX 78767

Dear Ms. Sindermann:

On July 28, 2011, the EFSP local board met to select agencies to fund and determine award amounts. The board voted to grant your agency \$80,571 for Phase 29 (2011). The allocation of your grant among the various categories of assistance is:

Served Meals: \$0	Other Food: \$0	Mass Shelter: \$0
Other Shelter: \$0	Rental Assistance: \$0	Utilities Assistance: \$80,571
Administration: \$0		

Congratulations on your award. After reviewing the allocation plan we submitted last week and making sure all our documents are in order and there are no compliance issues, the EFSP national board will issue first electronic fund transaction amounts (or checks to newly funded agencies) that should equal half your total award. By September 15, 2011, you will need to submit your Interim Report/Second Payment Request (see Phase 29 manual and online user manual that you can access by logging on to the EFSP website).

Note that you must spend the award by December 31, 2011. See the Phase 29 manual regarding charging back expenditures made prior to receiving your first award amount from EFSP.

This year, the EFSP national board awarded our jurisdiction (Travis and Williamson Counties) approximately \$200,000 less than it gave us last year. Also, the total of all the amounts requested by agencies applying for EFSP funding greatly exceeded our actual award. Therefore, we were unable to fund all organizations that applied and could only award each agency we funded significantly less than the requested amount.

In making their decisions, the local board members reviewed the needs of the community and how these funds could be used to most effectively impact those in an economic emergency. They made sure the previously determined targets for percentages allocated to each broad category of service (food, shelter, rent/mortgage assistance and utilities assistance) were met. As always, all funded agencies are encouraged to work closely with other providers to build a cohesive emergency service structure for hungry and homeless people in Travis and Williamson Counties.



*Emergency Food & Shelter  
Local Board Program*

*Austin/Travis & Williamson  
Counties, Texas*

If you have questions regarding your grant, please feel free to contact me at 512.476.6325 or Doug Conrad, Grant Writer and EFSP local board contact, at 512.628.8189 or [dconrad@mealsonwheelsandmore.org](mailto:dconrad@mealsonwheelsandmore.org).

Thank you for working to improve the lives of people in Central Texas.

Sincerely,

Dan Pruett  
President & CEO of Meals on Wheels and More  
EFSP Local Board Chair

BY: \_\_\_\_\_ on \_\_\_\_\_  
Travis County Judge, Samuel T. Biscoe Date

## GRANT SUMMARY SHEET

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

Department/Division:	District Attorney's Office
Contact Person/Title:	Stephen Marquez / Senior Financial Analyst
Phone Number:	854-9900

Grant Title:	Title IV-E Legal Administration		
Grant Period:	From:	10/1/2011	To: 9/30/2012
Grantor:	Texas Department of Family and Protective Services		
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	

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

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	1,219,666					1,219,666
Operating:	79,119					79,119
Capital Equipment:	0					0
Indirect Costs:	232,376					232,376
Total:	1,531,161	0	0	0	0	1,531,161
FTEs:	15.0					15.0

\*This is an estimate of the allowable costs that may be submitted for PARTIAL reimbursement. The maximum estimated reimbursement total is \$300,684. Each quarter, the Travis County Title IV-E caseload percentage factors change which effects actual reimbursement. Federal funds are apportioned to the State for disbursement.

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

Performance Measures	Projected FY 12 Measure	Actual	Actual	Actual	Actual	Proj.
		FY07	FY08	FY09	FY10	FY11
Applicable Dept. Measures						
# petitions filed	400	320	281	293	324	480
# hearings held	3500	3207	3032	2651	3265	3576
# requests for discovery	260	98	88	106	152	260

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**PBO Recommendation**

**This is the annual agreement with the TX Dept of Family and Protective Services Title IV-E program for partial reimbursement of the cost of handling civil suits involving parent-child relationship. PBO recommends approval.**

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

Travis County's contract with the Texas Department of Family and Protective Services allows Travis County to bill for some of the costs incurred by the District Attorney's Office in handling foster care cases. The Title IV-E program provides for partial reimbursement of certain legal costs associated with these judicial determinations.

The attached Allocation Plan and Budget is an estimate of salaries, fringe benefits, direct costs and indirect costs that may be submitted for partial reimbursement during the State's FY 12.

Reimbursement formula = (cost allocated salaries and fringe benefits + supplies + other direct costs + indirect costs) x Travis County's Title IV-E caseload percentage x .50

Training reimbursement Formula (Title IV-E related) = Seminar registration costs + travel, meals and lodging costs x .75

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

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009. If Title IV-E funds were not available for partial reimbursement of expenses, the responsibility would still remain.

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.

This request is for partial reimbursement of costs for an on-going program that was in operation before partial federal reimbursement was available. Travis County has received Title IV-E federal financial participation since FY 96.

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

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Yes.

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 District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009.

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

N/A

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

This program allows Travis County to receive partial reimbursement for a mandated responsibility.

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**Contract #23940106**

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Travis (County), pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**SECTION I. STATEMENT OF SERVICES TO BE PERFORMED**

**A. Statement of Need**

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care, Extended Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. DFPS will make IV-E funds available to counties to increase the amount of legal staff and services available to process child welfare cases. "Legal services" are activities performed by attorneys, paralegals, investigators, and clerical or other legal support staff on behalf of the county, in accordance with professional legal judgment, pertaining to children who have been abused or neglected or placed in out-of-home care or children at risk of placement in out-of-home care, including pursuing terminations of parental rights and otherwise assisting children in achieving permanence. Under this Contract, allowable services include the following as described herein and as qualified in 5000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Costs directly related to the administration of the foster care program and extended foster care are deemed allowable if they are necessary and reasonable, incurred while providing proper and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR §95.507, and 45 CFR §1356.60(c).
2. Training Expenditures for Title IV-E training costs associated with attending or participating in IV-E approved training.

**B. Statement of Work**

**1. County's Responsibilities:**

a. The County will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act. The County will ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;

b. The County will comply with the following requirements:

- (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;

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**State of Texas Title IV-E County Legal Services  
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- (ii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;
  - (iii) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS and;
  - (iv) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.
- c. The County will provide the money required as match for federal funds under this Contract. In addition, the County will ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.
- d. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County will be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.
- e. The County will participate in DFPS' financial and statistical reporting systems.
- f. Health and Safety
- (i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;
  - (ii) The County will prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and
  - (iii) The County will promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.
- g. Confidentiality
- (i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, will be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County will not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County will immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County will notify the Department in writing, prior to releasing confidential information.

**State of Texas Title IV-E County Legal Services  
Contract**

- (ii) Nothing in this Section will be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.
  - (iii) The provisions of this Section will remain in full force and effect following termination of, or cessation of the Services required by this Contract.
- h. The County will adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.
  - i. The County will maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.
  - j. The County will submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.
  - k. The County will allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.
  - l. The County will not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.
  - m. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:
    - (i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
    - (ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
    - (iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
    - (iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
    - (v) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
    - (vi) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and
    - (vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.
- 1) 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.
  - 2) 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

**State of Texas Title IV-E County Legal Services  
Contract**

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.

- 3) Contractor agrees to comply with Executive Order 13279, and it's 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 will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
  - 4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.
  - 5) 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 ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:
 

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885
- n. Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor.
- o. FFATA Reporting. County must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in q. if County is a recipient of a federal sub-award. No direct payment will be made to County for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in q. are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of County's obligations under this Contract. DFPS may provide written notice to County of any such change in accordance with this Contract, but such notice will not be a condition precedent to County's duty to comply with revised OMB reporting requirements.
- p. Sub-Award Reporting. If County is a recipient of a federal sub-award, County will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.

**State of Texas Title IV-E County Legal Services  
Contract**

- i. **Sub-award Information.** A federal sub-award recipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of \$25,000 or more, (and any modifications to these contracts that change previously reported data):
- a. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.
  - b. Name of the Contractor.
  - c. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
  - d. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- q. **Officers' Total Compensation (Top 5).** According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the County will report the names and total compensation of each of the five most highly compensated executives for the County's preceding completed fiscal year if—
- i. In the County's preceding fiscal year, the County received—
    - a. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
    - b. \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
    - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- r. **CERTIFICATIONS.** The certifications enumerated below represent material facts upon which DFPS relies when contracting. Both parties further agrees that each will provide immediate written notice to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications:
- i. **Certification Regarding Lobbying.** State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Both parties certify, to the best of their knowledge and belief, that:
    - a. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, 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.
    - b. 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,

**State of Texas Title IV-E County Legal Services  
Contract**

- loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- c. Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.
  - d. Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.
- ii. **Suspension, Ineligibility, and Voluntary Exclusion.** In accordance with Executive Orders 12549 and 12689 regarding federal regulations on debarment, suspension, ineligibility, and voluntary exclusion, both parties certify the following:
    - a. That each party is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.
    - b. That each party 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 DFPS or the U.S. Department of Health and Human Services.
    - c. That each party will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.
  - iii. **Drug-Free Workplace Certification.** Each party certifies that it will or will continue to provide a drug-free workplace by:
    - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    - b. Establishing an ongoing drug-free awareness program to inform employees about—
      - i. The dangers of drug abuse in the workplace;
      - ii. The grantee's policy of maintaining a drug-free workplace;
      - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
      - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
    - c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph t.iii.a.;
    - d. Notifying the employee in the statement required by paragraph r.iii.a. that, as a condition of employment under the grant, the employee will—
      - i. Abide by the terms of the statement; and
      - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
    - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph r.iii.d.ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a

**State of Texas Title IV-E County Legal Services  
Contract**

central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

- f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph r.iii.d.ii. with respect to any employee who is so convicted—
  - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
  - iii. Making a good faith effort to continue to maintain a drug-free workplace.

## 2. DFPS' Responsibilities:

- a. DFPS will provide the County with the child population rate each quarter; and
- b. DFPS will process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

## SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

### A. Budget Documents:

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030CLIVE, which includes Attachments "A" and "B" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.
2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.
3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

B. This Contract is at all times contingent upon the availability and receipt of federal funds.

### C. Billing Requirements:

1. The County will submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.
2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.



3. If the quarterly Billings for the County average or are expected to average less than \$1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.
4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense will not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

### SECTION III. TERM OF CONTRACT

This Contract will be in force effective October 1, 2011 through September 30, 2012 and will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner.

**SECTION IV. INCORPORATION BY REFERENCE.** The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

- A. Cost Allocation Plan and supporting narrative, if applicable
- B. Form 2031, Signature Authority Designation
- C. Copy of approved Indirect Cost Agreement, if applicable
- D. Form 4734, Federal Funding Accountability and Transparency Act (FFATA) Certifications
- E. Other forms as needed

### SECTION V. MODIFICATIONS

- A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.
- B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

### SECTION VI. TERMINATION

- A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.
- B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:
  1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,

**State of Texas Title IV-E County Legal Services  
Contract**

- 2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and
- 3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.

C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract will otherwise terminate by the date specified pursuant to Section III, above.

**SECTION VII. CERTIFICATIONS**

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

**Texas Department of Family  
and Protective Services**

**Travis County**

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Signature  
 Printed Name: Audrey Deckinga  
 Printed Title: Assistant Commissioner

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Signature  
 Printed Name: Samuel T. Biscoe  
 Printed Title: County Judge

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Date

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Date

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**Budget for Title IV-E  
County Legal Services Contract**

**Summary**

**County:** Travis County Legal

**Contract Number:** 23940106

**Budget Effective Date:** 10/1/2011-9/30/2012

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
<b>A. Administration</b>			
A.1. Direct Personnel Salaries	\$907,933	\$178,136	\$729,797
A.2. Direct Personnel Fringe Benefits	\$311,733	\$61,162	\$250,571
A.3. Direct Personnel Travel	\$1,200	\$235	\$965
A.4. Direct Materials and Supplies	\$6,000	\$1,177	\$4,823
A.5. Direct Equipment	\$0	\$0	\$0
A.6. Direct Other Costs	\$69,150	\$13,567	\$55,583
<b>Total Administration</b>	<b>\$1,296,016</b>	<b>\$254,277</b>	<b>\$1,041,738</b>
<b>B. Training</b>			
B.1. Title IV-E Training (75%)	\$2,769	\$815	\$1,954
B.2. Title IV-E Fostering Connections Training (65%)	\$0	\$0	\$0
B.3. Non-Title IV-E Training (50%)	\$0	\$0	\$0
<b>Total Training</b>	<b>\$2,769</b>	<b>\$815</b>	<b>\$1,954</b>
<b>C. Indirect Costs (if applicable)</b>			
<b>Total Indirect Costs</b>	<b>\$1,296,016</b>	<b>\$232,376</b>	<b>\$186,784</b>
<b>Grand Total</b>	<b>\$1,531,161</b>	<b>\$300,684</b>	<b>\$1,230,476</b>

\*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year: 39.24%

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): 17.930%

**Contractor Certification**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name & Title**

**Budget for Title IV-E  
County Legal Services Contract**

<b>Administration</b>						
<b>A.1. Direct Personnel Salaries</b>						
		<b>County:</b>	<u>Travis County Legal</u>			
		<b>Contract Number:</b>	<u>23940106</u>			
		<b>Budget Effective Date:</b>	<u>10/1/2011-9/30/2012</u>			
<b>Position or Title</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
	<b>Monthly Salary</b>	<b>% of Time Spent on IV-E Activities</b>	<b>Number of Months of Service</b>	<b>Estimated Total Expense* (AxBxC)</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Assistant District Attorney VII	\$8,410.77	100%	12	\$100,929.24	\$19,802.32	\$81,126.92
Assistant District Attorney VI	\$6,967.07	100%	12	\$83,604.84	\$16,403.27	\$67,201.57
Assistant District Attorney VI	\$6,496.38	100%	12	\$77,956.56	\$15,295.08	\$62,661.48
Assistant District Attorney VI	\$7,160.40	100%	12	\$85,924.80	\$16,858.45	\$69,066.35
Assistant District Attorney VI	\$6,071.80	100%	12	\$72,861.60	\$14,295.45	\$58,566.15
Assistant District Attorney VI	\$6,952.04	100%	12	\$83,424.48	\$16,367.88	\$67,056.60
Investigator II	\$7,211.40	100%	12	\$86,536.80	\$16,978.52	\$69,558.28
Senior Paralegal	\$4,802.00	100%	12	\$57,624.00	\$11,305.83	\$46,318.17
Paralegal	\$3,832.39	100%	12	\$45,988.68	\$9,022.98	\$36,965.70
Paralegal	\$3,500.03	100%	12	\$42,000.36	\$8,240.47	\$33,759.89
Legal Secretary	\$3,959.80	100%	12	\$47,517.60	\$9,322.95	\$38,194.65
Legal Secretary	\$3,057.64	100%	12	\$36,691.68	\$7,198.91	\$29,492.77
Legal Secretary	\$3,645.70	100%	12	\$43,748.40	\$8,583.44	\$35,164.96
Law Clerk	\$1,819.13	100%	12	\$21,829.56	\$4,282.96	\$17,546.60
Law Clerk	\$1,774.53	100%	12	\$21,294.36	\$4,177.95	\$17,116.41
				\$0.00	\$0.00	\$0.00
<b>Total Direct Personnel Salaries</b>				\$907,932.96	\$178,136.45	\$729,796.51

\*estimated total cost for Title IV-E related activities

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**Budget for Title IV-E  
County Legal Services Contract**

<b>Administration</b>			
<b>A.2. Direct Personnel Fringe Benefits</b>			
		<b>County:</b>	<b>Travis County Legal</b>
		<b>Contract Number:</b>	<b>23940106</b>
		<b>Budget Effective Date:</b>	<b>10/1/2011-9/30/2012</b>
<b>Type of Fringe Benefits</b>	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
FICA - OASDI	\$56,761.81	\$11,136.67	\$45,625.14
Health Insurance	\$125,280.00	\$24,579.94	\$100,700.06
Life Insurance	\$1,305.00	\$256.04	\$1,048.96
Retirement	\$112,333.45	\$22,039.82	\$90,293.63
Workers Compensation	\$2,778.26	\$545.09	\$2,233.17
FICA - Medicare	\$13,274.94	\$2,604.54	\$10,670.40
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Fringe Benefits</b>	<b>\$311,733.46</b>	<b>\$61,162.10</b>	<b>\$250,571.36</b>

\*estimated total cost for Title IV-E related activities

Fringe expenditures related to Prosecutor Longevity pay are not reimbursed by the State; they are included in the totals above.

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. [http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

**Budget for Title IV-E  
County Legal Services Contract**

<b>Administration</b>			
<b>A.3. Direct Personnel Travel</b>			
		<b>County:</b>	<b>Travis County Legal</b>
		<b>Contract Number:</b>	<b>23940106</b>
		<b>Budget Effective Date:</b>	<b>10/1/2011-9/30/2012</b>
<b>Type of Travel Expense</b> Note: only include travel <u>NOT</u> related to personnel training	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Mileage	\$1,200.00	\$235.44	\$964.56
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Personnel Travel</b>	<b>\$1,200.00</b>	<b>\$235.44</b>	<b>\$964.56</b>

\*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.

[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

Please refer to the Texas State Comptroller's office for current mileage rates.

<https://fm.x.cpa.state.tx.us/fmx/travel/texttravel/trans/personal.php>

**Budget for Title IV-E  
County Legal Services Contract**

<b>Administration</b>			
<b>A.4. Direct Materials and Supplies</b>			
		<b>County:</b>	<b>Travis County Legal</b>
		<b>Contract Number:</b>	<b>23940106</b>
		<b>Budget Effective Date:</b>	<b>10/1/2011-9/30/2012</b>
<b>Materials and Supplies</b> (description and basis of cost)	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Office Supplies - consumable items	\$6,000.00	\$1,177.20	\$4,822.80
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
<b>Total Direct Materials and Supplies</b>	<b>\$6,000.00</b>	<b>\$1,177.20</b>	<b>\$4,822.80</b>

\*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. [http://www.dfps.state.tx.us/handbooks/Title\\_IVE\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp)

**Budget for Title IV-E  
County Legal Services Contract**

<b>Administration A.5. Direct Equipment</b>				
<b>County:</b> <u>Travis County Legal</u>				
<b>Contract Number:</b> <u>23940106</u>				
<b>Budget Effective Date:</b> <u>10/1/2011-9/30/2012</u>				
Equipment (description and basis of cost)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
none		\$0.00	\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
<b>Total Direct Equipment</b>		\$0.00	\$0.00	\$0.00

\*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. [http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)



**Budget for Title IV-E  
County Legal Services Contract**

<b>Administration</b>			
<b>A.6. Direct Other Costs</b>			
		<b>County:</b>	<b>Travis County Legal</b>
		<b>Contract Number:</b>	<b>23940106</b>
		<b>Budget Effective Date:</b>	<b>10/1/2011-9/30/2012</b>
<b>Other Costs</b> (description and basis of cost)	<b>Estimated Total Expense*</b>	<b>Anticipated Federal Reimbursement (estimated EPR x 50% FFP)</b>	<b>Anticipated County Match</b>
Court Reporter	\$275.00	\$53.96	\$221.05
Expert Witness	\$3,000.00	\$588.60	\$2,411.40
Witness Travel	\$5,000.00	\$981.00	\$4,019.00
Interpreter	\$20,000.00	\$3,924.00	\$16,076.00
Citation Fees	\$28,500.00	\$5,591.70	\$22,908.30
Court Costs/Copy Costs	\$300.00	\$58.86	\$241.14
Transcripts	\$6,000.00	\$1,177.20	\$4,822.80
Professional Dues	\$1,500.00	\$294.30	\$1,205.70
Notary Fees	\$75.00	\$14.72	\$60.29
Publications	\$3,000.00	\$588.60	\$2,411.40
Information Services	\$1,000.00	\$196.20	\$803.80
Postage	\$500.00	\$98.10	\$401.90
<b>Total Direct Other Costs</b>	<b>\$69,150.00</b>	<b>\$13,567.23</b>	<b>\$55,582.77</b>

\*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. [http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

**Budget for Title IV-E  
County Legal Services Contract**

<b>B. Training</b>									
<b>B.1. Title IV-E Training (75%)</b>									
<b>County:</b> <u>Travis County Legal</u>									
<b>Contract Number:</b> <u>23940106</u>									
<b>Budget Effective Date:</b> <u>10/1/2011-9/30/2012</u>									
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transport- ation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 <i>Training Expense Documentation Form</i> must be submitted to DFPS for review/approval by Federal Funds prior to training.									
Crimes Against Children Conf.	\$550.00	\$391.00	\$230.00	\$213.40	\$1,384.40	2	\$2,768.80	\$814.86	\$1,953.94
- Dallas, TX (Aug 2012 - specific dates TBD)		(based on 4 nts at max		(\$.55 per mile for 388 round-	\$0.00		\$0.00	\$0.00	\$0.00
Two attorneys are scheduled to attend at this time		reimb. rate of \$97.75/nt.)		trip miles)	\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
<b>Total Training</b>							\$2,768.80	\$814.86	\$1,953.94

\*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

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**Budget for Title IV-E  
County Legal Services Contract**

<b>B. Training</b>									
<b>B.2. Title IV-E Fostering Connections Training (65%)</b>									
<p align="center"><b>County:</b> <u>Travis County Legal</u></p> <p align="center"><b>Contract Number:</b> <u>23940106</u></p> <p align="center"><b>Budget Effective Date:</b> <u>10/1/2011-9/30/2012</u></p>									
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transport- ation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 <i>Training Expense Documentation Form</i> must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
<b>Total Training</b>							\$0.00	\$0.00	\$0.00

\*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

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**Budget for Title IV-E  
County Legal Services Contract**

<b>B. Training</b>									
<b>B.3. Non-Title IV-E Training (50%)</b>									
<b>County:</b> <u>Travis County Legal</u>									
<b>Contract Number:</b> <u>23940106</u>									
<b>Budget Effective Date:</b> <u>10/1/2011-9/30/2012</u>									
Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transport- ation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 <i>Training Expense Documentation Form</i> must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
					\$0.00		\$0.00	\$0.00	\$0.00
<b>Total Training</b>							\$0.00	\$0.00	\$0.00

\*estimated amount allocable to Title IV-E

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.  
[http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

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**Budget for Title IV-E  
County Legal Services Contract****Budget Narrative****County:** Travis County Legal**Contract Number:** 23940106**Budget Effective Date:** 10/1/2011-9/30/2012

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. [http://www.dfps.state.tx.us/handbooks/Title\\_IV\\_E\\_County/default.jsp](http://www.dfps.state.tx.us/handbooks/Title_IV_E_County/default.jsp)

**A. Administration****A.1. Direct Personnel Salaries**

All employees included in the cost allocation plan are assigned full-time to the Civil Unit of the Family Justice Division. The workload of the Civil Unit consists entirely of Child and Protective Services (CPS) cases. The Civil Unit includes six Assistant District Attorneys, one Sr. Paralegal, two Paralegals, three Legal Secretaries, one Investigator and two part-time Law Clerks. Because 100% of their work time is devoted to CPS cases, 100% of their Travis County salaries is included in the cost allocation plan.

**A.2. Direct Personnel Fringe Benefits**

Only those benefits normally paid or provided to all Travis County employees in the same job classifications are included in the plan. 100% of the fringe benefits associated with the employees listed above is included.

**PROSECUTOR LONGEVITY - FRINGE BENEFITS**

Prosecutor longevity pay is paid by the State to all qualifying prosecutors. The State does not pay for the fringe benefits associated with the State Prosecutor Longevity Pay so the County pays those and these costs are included in the budget.

**A.3. Direct Personnel Travel**

The amount requested in Travel is for mileage charges incurred by Civil Unit staff while driving between the home office and the Texas Department of Family and Protective Services office where some Civil Unit employees work daily.

**A.4. Direct Materials and Supplies**

The amount included for consumable office supplies is based on projected expenditures for FY12. The consumable office supplies included in the cost allocation plan are only used in the support of the Family Justice Division Civil Unit

**A.5. Direct Equipment**

Travis County will not purchase any equipment in FY12 from these funds.

**A.6. Direct Other Costs**

The total amount for other direct costs is based on the Civil Unit's projected expenditures for FY12. Included in this category are expenditures for court reporters, expert witnesses and their travel costs, interpreters, citation fees, investigative costs, transcripts and other operating expenses necessary for CPS case preparation and presentation.

**B. Training****B.1. Title IV-E Training (75%)**

The total training costs are based on two Civil Unit attorneys attending the annual Crimes Against Children Conference in Dallas.

**B.2. Title IV-E Fostering Connections Training (65%)**

N/A

**B.3. Non-Title IV-E Training (50%)**

N/A

**C. Indirect Costs (if applicable)**

**Budget for Title IV-E  
County Legal Services Contract**

The Travis County Commissioners Court adopted an indirect cost plan prepared in accordance with OMB Circular A-87. A copy of the plan was submitted to Texas Department of Family and Protective Services in August 2002; however, Travis County's cognizant federal agency (Department of Health and Human Services) has not required submission of the plan for review and approval. The latest revision to the plan was the FY11 rate approved by the Travis County Commissioners Court. The approved rate by the Court is 15.84%. Travis County's indirect rate cost allocation plan is on file in the Auditor's Office and is available for review.

**TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE  
FY 12 COST ALLOCATION PLAN NARRATIVE**

**SALARIES**

All employees included in the cost allocation plan are assigned full-time to the Civil Unit of the Family Justice Division. The workload of the Civil Unit consists entirely of Child and Protective Services (CPS) cases. The Civil Unit includes six Assistant District Attorneys, one Sr. Paralegal, two Paralegals, three Legal Secretaries, one Investigator and two Law Clerks. Because 100% of their work time is devoted to CPS cases, 100% of their Travis County salaries are included in the cost allocation plan.

**FRINGE BENEFITS**

Only those benefits normally paid or provided to all Travis County employees in the same job classifications are included in the plan. 100% of the fringe benefits associated with the employees listed above are included.

**TRAVEL**

The amount requested in Travel is for mileage charges incurred by Civil Unit staff while driving between the home office and the Texas Department of Family and Protective Services office where some Civil Unit employees work daily.

**DIRECT MATERIAL AND SUPPLIES**

The amount included for consumable office supplies is based on projected expenditures for FY12. The consumable office supplies included in the cost allocation plan are only used in the support of the Family Justice Division Civil Unit.

**DIRECT OTHER COSTS**

The total amount for other direct costs is based on the Civil Unit's projected expenditures for FY12. Included in this category are expenditures for court reporters, expert witnesses and their travel costs, postage, interpreters, citation fees, investigative costs, transcripts, information services and other operating expenses necessary for CPS case preparation and presentation.

**TRAINING**

The total training costs are based on two Civil Unit attorneys attending the annual Crimes Against Children Conference in Dallas.

## **INDIRECT COSTS**

The Travis County Commissioners Court adopted an indirect cost plan prepared in accordance with OMB Circular A-87. A copy of the plan was submitted to Texas Department of Family and Protective Services in August 2002; however, Travis County's cognizant federal agency (Department of Health and Human Services) has not required submission of the plan for review and approval. The latest revision to the plan was the FY11 rate approved by the Travis County Commissioners Court. The approved rate by the Court is 15.84%. However, the FY12 rate is known to be 17.93%. This rate has not been approved yet but as it is expected to pass without objection from the Court, this proposal is using the FY12 rate in its budget submission. If approved, this rate will take effect on October 1, 2011. Travis County's indirect rate cost allocation plan is on file in the Auditor's Office and is available for review.



## CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

(1) All costs included in this proposal dated September 9, 2011 to establish cost allocations or billings for 10/01/11 – 09/30/12 are allowable in accordance with the requirements of OMB Circular A-87, "Cost Principles for State and Local Governments," and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

(2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Furthermore, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. I declare that the foregoing is true and correct.

Government Unit: Travis County

Signature \_\_\_\_\_

Name of Official Samuel T. Biscoe

Title County Judge

Date of Execution \_\_\_\_\_

## Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

**Contractor Name:** Travis County (Legal)

**Procurement Number:** \_\_\_\_\_

**Fiscal Year:** 2012

**Contract Number:** \_\_\_\_\_

Please refer to instructions at end of this questionnaire.

### **SECTION I: FINANCIAL POSITION**

(This section should be answered about your organization as a whole.)

1.	<p>Please indicate the accounting system in place (e.g., accrual, cash, or modified accrual).</p> <p><u>The County follows the statutory basis of accounting provided by the State in Chapter 2264, Texas Government Code, financial accounting and reporting. The county's system is set up in accordance with an accounting basis that complies with State financial laws and State constitution and follows OMB A-87 &amp; OMB A-133.</u></p>
2.	<p>Does your organization complete yearly financial statements (e.g., Balance Sheet, Income Statement, Cash Flow)? <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p><i>If yes:</i></p> <p style="margin-left: 20px;">a. Please list the name(s) of the person(s) responsible for preparing the annual financial statements:</p> <p style="margin-left: 40px;"><u>Nicki Riley - Chief Assistant County Auditor-Financial Reporting</u></p> <p style="margin-left: 20px;">b. Please attach copy of your most current statements and mark as <b>ATTACHMENT# I-2</b></p> <p><i>If no, please provide any manual or automated information maintained regarding your current financial position and mark as ATTACHMENT #I-2.</i></p>
3.	<p>Are your accounting and financial system operations audited at regular intervals by an independent auditor (Certified Public Accountant)? Note that this is not referring to compliance monitoring performed by State Contract Managers. <span style="float: right;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</span></p> <p><i>If yes:</i></p> <p style="margin-left: 20px;">a. Attach an original, bound audit report and management letter (if applicable) as provided by the independent auditor. Mark as <b>ATTACHMENT #I-3</b>.</p> <p style="margin-left: 20px;">b. Please indicate the frequency with which your accounting records are audited by an independent auditor.</p> <p style="margin-left: 40px;"><u>Yearly Audit - Atchley &amp; Associates, LLP</u></p> <p style="margin-left: 20px;">c. Please describe how independent audit results are shared with the governing body of your organization.</p> <p style="margin-left: 40px;"><u>A copy of the audited annual financial report is distributed to each member of the governing body. The annual report is officially received into the court's record through Commissioner's Court and also published on the County Auditor's website.</u></p>

## Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

### **SECTION II: INTERNAL CONTROLS**

#### **II. A. GENERAL/ACCOUNTING CONTROLS**

(This section should be answered about your organization as a whole. When a question mentions "contracts," it is referring to any contract or grant you administer with funding received through DFPS or any other state or federal agency.)

1.	Has the county submitted a cost allocation plan to DFPS for review? <i>If no, please attach a description of your allocation process and mark as ATTACHMENT #II-1.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A																														
2.	Please attach a list of all of your contracts with state agencies, including DFPS. For each contract, include: state agency name, type of service provided, contract number, dollar amount, and payment method (e.g., cost reimbursement, fee for service). Mark as ATTACHMENT #II-2.																															
3.	Does your organization maintain a separate ledger account for:  a. Deposits for each source of funds?.....  b. Disbursement of each source of funds?.....  Please provide a copy of your chart of accounts, and a description of how your accounting system identifies contract revenues and expenditures separately, and mark as ATTACHMENT #II-3.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														
4.	Are costs and expenditures under budgetary control for:  a. Total contract budget?.....  b. By budget category? .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														
5.	Do all purchases require approval from an authorized individual in the requesting department?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														
6.	Indicate the name and title of individual(s) authorized to: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 15%;">SIGN CHECKS OR AUTHORIZE PAYMENTS</th> <th style="width: 15%;">APPROVE PURCHASES <small>(INCLUDING ON-LINE AND CREDIT CARD)</small></th> <th style="width: 15%;">PREPARE PAYMENTS <small>(CHECKS AND ELECTRONIC FUND TRANSFERS)</small></th> <th style="width: 15%;">RECONCILE ACCOUNTS <small>(INTERNAL ACCOUNTS TO BANK RECORDS)</small></th> <th style="width: 15%;">CONTROL INVENTORY</th> <th style="width: 15%;">RECEIVE CASH</th> </tr> </thead> <tbody> <tr> <td>Susan Spataro</td> <td>Vicki Skinner</td> <td>Jason Niedzwiedz</td> <td>Sandy Hendrix</td> <td>Rob Dube</td> <td>Rhonda Ambrose</td> </tr> <tr> <td>County Auditor</td> <td>Director of Administration</td> <td>Financial Analyst</td> <td>Financial Analyst</td> <td>Purchasing Fixed Asset Mgr.</td> <td>Sr. Financial Analyst</td> </tr> <tr> <td>Dana Deavevoir</td> <td>Name:</td> <td>Mike Crawford</td> <td>Name:</td> <td>Name:</td> <td>Name:</td> </tr> <tr> <td>County Clerk</td> <td>Title:</td> <td>Sr. Financial Analyst</td> <td>Title:</td> <td>Title:</td> <td>Title:</td> </tr> </tbody> </table>		SIGN CHECKS OR AUTHORIZE PAYMENTS	APPROVE PURCHASES <small>(INCLUDING ON-LINE AND CREDIT CARD)</small>	PREPARE PAYMENTS <small>(CHECKS AND ELECTRONIC FUND TRANSFERS)</small>	RECONCILE ACCOUNTS <small>(INTERNAL ACCOUNTS TO BANK RECORDS)</small>	CONTROL INVENTORY	RECEIVE CASH	Susan Spataro	Vicki Skinner	Jason Niedzwiedz	Sandy Hendrix	Rob Dube	Rhonda Ambrose	County Auditor	Director of Administration	Financial Analyst	Financial Analyst	Purchasing Fixed Asset Mgr.	Sr. Financial Analyst	Dana Deavevoir	Name:	Mike Crawford	Name:	Name:	Name:	County Clerk	Title:	Sr. Financial Analyst	Title:	Title:	Title:
SIGN CHECKS OR AUTHORIZE PAYMENTS	APPROVE PURCHASES <small>(INCLUDING ON-LINE AND CREDIT CARD)</small>	PREPARE PAYMENTS <small>(CHECKS AND ELECTRONIC FUND TRANSFERS)</small>	RECONCILE ACCOUNTS <small>(INTERNAL ACCOUNTS TO BANK RECORDS)</small>	CONTROL INVENTORY	RECEIVE CASH																											
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Dana Deavevoir	Name:	Mike Crawford	Name:	Name:	Name:																											
County Clerk	Title:	Sr. Financial Analyst	Title:	Title:	Title:																											
7.	Are all expenditures reconciled with your general ledger? If no, please explain.																															
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														

## Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

8.	How often are bank accounts reconciled to internal check registers?  <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other (please specify) <u>Daily with Bank Reports</u> & system	
9.	Is your accounting system automated? <b>If no, please skip to Question #17.</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10.	Please describe how your accounting system is secured and/or protected (e.g. location, the use of passwords, access limits, checks and balances).  <u>The accounting system is secured via Passwords, which are changed every 90 days.</u>	
11.	Please specify the name(s) and title(s) for the individuals with access to the accounting system to perform the following functions:  Review Only: <u>All County Auditors employees; security limits at employee levels.</u>  Record Transactions: <u>All County Auditors employees; security limits at employee levels.</u>  Update/Change: <u>Jose Palacios – Chief Assistant County Auditor, Mike Crawford – Senior Financial Analyst, Hannah York – Senior Financial Analyst, Sandy Hendrix, Financial Analyst, Jason Niedzwiedz, Financial Analyst</u>  Delete: <u>Jose Palacios – Chief Assistant County Auditor, Mike Crawford – Senior Financial Analyst, Hannah York – Senior Financial Analyst</u>	
12.	Please explain the process (initiation, review, approval, etc.) for making updates, changes, deletions, and year end adjustments to the accounting system.  <u>Associate Auditors &amp; Financial Analysts initiate the AP &amp; Journal Entries, Financial Analysts review and audit, other Financial Analysts update and post those entries.</u>	
13.	Are there controls to provide reasonable assurance that transactions are not lost, duplicated, or added before and/or after data entry and editing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
14.	Are there controls to provide reasonable assurance that transactions with errors are rejected from further processing (e.g., prevented from updating the files/database)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
15.	Is the data entered into the accounting system verified? <i>If yes, please specify whom (name and title) is/are responsible for verifying the data, and how the verification is done.</i>  <u>Month End Reports, Jose Palacios – Chief Assistant County Auditor, Mike Crawford – Senior Financial Analyst</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16.	What, if any, additional internal controls and approvals are in place within the organization to ensure	

## Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	payments made are valid and authorized? <u>Items are required to be received in H.T.E., automated accounting system, prior to processing the payments.</u>	
17.	Are all checks pre-numbered and accounted for? If no, please explain. _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
18.	a. Are all disbursements (excluding petty cash) made by check? If no, what other means does your organization use to make disbursements? <u>EFT/Direct Deposit</u>  b. Is a check register (disbursement journal) used to record disbursements and maintain balances? If no, how are disbursements and balances tracked? _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
19.	Are all disbursements approved prior to payment? If no, please explain. _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20.	Is there any additional review or special approval required for payment transactions (check or electronic disbursement) that exceed a specific dollar amount? <i>If yes, please specify the dollar limit(s), name(s) and title(s) of responsible staff.</i> _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
21.	Does your organization have a system for tracking: a. Voided checks? ..... b. Credit card transactions? ..... c. Other electronic transactions? ..... If no, please explain. _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
22.	If a check-signing machine is used, are the facsimile signature plates safeguarded? If no, please explain. _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
23.	Are unused checks safeguarded and in the custody of a person who does not manually sign checks, control the use of facsimile signature plates or operate the	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

## Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	<p>facsimile signature machine?</p> <p>Please indicate name and title of person who has custody of unused checks.</p> <p><u>Unused checks are stored at the Auditor's office. The custody of the key to the unused check closet is with Jason Niedzwiedz, Financial Analyst and he has one of the two facsimile signature plates. The other facsimile signature plate is with the Treasurer's office, Senior Financial Analyst – Rhonda Ambrose.</u></p>	
24.	<p>Are the following practices prohibited:</p> <p>a. The drafting of checks to "CASH"? .....</p> <p>b. The signing of blank checks? .....</p> <p>If no, please explain.</p> <p>_____</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
25.	<p>Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register)?</p> <p><i>If yes, please attach an explanation of your purchase orders/requisition controls and mark as ATTACHMENT #II-25.</i></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
26.	<p>Are supporting documents (e.g., service authorizations, invoices, receipts, approvals, receiving reports, canceled checks) maintained with each disbursement and clearly referenced for easy location and retrieval?</p> <p><i>If yes, please attach an explanation and mark as ATTACHMENT #II-26. The attachment should describe your process for maintaining supporting documentation, such as:</i></p> <ul style="list-style-type: none"> <li>• <i>How supporting records are kept and filed (e.g., filed by check number, month of payment, etc.);</i></li> <li>• <i>How documents are marked when paid to prevent duplication of claims, and</i></li> <li>• <i>How authorizations are maintained internally.</i></li> </ul>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
27.	<p>Do supporting documents accompany checks for the check signer's signature?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
28.	<p>Are invoices marked to identify allocation of payment?</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
29.	<p>Does your organization have procedures to identify costs and expenditures not allowable under federal and/or state regulations?</p> <p><i>If yes, please attach an explanation of your system for identifying unallowable costs/expenditures and mark as ATTACHMENT #II-29</i></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
30.	<p>Does your organization have a contract file for each contract?</p> <p><i>If yes, does each contract file contain:</i></p> <p>a. <i>The executed contract with all attachments? .....</i></p> <p>b. <i>A copy of each contract amendment (as applicable)? .....</i></p> <p>c. <i>Billing documents? .....</i></p> <p>d. <i>Documentation of contract performance? .....</i></p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>



**Internal Control Structure Questionnaire (ICSQ)  
for Title IV-E County ≥ \$25,000**

	<p>If no, please explain.</p> <hr/>	
35.	<p>Does your organization have a written job description with a set salary level for each position?</p> <p>If no, please explain.</p> <hr/>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>



## Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

36.	Is the amount being paid to each employee based on documentation of actual hours worked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
37.	a. Is your organization current with your payroll taxes? ..... b. Does your organization pay payroll taxes directly? ..... If no, please explain and indicate name of withholding agent. _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>II. C. TRAVEL</b>		
38.	Are travel expenditures be substantiated by travel vouchers, travel logs or other supporting documentation? If no, please explain. _____  <i>If yes, please submit a copy of your travel policy, a blank travel voucher and a blank travel log. Mark as ATTACHMENT II-38.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<b>II. D. EQUIPMENT</b>		
39.	a. Please specify the level of capitalization (dollar amount) used by your organization. _____ \$5,000.00 _____  b. Please provide your organization's definition of equipment: <u>Fixed &amp; Tangible assets used for the benefit of the county for more than one year from date asset first rendered service.</u>	
40.	Does your organization conduct a physical inventory of capital equipment purchased with federal funds? If yes, how often? _____ Annually _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
41.	Has DFPS funds been used (in whole or in part) to purchase equipment or controlled assets (e.g., computers, furniture, cameras, camcorders, laser disc (DVD) players, TVs)?  <b>Note:</b> Contractors should review the Comptroller's State Property Accounting User Manual at <a href="https://fmx.cpa.state.tx.us/fmx/spa/classcodes/control.php">https://fmx.cpa.state.tx.us/fmx/spa/classcodes/control.php</a> for the most current listing of controlled assets. Contractors must add these items classified as controlled assets to their inventory list based on the noted acquisition costs.  <b>If no, please skip to Section II.E. Subcontractors.</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
42.	Are inventory records maintained that include: item description, serial number,	<input type="checkbox"/> Yes <input type="checkbox"/> No

## Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	funding source(s), acquisition cost, acquisition date and inventory number? <i>Please attach a blank inventory form and mark as ATTACHMENT #I-42</i>	
43.	Are all equipment items and controlled assets tagged for the purpose of internal tracking and inventory?	<input type="checkbox"/> Yes <input type="checkbox"/> No
44.	Does your organization have policies regarding the documentation required for equipment that has been disposed of?  If yes, please attach a copy of your equipment disposal policy and mark as <b>ATTACHMENT #I-44.</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b><u>II. E. SUBCONTRACTORS</u></b>  <b>If your organization does not subcontract DFPS services, or does not intend to subcontract DFPS services, mark N/A <input checked="" type="checkbox"/> here and skip to Section II.F. Title IV-E Child Welfare Services Contract Information.</b>		
45.	Please describe how your organization selects subcontractors.  _____	
46.	If your organization has state contracts for \$100,000 or more, is a good faith effort made to subcontract with Historically Underutilized Businesses (HUBs)?  If no, please explain.  _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
47.	Does your organization maintain a written subcontract agreement with each subcontractor?  If no, please explain.  _____  If yes, does each subcontract agreement include:	<input type="checkbox"/> Yes <input type="checkbox"/> No
	a. All parties to the contract? .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
	b. A Statement/Scope of Work? .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
	c. When services are to be performed? .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
	d. Rates of pay? .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
	e. A measurable method of payment? .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
	f. A description of contract performance requirements? .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
	g. A requirement for and description of monitoring to be conducted? .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
	h. Reference or include all terms required by contract? .....	<input type="checkbox"/> Yes <input type="checkbox"/> No
	i. A termination clause? .....	<input type="checkbox"/> Yes <input type="checkbox"/> No

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**Internal Control Structure Questionnaire (ICSQ)  
for Title IV-E County ≥ \$25,000**

	<p>If no for any of the above, please explain.</p> <hr/>	
48.	<p>Does your organization have procedures to monitor that subcontracted services are being delivered and subcontractors are being paid as required by contract(s)?</p> <p><i>If yes, please attach a copy of your subcontractor monitoring procedures and mark as ATTACHMENT #II-48.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

**SECTION II. F: TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION**

This section pertains only to any County Title IV-E Child Welfare Services Contracts with DFPS and *does not* pertain to any Title IV-E County Legal Services Contract with DFPS. For purposes of this Section, the terms County and County Child Welfare Board are synonymous.

49.	<p>If administrative costs will be claimed, has the county submitted an administrative budget to DFPS for review and approval?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</p>
50.	<p>Does the County Child Welfare Board have a process that Caseworkers must follow in order to obtain assistance from the County Child Welfare Board for a Foster Child?</p> <p>If yes, is the above policy a written (published) policy?</p> <p><i>If yes, please attach a description of the process or a copy of the written policy and mark as ATTACHMENT #II-50.</i></p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
51.	<p>Has/have the county Title IV-E contract(s) been audited by county internal or external auditors?</p> <p>If yes, please enter date of last audit. _____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
52.	<p>Do the region and the county conduct an annual review of the county Title IV-E contracts?</p> <p>If yes, please enter date of last review. _____</p> <p><b>Note:</b> An annual review of the contract is specified in the contract.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
53.	<p>How does the Child Welfare Board pay for supplemental child-care expenses?</p> <p><i>Please provide a description of the process used to pay supplemental child care expenses, including the name and/or position of responsible person/staff and mark as ATTACHMENT #II-53.</i></p>	
54.	<p>What back-up documentation does the county maintain to support Title IV-E reimbursements?</p> <p><i>Please provide a description of the required documentation and mark as ATTACHMENT #II-54.</i></p>	

## Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

55.	Who maintains the documentation within the county (e.g., Child Welfare Board, County Auditor)? Provide the name of the county Department or name and/or position of responsible person/staff.  _____	
56.	Who, within the county, signs the County Title IV-E Claims Voucher (Form 4116 – State of Texas Purchase Voucher Quarterly Billing)?  Please provide the name and/or position of the responsible person/staff.  _____	
57.	How does the county ensure the County Title IV-E Claims Voucher is reconciled with the county's general ledger?  _____	
58.	Does the county have a process to ensure that all expenditures claimed are allowable? <i>If yes, please attach a description of the process and mark as ATTACHMENT #II-58.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
59.	Does the county have a process to ensure that all raised or donated funds used as certified match for the County Title IV-E Claims Voucher are unrestricted funds? <i>If yes, please attach a description of the process and mark as ATTACHMENT #II-59.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
60.	How does the county know which children are IV-E eligible? Please provide a description of the process and the name and/or position of responsible person/staff and mark as <b>ATTACHMENT #II-60.</b>	

### CERTIFICATION

Signed by an individual with documented authority as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

\_\_\_\_\_  
Signature

Samuel T. Biscoe  
Printed/Typed Name

\_\_\_\_\_  
Date

Travis County Judge  
Title

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable: 03-090-8842

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?  Yes  No  N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.  
If your answer is "No" or N/A, answer questions "A" and "B".

**A. Certification Regarding % of Annual Gross from Federal Awards.**

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?  Yes  No

**B. Certification Regarding Amount of Annual Gross from Federal Awards.**

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?  Yes  No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".  
If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

**C. Certification Regarding Public Access to Compensation Information.**

Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?  Yes  No  N/A (if entity reports through some other means, state how: )

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

### FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

<b>Susan Spataro</b>	
<b>Printed Name of Authorized Representative</b>	<b>Signature of Authorized Representative</b>
<b>Travis County Auditor</b>	
<b>Title of Authorized Representative</b>	<b>Date</b>
<b>Travis County</b>	<b>23940106</b>
<b>Legal Name of Contractor</b>	<b>Contract Number</b>

### Signature Authority Designation

**All Contractors/Potential Contractors are required to fill out and submit this form.**

Completion of this form designates signature authority for Contractor: Travis County  
The Contractor may attach a document or letter designating signature authority, including the signature authority's name and title, or verify that the signature below is the only signature authority designated for contracting with DFPS.

- Document attached (e.g., from the contractor's governing body)
- Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the attached document or signature below is a complete, true, and correct representation of signature authority.

Samuel T. Biscoe  
Printed Name

\_\_\_\_\_  
Signature of Authorized Representative

Travis County Judge  
Title of Authorized Representative

\_\_\_\_\_  
Date

Travis County  
Legal Name of Contractor/Potential Contractor

23940106  
Contract or Procurement Number

The Designated Signature Authority, as referenced above, must authorize in writing the delegation of signature authorities to any additional person(s) to approve and sign contract documents. The Contractor must use the supplied attachment(s) provided by DFPS to capture further delegation information. Both the printed name and signature is required for each authorized individual.

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### Risk Analysis Questionnaire

Contract Name: Travis County - Legal

Contract Number: 23940106

FY 2012

Please provide the person's name and number to contact if additional information is needed: Stephen Marquez 854-9900

1. Do you currently have other client service contracts with DFPS or any other Governmental entity [federal, state (ISD, University) county]?
- Yes  No

If yes, please provide the contract number and indicate which of the following payment types is utilized for the contract:

<b>Cost Reimbursement</b>	Contractor is reimbursed for allowable costs.
<b>Fee For Service</b>	Contractor is paid a set fee per unit of service. Typically rates are negotiated with the individual vendor and may apply only to that vendor. An independent rate setting process does not exist for the contracted service.
<b>Rate Based Payments</b>	Contractor is paid at a pre-determined rate or fee per unit of service, which was established through a rate setting process. The rate setting process typically applies to multiple contractors who provide the service.
<b>Other</b>	Any other payment type not defined above.

Contract Number	Payment Type	Contract Number	Payment Type
582-10-93249 - Travis Co Environmental Crimes Prosecutor (Tx. Comm. on Environmental Quality	Cost reimbursement	n/a - Interlocal with City of Austin - Downtown Business Dist. Atty.	cost reimbursement
1014554 - Victims Coordinator Liaison Grant (Ofc of the Atty General)	Cost reimbursement		

RAI Factor #4

2. Check the appropriate time period since your last audit (e.g., annual audit, compliance audit, single audit) was completed by an independent auditor, including other state/federal agency.

Within 21 months     Within 22-34 months     35 months or more OR No Audit completed

RAI Factor #15



3. Type of Related Party Transactions: "Doing business" refers to business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle), and/or obtaining a service (e.g., legal services, accounting services, banking services), even if the purchase/lease/service is provided at no charge from anyone related by blood, adoption or marriage to a member of your Board of Directors; a principal stockholder; or a key employee.

Does your agency do business with any of the above-mentioned parties for the following?

- Non-compensated services  Yes  No
- Compensated non-recurring services  Yes  No
- Compensated Consulting or Management services  Yes  No
- Compensated Building Leasing  Yes  No
- Compensated Transportation  Yes  No
- Compensated Goods and Services or Labor  Yes  No
- For-profit affiliated with non-profit  Yes  No
- Owned/operated by same or related entity  Yes  No

RAI Factor #10

### Risk Analysis Questionnaire

4. The percentage of total expenditures paid out to Subcontractors in a fiscal year as allowable by contract.

- 0%     no more than 30%     31% to 50%     More than 50%

RAI Factor #9

5. Experience of key management staff: Note: Fiscal components refer to the financial aspect of the contract. Programmatic components refer to the program side of the contract, such as monitoring that services are provided to clients, monitoring the quality of the service delivery, ensuring compliance to the service provisions in the contract.

<b>Executive Director, President or Equivalent</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
--	--	--	--

<b>Accounting (Comptroller, Chief Financial Officer, Business Mgr, etc.)</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
--	--	--	--

<b>Program Director, Program Coordinator or Equivalent</b>	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
--	--	--	--

RAI Factor #7

6. Total Contractor Experience

Check the appropriate box below your total contractor experience (including experience with non-DFPS agencies) providing the type of service being contracted.

- 0 to 12 months     13 to 35 months     36 to 59 months     60 or more months

RAI Factor #8

7. Check the appropriate box below if there has been any significant change in direct delivery and billing staff in the appropriate periods:

- No significant change in last 2 years
- Significant change in direct delivery and billing staff within:     Last 2 years     Last 12 months

RAI Factor #8

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## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 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

A handwritten signature in black ink, appearing to read "Leroy Nellis", written over the printed name of the official.

**AGENDA LANGUAGE:** Consider and Take Appropriate Action on Proposed Fiscal Year 12 Indirect Cost Rates

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

**STAFF RECOMMENDATIONS:** Please see attached documentation

**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

**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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



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

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700 Lavaca Street  
Suite 1560  
Austin, Texas 78701

**BACK-UP FOR SEPTEMBER 6, 2011 AGENDA**

August 30, 2011

TO: Members of Commissioners Court

FROM: Randy Lott, Planning and Budget Analyst

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

RE: Approval of Indirect Cost Rates for FY 12.

Maximus provides an annual indirect cost rate plan for Travis County. This plan provides the basis for Travis County to be reimbursed for grant-related indirect cost expenses such as the costs of facilities, utilities, technology services and administrative support. When receiving grant funds, certain granting agencies allow indirect costs to be reimbursed, as long as they are calculated in accordance with Federal Regulations (OMB Circular A-87).

Indirect costs are calculated each year, and we have now received the new indirect cost rates for actual expenses to be applied to grants in FY 12. A summary of the rates is attached for your review and approval. The very detailed calculations that are used to derive these rates comprise a document is not attached, but is available to you in PBO if you wish to review these calculations.

PBO recommends approval of the proposed indirect cost rates for FY 12.

CC: Leroy Nellis, Planning and Budget  
DeDe Bell, Auditor's Office



August 24, 2011

Mr. Leroy Nellis  
Planning and Budget Office  
Travis County  
314 W. 11 Street  
Austin, Texas 78701

Dear Mr. Nellis:

MAXIMUS, Inc. has completed the Travis County FY 2010 Central Services Indirect Cost Rate Plan. MAXIMUS has prepared the Plan in accordance with U.S. Office of Management and Budget Circular A-87 (OMB A-87) which defines allowable expenditures for federally funded programs. Data and expenditures incurred during the fiscal year ended September 30, 2010 have been utilized to develop the Plan. Enclosed are two bound copies. A PDF of the plan has already been sent to Randy Lott.

I have enclosed an additional copy of the certificate to be signed and returned for our files upon your approval of the plan. Once I receive the signed certification I will submit the Cost Plan to the appropriate cognizant agencies.

You may return the certificate to:

MAXIMUS  
Attn: Jim Brown  
1452 Hughes Road  
Suite 325  
Grapevine, Texas 76051

If you have any questions concerning the Plan and/or utilization of the indirect rates, please call me at 972-490-9990. I appreciated this opportunity to be of assistance to Travis County, and I look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink that reads "Jim Brown". The signature is written in a cursive style.

Jim Brown  
Manager

Enclosures

### Indirect Cost Rates

Dpt #	Department Name	Calculated Rate
01	County Judge	458.88%
02	Commissioner - Precinct 1	36.45%
03	Commissioner - Precinct 2	24.96%
04	Commissioner - Precinct 3	34.85%
05	Commissioner - Precinct 4	20.99%
08	Tax Assessor-Collector	66.09%
13	Exposition Center	0%
16	Veterans Service Office	36.37%
18	Agricultural Extension Service	42.50%
19	County Attorney	31.09%
20	County Clerk	30.38%
21	District Clerk	37.15%
22	Civil Courts	20.65%
23	District Attorney	17.93%
24	Criminal Courts	47.50%
25	Probate Court	20.33%
26	Justice of Peace – Precinct 1	29.34%
27	Justice of Peace – Precinct 2	31.65%
28	Justice of Peace – Precinct 3	28.51%
29	Justice of Peace – Precinct 4	29.01%
30	Justice of Peace – Precinct 5	34.39%
31	Constable - Precinct 1	26.08%
32	Constable - Precinct 2	24.23%
33	Constable - Precinct 3	33.42%
34	Constable - Precinct 4	28.21%
35	Constable - Precinct 5	30.73%
37	Sheriff	17.01%
38	Medical Examiner	24.83%
39	Community Supervision & Corrections	21.62%
40	Counseling and Educational Services	29.87%
42	Pretrial Services	28.75%
43	Juvenile Public Defender	23.78%
45	Juvenile Court	23.93%
47	Emergency Services	65.46%
49	Transportation and Natural Resources	43.11%
54	Civil Service Commission	20.53%
55	Criminal Justice Planning	18.81%
58	Health and Human Services	55.42%
59	Emergency Medical Services	84.93%
	Composite Travis County Rate	27.53%



TRAVIS COUNTY, TEXAS

### TRAVIS COUNTY, TEXAS CERTIFICATE OF INDIRECT COSTS

This is to certify that I have reviewed the cost rate proposal submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal to establish billing or final indirect costs rates for the period October 1, 2010 through September 30, 2010 are allowable in accordance with the requirements of the Federal award(s) to which they apply and OMB circular A-87, "Cost Principles for State and Local Governments". Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
- (2) All Costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or casual relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and the Federal Government will be notified of any accounting changes that would affect the predetermined rate.

I declare that the foregoing is true and correct.

Travis County, Texas

Signature:

Name of Official:

Leroy Nellis

Title:

County Executive, Planning, Budget

Date of Execution:

9/25/11



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Deborah Lauder milk/(512) 854-9779

**Elected/Appointed Official/Dept. Head:** Leroy Nellis

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on request to approve signature authority in Travis County's Local Government Investment Pools for the Corporations Manager who will provide back-up as needed for Cash/Investment Management.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Memorandum is attached as well as appropriate signature authorization forms.

### **STAFF RECOMMENDATIONS:**

Attached

### **ISSUES AND OPPORTUNITIES:**

Attached

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None

### **REQUIRED AUTHORIZATIONS:**

None

**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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.






**CASH/INVESTMENT MANAGEMENT DEPARTMENT**  
**TRAVIS COUNTY, TEXAS**

Planning & Budget Office  
700 Lavaca, Suite 1560  
P.O. Box 1748  
Austin, Texas 78767

Phone: (512) 854-9779  
Fax: (512) 854-4210  
Email: [Deborah.laudermilk@co.travis.tx.us](mailto:Deborah.laudermilk@co.travis.tx.us)

DATE: August 30, 2011

TO: Samuel T. 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: Deborah A. Laudermilk, Investment Manager 

RE: Approval of Investment Pool Signature Authority for Andrea Shields

Andrea Shields is the new Corporations Manager for Travis County. Andrea has been with us for three months and has attended the required Public Funds Investment training. We are requesting authorization for Ms. Shields so that she would be able to provide back-up as needed when the Investment Manager, Assistant Investment Manager or Sr. Financial Analyst are unavailable in the daily cash management for Travis County.

Attached are the forms authorizing Andrea to invest for Travis County in the three Local Government Investment Pools in which Travis County is a participant. They are TexPool, TexSTAR, and TexasDAILY, the overnight pool of TexasTERM.

Please authorize the forms to allow Andrea to invest for Travis County in TexasDAILY and TexSTAR and authorize Judge Biscoe to sign the Resolution allowing her to invest in TexPool.

Thank you.

Cc: Leroy Nellis, Interim Executive Manager, Planning & Budget



# Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Norman McRee/854-4821

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive, Planning & Budget

**Commissioners Court Sponsor:** Sam Biscoe, County Judge

A handwritten signature in black ink, appearing to read "Leroy Nellis", is written over the text of the "Elected/Appointed Official/Dept. Head" and "Commissioners Court Sponsor" fields.

## 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 \$605,655.20, for the period of August 19 to August 25, 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 \$605,655.20.

## ISSUES AND OPPORTUNITIES:

See attached.

## FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$605,655.20

## 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](mailto: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:** September 6, 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 19, 2011 to August 25, 2011

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$605,655.20

**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 \$605,655.20.

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  
AUGUST 19, 2011 TO AUGUST 25, 2011**

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 1a. Unavailable to Sign Memo**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. FY Comparison of Paid Claims 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: September 6, 2011  
 TO: Susan Spataro, County Auditor  
 FROM: Dan Mansour, Risk Manager  
 COUNTY DEPT.: Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:  
 FROM: August 19, 2011  
 TO: August 25, 2011

**REIMBURSEMENT REQUESTED: \$ 605,655.20**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,756,881.58
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: August 30, 2011	\$ (1,148,511.65)
	\$ -
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$ 605,655.20</b>
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$ 605,655.20</b>

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 \$134,710.96) 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 (\$70,641.64) 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 (\$10,871.91).

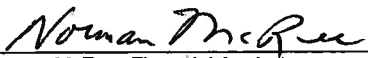
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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

 8/29/11  
 Diane Blankenship, Director, HRMD Date

*Unavailable to sign*  
 Dan Mansour, Risk Manager Date

 8/29/11  
 Cindy Purinton, Benefit Contract Administrator Date

 8/29/11  
 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*

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1010 Lavaca Street, 2<sup>nd</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

## MEMORANDUM

**Date:** September 6, 2011

**To:** Susan Spataro, County Auditor

**From:** Norman McRee, Financial Analyst  
Human Resources Management Department

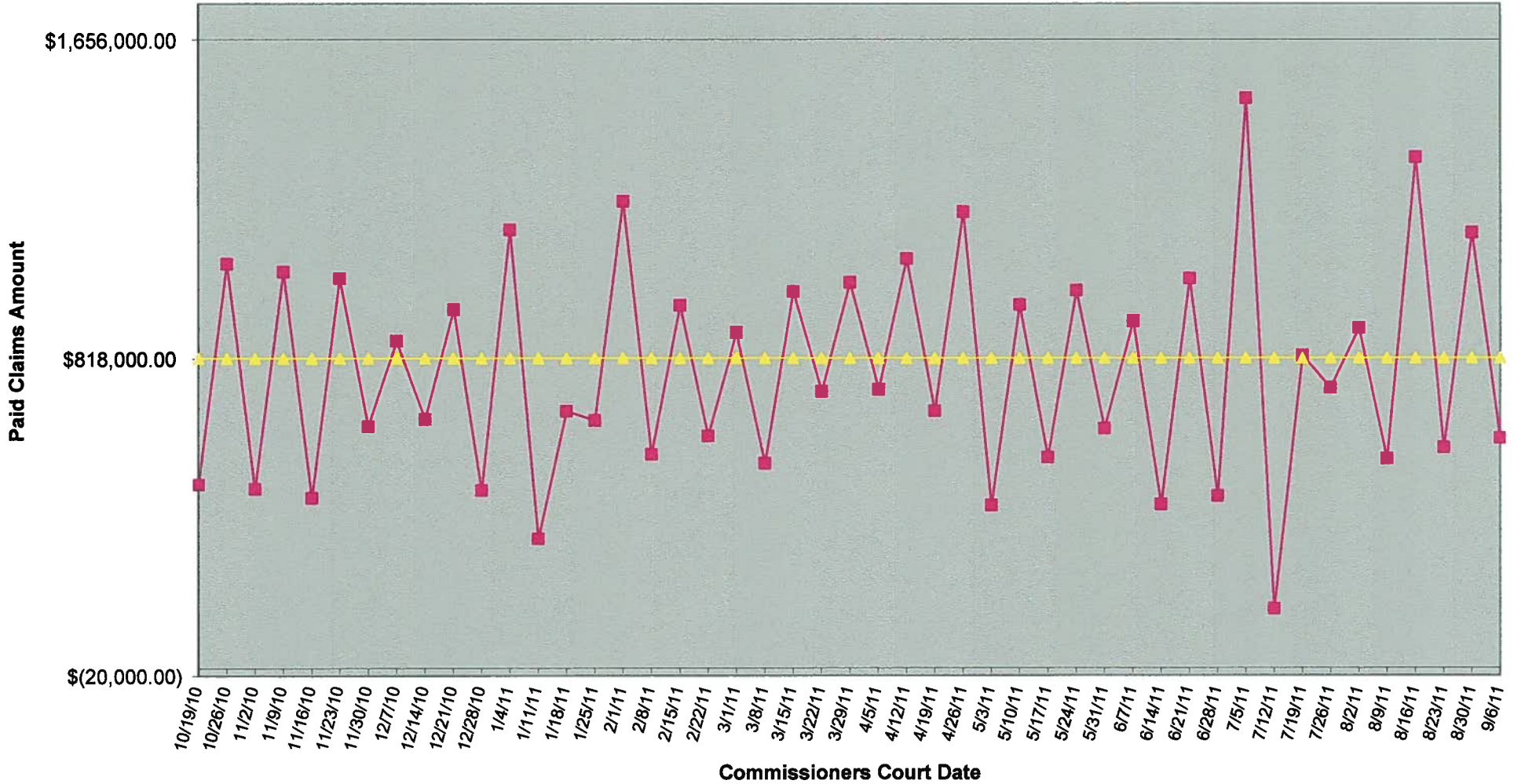
**Subject:** Risk Manager Unable to Sign Recommendation for Transfer of Funds  
For Period August 19 – August 25, 2011

Dan Mansour, Risk Manager, is out of the office and unavailable to sign the Recommendation for Transfer of Funds document for the period August 19 – August 25, 2011.

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

### Travis County Employee Benefit Plan FY11 Paid Claims vs Weekly Claims Budget of \$818,811.85

2





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

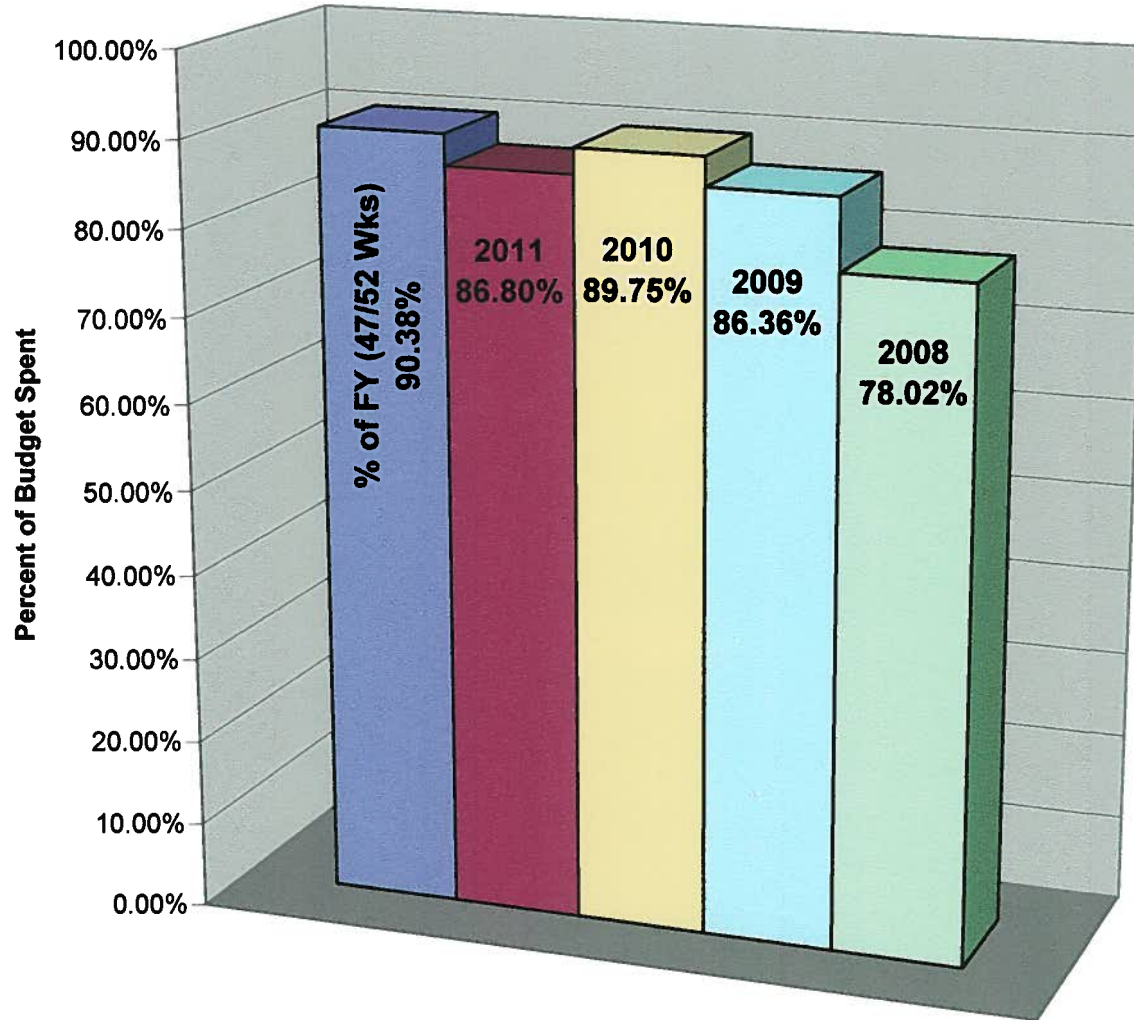
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2011 % of Budget Spent	FY 2010 % of Budget Spent
1	10/1/10	10/7/10	10/19/10	\$ 486,507.45	\$ 818,811.85	1	\$ 49,999.05	1.14%	1.34%
2	10/8/10	10/14/10	10/26/10	\$ 1,067,933.98	\$ 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	\$ -	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	\$ 818,811.85	1	\$ 131,362.53	14.23%	15.49%
9	11/26/10	12/2/10	12/14/10	\$ 658,118.37	\$ 818,811.85	2	\$ 75,075.28	15.77%	17.37%
10	12/3/10	12/9/10	12/21/10	\$ 945,893.77	\$ 818,811.85	0	\$ -	17.99%	19.74%
11	12/10/10	12/16/10	12/28/10	\$ 470,558.23	\$ 818,811.85	0	\$ -	19.10%	20.97%
12	12/17/10	12/23/10	1/4/11	\$ 1,156,991.32	\$ 818,811.85	4	\$ 263,598.19	21.81%	23.16%
13	12/24/10	12/30/10	1/11/11	\$ 341,870.01	\$ 818,811.85	0	\$ -	22.62%	24.66%
14	12/31/10	1/6/11	1/18/11	\$ 679,129.98	\$ 818,811.85	1	\$ 35,903.00	24.21%	26.85%
15	1/7/11	1/13/11	1/25/11	\$ 654,603.52	\$ 818,811.85	2	\$ 87,942.00	25.75%	27.96%
16	1/14/11	1/20/11	2/1/11	\$ 1,230,988.94	\$ 818,811.85	6	\$ 401,934.99	28.64%	30.56%
17	1/21/11	1/27/11	2/8/11	\$ 564,906.99	\$ 818,811.85	1	\$ 112,075.66	29.97%	31.71%
18	1/28/11	2/3/11	2/15/11	\$ 957,377.67	\$ 818,811.85	1	\$ 50,544.37	32.22%	34.69%
19	2/4/11	2/10/11	2/22/11	\$ 612,913.71	\$ 818,811.85	1	\$ 47,219.06	33.66%	36.15%
20	2/11/11	2/17/11	3/1/11	\$ 885,757.98	\$ 818,811.85	0	\$ -	35.74%	41.19%
21	2/18/11	2/24/11	3/8/11	\$ 540,772.02	\$ 818,811.85	1	\$ 33,422.63	37.01%	40.98%
22	2/25/11	3/3/11	3/15/11	\$ 992,688.31	\$ 818,811.85	3	\$ 86,327.23	39.34%	43.38%
23	3/4/11	3/10/11	3/22/11	\$ 731,715.00	\$ 818,811.85	3	\$ 153,400.86	41.06%	44.76%
24	3/11/11	3/17/11	3/29/11	\$ 1,017,707.55	\$ 818,811.85	2	\$ 134,936.51	43.45%	47.38%
25	3/18/11	3/24/11	4/5/11	\$ 736,608.69	\$ 818,811.85	2	\$ 183,479.80	45.18%	48.32%
26	3/25/11	3/31/11	4/12/11	\$ 1,080,169.24	\$ 818,811.85	0	\$ -	47.71%	50.65%
27	4/1/11	4/7/11	4/19/11	\$ 678,799.41	\$ 818,811.85	4	\$ 162,685.73	49.31%	51.88%
28	4/8/11	4/14/11	4/26/11	\$ 1,203,323.54	\$ 818,811.85	5	\$ 289,681.50	52.13%	54.10%
29	4/15/11	4/21/11	5/3/11	\$ 429,984.91	\$ 818,811.85	1	\$ 26,616.24	53.14%	55.40%
30	4/22/11	4/28/11	5/10/11	\$ 958,871.06	\$ 818,811.85	2	\$ 171,362.87	55.40%	58.01%
31	4/29/11	5/5/11	5/17/11	\$ 556,246.87	\$ 818,811.85	1	\$ 66,795.00	56.70%	59.54%
32	5/6/11	5/12/11	5/24/11	\$ 996,265.87	\$ 818,811.85	5	\$ 153,477.40	59.04%	61.92%
33	5/13/11	5/19/11	5/31/11	\$ 632,781.33	\$ 818,811.85	2	\$ 180,603.03	60.53%	63.20%
34	5/20/11	5/26/11	6/7/11	\$ 914,551.93	\$ 818,811.85	4	\$ 127,082.13	62.68%	65.31%
35	5/27/11	6/2/11	6/14/11	\$ 431,858.40	\$ 818,811.85	0	\$ -	63.69%	67.09%
36	6/3/11	6/9/11	6/21/11	\$ 1,028,676.55	\$ 818,811.85	2	\$ 66,855.29	66.11%	69.01%
37	6/10/11	6/16/11	6/28/11	\$ 453,697.35	\$ 818,811.85	1	\$ 29,867.00	67.17%	70.24%
38	6/17/11	6/23/11	7/5/11	\$ 1,502,194.03	\$ 818,811.85	4	\$ 607,205.34	70.70%	72.31%
39	6/24/11	6/30/11	7/12/11	\$ 155,879.12	\$ 818,811.85	3	\$ 133,847.78	71.07%	73.75%
40	7/1/11	7/7/11	7/19/11	\$ 825,263.12	\$ 818,811.85	1	\$ 25,497.46	73.00%	76.50%
41	7/8/11	7/14/11	7/26/11	\$ 740,089.98	\$ 818,811.85	2	\$ 126,020.46	74.74%	77.87%
42	7/15/11	7/21/11	8/2/11	\$ 897,405.43	\$ 818,811.85	2	\$ 62,587.16	76.85%	80.14%
43	7/22/11	7/28/11	8/9/11	\$ 552,847.95	\$ 818,811.85	2	\$ 94,229.00	78.15%	81.53%
44	7/29/11	8/4/11	8/16/11	\$ 1,346,733.08	\$ 818,811.85	5	\$ 387,720.90	81.31%	84.01%
45	8/5/11	8/11/11	8/23/11	\$ 581,094.51	\$ 818,811.85	4	\$ 221,519.11	82.68%	85.71%
46	8/12/11	8/18/11	8/30/11	\$ 1,148,511.65	\$ 818,811.85	3	\$ 319,338.83	85.37%	87.71%
47	8/19/11	8/25/11	9/6/11	\$ 605,655.20	\$ 818,811.85	3	\$ 134,710.96	86.80%	89.75%
48	8/26/11	9/1/11	9/13/11						
49	9/2/11	9/8/11	9/20/11						
50	9/9/11	9/15/11	9/27/11						
51	9/16/11	9/22/11	10/4/11						
52	9/23/11	9/29/11	10/11/11						

Paid & Budgeted Claims to Date	\$ 36,956,348.28	\$ 38,484,156.77
Paid Claims less Total Weekly Budget		\$ (1,527,808.49)

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



### Comparison of Claims to FY Budgets Week 47



*h*

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

FROM: UNITEDHEALTH GROUP  
 AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2011-08-26 REQUEST AMOUNT: \$1,756,881.58

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2011-08-25	\$936,195.95
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
<b>= UNDER DEPOSIT:</b>	<b>\$1,731,845.05</b>
+ CURRENT DAY NET CHARGE:	\$25,036.53
+ FUNDING ADJUSTMENTS:	\$00.00
<b>REQUEST AMOUNT:</b>	<b>\$1,756,881.58</b>

ACTIVITY FOR WORK DAY: 2011-08-19

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$65,914.86	\$00.00	\$65,914.86
<b>TOTAL:</b>	<b>\$65,914.86</b>	<b>\$00.00</b>	<b>\$65,914.86</b>

ACTIVITY FOR WORK DAY: 2011-08-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$304,119.09	\$00.00	\$304,119.09

## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011\_09\_06

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	(26.04)	RF	36179530	AA		9 11/23/2009	50	8/25/2011	9/6/2011
701254	632	(26.04)	Q7	60565790	AA		7 11/24/2008	50	8/26/2011	9/6/2011
701254	632	(37.14)	O7	72499580	AD		2 8/22/2011	50	8/24/2011	9/6/2011
701254	632	(43.84)	O8	680400	AD		2 8/22/2011	50	8/24/2011	9/6/2011
701254	632	(60.00)	NN	SSN0000C	AL		0 8/17/2011	600	8/23/2011	9/6/2011
701254	632	(70.00)	NN	SSN0000C	AL		0 8/16/2011	600	8/22/2011	9/6/2011
701254	632	(80.49)	NN	SSN0000C	AL		0 8/18/2011	600	8/24/2011	9/6/2011
701254	632	(106.24)	QG	50230267	AA		6 4/22/2011	50	8/26/2011	9/6/2011
701254	632	(112.07)	O8	35863160	AD		2 8/22/2011	50	8/24/2011	9/6/2011
701254	632	(122.88)	UZ	75776780	AI		2 5/24/2010	50	8/24/2011	9/6/2011
701254	632	(189.42)	NN	SSN0000C	AL		0 8/19/2011	600	8/25/2011	9/6/2011
701254	632	(198.24)	NN	SSN0000C	AL		0 8/22/2011	600	8/26/2011	9/6/2011
701254	632	(375.00)	NN	SSN0000C	AL		0 8/19/2011	600	8/25/2011	9/6/2011
701254	632	(431.67)	QG	60267673	AH		9 8/17/2011	50	8/23/2011	9/6/2011
701254	632	(637.37)	NN	SSN0000C	AL		0 8/19/2011	600	8/25/2011	9/6/2011
701254	632	(644.08)		26 250197	AH		9 8/18/2011	50	8/23/2011	9/6/2011
701254	632	(1,881.09)		26 249806	AH		5 8/18/2011	50	8/23/2011	9/6/2011
701254	632	(2,500.00)		26 249609	AH		5 8/18/2011	50	8/23/2011	9/6/2011
701254	632	(3,241.38)	NN	SSN0000C	AL		0 8/16/2011	600	8/22/2011	9/6/2011

9

605,655.20

# ***Travis County Hospital and Insurance Fund - County Employees***

## ***UHC Payments Deemed Not Reimbursable***

For the payment week ending: 08/25/2011

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

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**Travis County - Hospital and Self Insurance Fund (526)**
**Journal Entry for the Reimbursement to United Health Care**

 For the payment week ending: 9/6/2011
 

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<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b><i>CEPO</i></b>		
	EE	
	<b>526-1145-522.45-28</b>	<b>64,379.19</b>
	RR	
	<b>526-1145-522.45-29</b>	<b>73,731.65</b>
Total CEPO		\$138,110.84
<b><i>EPO</i></b>		
	EE	
	<b>526-1145-522.45-20</b>	<b>117,065.27</b>
	RR	
	<b>526-1145-522.45-21</b>	<b>14,390.74</b>
Total EPO		\$131,456.01
<b><i>PPO</i></b>		
	EE	
	<b>526-1145-522.45-25</b>	<b>317,447.34</b>
	RR	
	<b>526-1145-522.45-26</b>	<b>18,641.01</b>
Total PPO		\$336,088.35
Grand Total		\$605,655.20



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/6/2011

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

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

**Commissioners Court Sponsor:** Judge Biscoe

### AGENDA LANGUAGE:

Consider and take appropriate action on the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments;
- B. Non-routine request from Justice of Peace Pct 5 for a variance to Travis County Code § 10.03002, General Overview for Determining Pay Policy.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

- A. Routine Personnel Actions – Pages 2 – 5, 7 - 12.
- B. Non-Routine Personnel Actions – Pages 6, 13 - 17.  
JP Pct 5 requests approval for three salary adjustments that exceeds 10% above midpoint – Travis County Code § 10.03002, Slot 3, Court Clerk II Sr, PG 16; Slot 7, Court Clerk II Sr, PG 16; Slot 13, Court Clerk I, PG 13. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

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

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

**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](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# HRMD *Human Resources Management Department*

1010 Lavaca Street, 2<sup>nd</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

**September 6, 2011**

**ITEM # :**

**DATE:** August 26, 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 Neffs, Acting County Executive, Planning and Budget

**FROM:** Diane Blankenship, Director, HRMD

**SUBJECT:** Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

**A. Routine Personnel Actions – Pages 2 – 5, 7-12.**

**B. Non-Routine Personnel Actions – Pages 6, 13 - 17.**

JP Pct 5 requests approval for three salary adjustments that exceeds 10% above midpoint – Travis County Code § 10.03002, Slot 3, Court Clerk II Sr, PG 16; Slot 7, Court Clerk II Sr, PG 16; Slot 13, Court Clerk I, PG 13. HRMD has reviewed supporting documentation; PBO has confirmed sufficient funds.

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: Planning and Budget Department  
 County Auditor  
 County Auditor-Payroll (Certified copy)  
 County Clerk (Certified copy)



**WEEKLY PERSONNEL AMENDMENTS --- ROUTINE**

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
<b>Constable 3</b>	38	Deputy Constable**	61 / Step 1 / \$44,291.10	61 / Step 1 / \$44,291.10
<b>County Atty</b>	89	Law Clerk I Part-time	14 / Minimum / \$16,172.73	14 / Minimum / \$16,172.73
<b>Sheriff</b>	297	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	431	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	514	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	680	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	1288	Deputy Sheriff Law Enforcement**	72 / Step 5 / \$50,465.79	72 / Step 5 / \$50,465.79
<b>Sheriff</b>	1352	Office Spec Sr	12 / Midpoint / \$34,621.60	12 / Midpoint / \$34,621.60
<b>Sheriff</b>	1520	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Sheriff</b>	1782	Cadet**	80 / Step 1 / \$34,594.77	80 / Step 1 / \$34,594.77
<b>Tax Collector</b>	55	Tax Spec I	12 / Level 1 / \$29,099.20	12 / Level 1 / \$29,099.20
<b>TCCES</b>	18	Chem Dependency Counselor*	15 / Level 4 / \$38,750.40	15 / Level 4 / \$38,750.40
<b>TNR</b>	414	School Crossing Guard Supv*	11 / Midpoint / \$24,271.10	11 / Midpoint / \$24,271.10
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
<b>HHS</b>	20068	Carpenter	14 / \$15.55	14 / \$15.55	02
<b>HHS</b>	20070	Carpenter	14 / \$17.00	14 / \$17.00	02
<b>HHS</b>	20075	Case Worker	15 / \$17.14	15 / \$17.14	02
<b>Records Mang &amp; Comm Resrc</b>	20006	Office Asst	8 / \$12.70	8 / \$12.70	02
<b>TNR</b>	50060	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
<b>TNR</b>	50089	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
<b>**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).</b>					



<b>TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Salary</b>	<b>Comments</b>
<b>County Clerk</b>	Slot 50059 / Office Asst / Grd 8 / \$10.71	<b>County Clerk</b>	Slot 50065 / Office Asst / Grd 8 / \$10.71	Lateral transfer.

<b>CAREER LADDERS – POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>Sheriff</b>	1582	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrcmt / Grd 74	\$48,506.02	\$52,590.72	Career Ladder. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>						

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>District Atty</b>	154	Attorney VI* / Grd 28	Attorney VII / Grd 29	\$97,547.87	\$102,425.26	Career Ladder. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>District Atty</b>	Slot 195 / Legal Secretary / Grd 15 / \$38,384.97	<b>District Atty</b>	Slot 170 / Legal Secretary / Grd 15 / \$38,384.97	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>JP Pct 3</b>	Slot 17 / Office Asst / Grd 8 / \$24,530.02	<b>JP Pct 3</b>	Slot 15 / Court Clerk I / Grd 13 / \$30,238.83	Promotion. Pay is at minimum of pay grade.
<b>* Actual vs Authorized</b>				



<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>JP Pct 5</b>	Slot 2 / Office Mgr Sr / Grd 21 / \$63,077.07	<b>JP Pct 5</b>	Slot 2 / Office Mgr Sr / Grd 21 / \$65,177.07	Salary adjustment. Pay is between min and midpoint of pay grade.
<b>Juvenile Probation</b>	Slot 98 / Juvenile Probation Ofcr I* / Grd 14 / \$33,323.16	<b>Juvenile Probation</b>	Slot 191 / Juvenile Probation Ofcr I* / Grd 14 / \$33,323.16	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 87 / Sergeant Corrections / Grd 88 / \$83,321.26	<b>Sheriff</b>	Slot 865 / Sergeant Corrections* / Grd 88 / \$83,321.26	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 865 / Sergeant Certf Peace Ofcr / Grd 88 / \$85,772.96	<b>Sheriff</b>	Slot 87 / Sergeant Certf Peace Ofcr* / Grd 88 / \$85,772.96	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 1207 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	<b>Sheriff</b>	Slot 649 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Sheriff</b>	Slot 1510 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	<b>Sheriff</b>	Slot 1207 / Corrections Ofcr Sr / Grd 83 / \$43,159.58	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.

**\* Actual vs Authorized**

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Tax Collector</b>	Slot 127 / Tax Spec I / Grd 12 / Part-time \$14,131.21	<b>Tax Collector</b>	Slot 71 / Tax Spec I / Grd 12 / Full-time \$28,262.42	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current rate of pay.
<b>* Actual vs Authorized</b>				

<b>AD HOC CLASSIFICATION CHANGES</b>							
		<b>Current</b>			<b>HRMD Recommends</b>		
<b>Dept.</b>	<b>Slot #</b>	<b>Auth Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>	<b>Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>
<b>PBO</b>	15	Financial Analyst Sr / 19010	E	19	Asst Investment Mgr / 20XXX*	E	20
<b>PBO</b>	16	Financial Analyst Sr / 19010	E	19	Asst Corporations Administrator / 19XXX*	E	19
<b>TNR</b>	54	Administrative Asst II / 13505	NE	13	Executive Asst / 16520	E	16
<b>Department requests in order to meet departmental needs. PBO has confirmed funding available.</b> <b>*New job classifications. See attached job descriptions, pages 7 – 11.</b>							

THIS SECTION LEFT BLANK INTENTIONALLY.



**SECTION B. NON-ROUTINE PERSONNEL ACTIONS**

<b>NON-ROUTINE – Salary Adjustments</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>JP Pct 5</b>	Slot 3 / Court Clerk II Sr / Grd 16 / \$52,947.27	<b>JP Pct 5</b>	Slot 3 / Court Clerk II Sr / Grd 16 / \$54,747.27	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>JP Pct 5</b>	Slot 7 / Court Clerk II Sr / Grd 16 / \$51,328.70	<b>JP Pct 5</b>	Slot 7 / Court Clerk II Sr / Grd 16 / \$53,128.70	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>JP Pct 5</b>	Slot 13 / Court Clerk I / Grd 13 / \$40,746.99	<b>JP Pct 5</b>	Slot 13 / Court Clerk I / Grd 13 / \$41,746.99	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>* Actual vs Authorized</b>				

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

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

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

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

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

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



# HRMD Human Resources Management

1010 Lavaca, 2<sup>nd</sup> Floor • P.O. Box 1748 • Austin, Texas 78701 • (512) 854-9165

## MEMORANDUM

DATE: August 26, 2011

TO: Members of the Commissioners Court

VIA: Leroy Nellis, Acting County Executive, Planning & Budget Office

FROM: Diane Blankenship, Director of Human Resources  
Todd Osburn, Compensation Manager

SUBJECT: Proposed New Job Classifications

HRMD recommends creation of two new job classifications as outlined below:

### Assistant Investment Manager

Under the direction of the Investment Manager and within the parameters of the Public Funds Investment Act (PFIA) and the Travis County Investment Policy, assists in managing investment portfolios with the primary objectives of fund security and providing sufficient liquidity to meet estimated financial obligations while maximizing investment income. Provides cash management services and assists in collateralization of deposits for numerous bank accounts. Oversees the day-to-day relationship with the County's repository bank and provides analysis of depository contract.

### Assistant Corporations Administrator

Under the direction of the Corporations Administrator, assists in the management of Travis County sponsored corporations; including Travis County Housing Finance Corporation, Travis County Health Facilities Development Corporation, Travis County Capital Industrial Development Corporation, and Travis County Cultural Education Facilities Finance Corporation. Assists in the management and implementation of affordable housing programs and related activities, such as issuance of private activity non-profit bonds for multifamily developers and health care providers in Travis County, issuance of single-family mortgage revenue bonds to assist low and moderate income families in the purchase of their first home, managing HOME programs, completing compliance audits of apartment complexes, and preparing agenda items to enable the Corporations Board to make decisions in a timely manner.

HRMD has worked with PBO and believes that the proper skill sets for these two support positions within the Corporations Division of PBO are not properly represented in the Senior Financial Analyst positions that now perform these functions. Separate job classifications are required to better outline the duties, requirements, knowledge, skills and abilities associated with these critical positions. Pending Commissioners Court approval of these two new classifications, HRMD will work with PBO to properly classify employees within these assigned roles.

Should you have questions, contact Diane Blankenship at ext. 4-9165 or Todd Osburn at ext. 4-2744.

# TRAVIS COUNTY JOB DESCRIPTION

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## JOB TITLE: Assistant Investment Manager

JOB CODE: 20XXX  
 PAY GRADE: 20

FLSA STATUS: Exempt  
 LAST REVISED: 09/06/11

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### JOB SUMMARY:

Under the direction of the Investment Manager and within the parameters of the Public Funds Investment Act (PFIA) and the Travis County Investment Policy, assists in managing investment portfolios with the primary objectives of fund security and providing sufficient liquidity to meet estimated financial obligations while maximizing investment income. Provides cash management services and assists in collateralization of deposits for numerous bank accounts. Oversees the day-to-day relationship with the County's repository bank and provides analysis of depository contract.

### DISTINGUISHING CHARACTERISTICS:

This is the first of two job classifications within the investment-related section within the Finance job family. Incumbent is differentiated from the Investment Manager classification by lower levels of experience, accountability, and responsibility. The Assistant Investment Manager, while responsible for many independent decisions, functions as a support position for the Investment Manager. This classification may require a flexible work schedule in order to meet the needs of the department.

### DUTIES AND RESPONSIBILITIES:

- Assists in the management of the daily cash management and investing of Travis County's investment portfolio as well as the cash and investment portfolio for the Central Health Board.
- Provides staff support generating required daily, weekly, quarterly and annual reports to the County and Central Health Board and updating other reports used in the management of the portfolios. Uses excel spreadsheets, investment software, graphs and written reports as needed.
- Assists with the annual Investment Policy reviews, coordinating the annual broker/dealer reviews, assisting with revenue estimates, researching companies for possible commercial paper purchases, and assisting with the annual audit.
- Prepares minutes and agenda requests for Cash/Investment Management Department and Central Health Board meetings.
- Prepares work papers for outside auditors.
- Assists in the preparation of annual budgets under the direction of the Investment Manager.
- Provides analysis of the bank depository contract for Travis County, including participation in the bid process. Manages the day-to-day relationship with the County's depository bank.
- Performs other job-related duties as assigned.

### MINIMUM REQUIREMENTS:

#### Education and Experience:

Bachelor's degree in Finance, Accounting or a directly related field AND three (3) to five (5) years of increasingly responsible professional level financial analysis or investment experience.

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education, experience, knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of the job.

#### **Licenses, Registrations, Certifications, or Special Requirements:**

Background check required.

#### **Preferred:**

Excellent Excel skills.

Fixed income investment experience.

8

# TRAVIS COUNTY JOB DESCRIPTION

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**JOB TITLE: Assistant Investment Manager**

**JOB CODE:** 20XXX  
**PAY GRADE:** 20

**FLSA STATUS:** Exempt  
**LAST REVISED:** 09/06/11

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**Knowledge, Skills, and Abilities:**

**Knowledge of:**

- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- Principles and practices of accounting, finance and fixed income securities markets.
- Securities allowed under the Texas Public Funds Investment Act (PFIA).
- Security options and their financial impact.
- Daily cash management process.
- Banking services.
- Investment reporting systems and standardized financial/accounting software.
- Administrative and related business principles.
- Computer equipment to include word processing, spreadsheets, databases, statistical packages, project scheduling and management, presentation/graphics and related software applications.
- Business letter writing, grammar and punctuation, and report preparation.

**Skill in:**

- Conducting financial analysis and interpretation of financial data.
- Interaction with Board members and elected officials.
- Developing short-range and long-range investment projections.
- Problem-solving and technical decision-making for developing effective solutions.
- Analyzing and evaluating data, policies and technical issues.
- Compiling reports.
- Both verbal and written communication, including public presentations.

**Ability to:**

- Coordinate, plan, and prioritize programs, projects and activities.
- Initiate and develop work-related projects and programs.
- Apply knowledge to data, policy, and process analysis.
- Plan and manage time to accurately complete required tasks and reports in a timely manner.
- Perform complex planning, research and analysis of potential investments and economic data.
- Reach sound conclusions and make recommendations.
- Manage time well and perform multiple tasks and organize diverse activities.
- Compile data and write clear and comprehensive reports.
- Maintain appropriate records.
- Establish and maintain effective working relationships with County employees and officials, other governmental entity staff, representatives of outside agencies and the general public.

**WORK ENVIRONMENT AND PHYSICAL DEMANDS:**

Physical requirements include the ability to lift/carry up to 5-20 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, sitting, walking, repetitive motion, reaching, occasional indoor/outdoor activities, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, and squatting to perform the essential functions.

**This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.**



# TRAVIS COUNTY JOB DESCRIPTION

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## JOB TITLE: Assistant Corporations Administrator

**JOB CODE:** 19XXX

**PAY GRADE:** 19

**FLSA STATUS:** Exempt

**LAST REVISED:** 09/06/11

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### JOB SUMMARY:

Under the direction of the Corporations Administrator, assists in the management of Travis County sponsored corporations; including Travis County Housing Finance Corporation, Travis County Health Facilities Development Corporation, Travis County Capital Industrial Development Corporation, and Travis County Cultural Education Facilities Finance Corporation. Assists in the management and implementation of affordable housing programs and related activities, such as issuance of private activity non-profit bonds for multifamily developers and health care providers in Travis County, issuance of single-family mortgage revenue bonds to assist low and moderate income families in the purchase of their first home, managing HOME programs, completing compliance audits of apartment complexes, and preparing agenda items to enable the Corporations Board to make decisions in a timely manner.

### DISTINGUISHING CHARACTERISTICS:

This is the first of two job classifications within the Corporations-related section within the Finance job family. Incumbent is differentiated from the Corporations Administrator classification by lower levels of experience, accountability, and responsibility. The Assistant Corporations Administrator, while responsible for many independent decisions, functions as a support position for the Corporations Administrator. This classification may require a flexible work schedule in order to meet the needs of the department.

### DUTIES AND RESPONSIBILITIES:

- Assists the Corporations Administrator in the issuance and management of private activity bonds programs. Assists the Corporations Administrator with interacting with the public, mortgage lenders, attorneys, developers, County officials, and others involved in the affordable housing and health care industries regarding the Travis County Housing Finance Corporation's and Travis County Health Facilities Development Corporation's programs.
- Provides staff support with the Corporations' attorney and financial advisor to recommend approval or disapproval of affordable housing and healthcare related bond programs.
- Assists with the preparation of grant applications for home-buyer assistance and tenant based rental assistance programs.
- Assists with the management of HOME grants to provide down payment assistance and rental assistance to low and moderate income citizens.
- Prepares reports for the Commissioners Court related to affordable housing issues.
- Prepares report findings and recommendations to the Boards of Directors of the Travis County Corporations on such issues as compliance and grant audits, proposed affordable housing initiatives, and annual budgets under the direction of the Corporations Administrator.
- Prepares minutes and agenda requests for the County Corporations Board.
- Prepares work papers for outside auditors.
- Prepares annual budgets under the direction of the Corporations Administrator.
- Serves as liaison with the Housing Authority of Travis County.
- Performs other job-related duties as assigned.

### MINIMUM REQUIREMENTS:

#### **Education and Experience:**

Bachelor's degree AND three (3) years increasingly responsible experience with affordable housing, strategic planning, research, HUD related grants, and other related activities.

OR

Any combination of education and experience that has been achieved and is equivalent to the stated education, experience, and required knowledge, skills and abilities sufficient to successfully perform the duties and responsibilities of the job.

# TRAVIS COUNTY JOB DESCRIPTION

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## JOB TITLE: Assistant Corporations Administrator

**JOB CODE:** 19XXX  
**PAY GRADE:** 19

**FLSA STATUS:** Exempt  
**LAST REVISED:** 09/06/11

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**Licenses, Registrations, Certifications, or Special Requirements:**  
 None required.

**Preferred:**  
 Excellent Excel and other computer skills.

**Knowledge, Skills, and Abilities:**

**Knowledge of:**

- Private activity and non-profit housing and health care bond programs.
- HOME programs – especially home-buyer assistance and tenant-based rental assistance programs.
- Policies and procedures of US Department of Housing and Urban Development (HUD) and Texas Department of Housing and Community Affairs (TDHCA).
- Policies and procedures of Community Development Block Grant programs.
- Local government codes authorizing housing finance corporations and health facilities development corporations.
- Budget preparation process.
- Sources of information, current literature and recent developments.
- Administrative and related business principles.
- Computer equipment to include word processing, spreadsheets, databases, statistical packages, project scheduling and management, presentation/graphics and related software applications.
- Business letter writing, grammar and punctuation, and report preparation.

**Skill in:**

- Advance planning.
- Preparing, implementing and reporting grants. Conducting compliance audits.
- Interacting with Boards.
- Collecting accounts receivable.
- Developing short-range and long-range affordable housing plans.
- Problem-solving and technical decision-making for developing effective solutions.
- Analyzing and evaluating data, policies and technical issues.
- Conducting financial analysis and interpretation of financial data.
- Compiling reports.
- Coordinating the work of others.
- Conducting interviews and group meetings.
- Both verbal and written communication.

**Ability to:**

- Coordinate, plan, and prioritize programs, projects and activities.
- Plan, assign, supervise, train and review the work of others.
- Initiate and develop projects and programs.
- Apply knowledge to data, policy, and process analysis.
- Perform complex planning, research and analysis.
- Reach sound conclusions and make recommendations.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Interpret and explain planning and program objectives to groups and the general public.
- Bring different viewpoints together into a balanced position.
- Compile data and write clear and comprehensive reports.
- Maintain appropriate records.
- Establish and maintain effective working relationships with department clientele, representatives of outside agencies, other County employees and officials, and the general public.

# TRAVIS COUNTY JOB DESCRIPTION

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**JOB TITLE: Assistant Corporations Administrator**

**JOB CODE:** 19XXX  
**PAY GRADE:** 19

**FLSA STATUS:** Exempt  
**LAST REVISED:** 09/06/11

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**WORK ENVIRONMENT AND PHYSICAL DEMANDS:**

Physical requirements include the ability to lift/carry up to 5-20 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, sitting, walking, climbing stairs, crawling, bending, stooping, crouching, kneeling, pushing, pulling, reaching, twisting, balancing, occasional indoor/outdoor activities, repetitive motion, client/customer contact, and squatting to perform the essential functions.

**This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.**



# HRMD

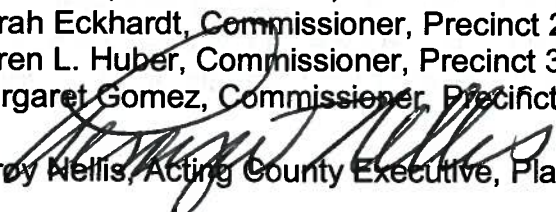
## Human Resources Management Department


1010 Lavaca Street, 2<sup>nd</sup> Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

### MEMORANDUM

**DATE:** August 26, 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, Acting County Executive, Planning & Budget Office

**FROM:** Diane Blankenship, Director of Human Resources 

**SUBJECT:** JP 5 Non-Routine Salary Adjustments, Slots 3, 7, 13

HRMD requests Commissioners Court to discuss and consider the following action.

#### **JP 5 Office's Request:**

JP 5 Office's requests approval to grant salary adjustments to two Court Clerk II Seniors (Slots #3 and #7) and one Court Clerk I (slot #13). Salary increases and percentage increases are as follows: Slot #3 (\$1,800, 3.40%), Slot #7 (\$1,800, 3.51%), Slot #13 (\$1,000, 2.45%). The specifics of the proposed actions are shown below:

<u>Slot #</u>	<u>Title</u>	<u>PG</u>	<u>From</u>	<u>To</u>
3	Court Clerk II Senior	16	\$52,947.27	\$54,747.27
7	Court Clerk II Senior	16	\$51,328.70	\$53,128.70
13	Court Clerk I	13	\$40,746.99	\$41,746.99

#### **Policy:**

Travis County Code §10.03002(b) states that existing employees may be moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.

**Issues:**

For all three requested salary adjustments, the increases would result in salaries that are greater than 10% above midpoint. However, all three employees are already at or above midpoint plus 10%.

**Recommendation:**

HRMD recommends approval of the proposed salary adjustments. In each case, the employee is already at or above midpoint plus 10%, the proposed increases are less than five percent, and the Planning and Budget Office has confirmed that sufficient funding is available. The requests are consistent with the intent of the specified policy.

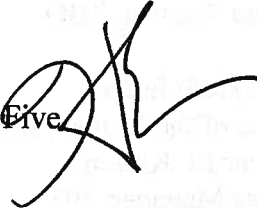
Employee Name	Current Salary	Proposed Salary	Percentage Increase
John Smith	\$45,000	\$47,250	5%
Jane Doe	\$50,000	\$52,500	5%
Bob Johnson	\$60,000	\$63,000	5%

DATE: August 17, 2011

11 AUG 19 AM 11:35  
PERSONNEL

TO: Cynthia Lam-Roldan  
HR Analyst, HRMD Compensation  
Diana Ramirez,  
Budget Analyst, PBO

FROM: Judge Herb Evans  
Justice of the Peace, Precinct Five  
Heather M. Kellum  
Officer Manager, JP5



SUBJECT: Slot #3 / Salary Adjustment

This request is for a salary adjustment for Slot #3 from \$52,947.27 to \$54,747.27 effective date of 09/16/11. This employee has more than met the challenge of additional duties and an increased workload that must be recognized with what salary savings we currently have available.

If any questions, please do not hesitate to contact us at 854-9048. Thanks for your assistance in the matter.

DATE: August 17, 2011

11 AUG 19 AM 11:35  
PERSONNEL

TO: Cynthia Lam-Roldan  
HR Analyst, HRMD Compensation  
Diana Ramirez,  
Budget Analyst, PBO

FROM: Judge Herb Evans  
Justice of the Peace, Precinct Five  
Heather M. Kellum  
Officer Manager, JP5



SUBJECT: Slot #7 / Salary Adjustment

This request is for a salary adjustment for Slot #7 from \$51,328.70 to \$53,128.70 effective date of 09/16/11. This employee has more than met the challenge of additional duties and an increased workload that must be recognized with what salary savings we currently have available.

If any questions, please do not hesitate to contact us at 854-9048. Thanks for your assistance in the matter.

DATE: August 17, 2011

11 AUG 19 11:25  
PERSONNEL

TO: Cynthia Lam-Roldan  
HR Analyst, HRMD Compensation  
Diana Ramirez,  
Budget Analyst, PBO

FROM: Judge Herb Evans  
Justice of the Peace, Precinct Five  
Heather M. Kellum  
Officer Manager, JP5

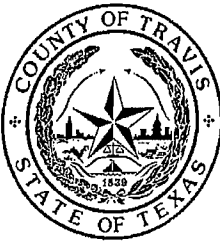


SUBJECT: Slot #13 / Salary Adjustment

This request is for a salary adjustment for Slot #13 from \$40,746.99 to \$41,746.99 effective date of 09/16/11. This employee has more than met the challenge of additional duties and an increased workload that must be recognized with what salary savings we currently have available.

If any questions, please do not hesitate to contact us at 854-9048. Thanks for your assistance in the matter.





## TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Sarah Scott/854-6885

**Elected/Appointed Official/Dept. Head:** Danny Hobby

**Commissioners Court Sponsor:** County Judge Samuel T. Biscoe

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION TO GRANT PERMISSION UNDER BUDGET RULE 12B TO LEANNE COURTNEY, TRAVIS COUNTY MEDICAL EXAMINER'S OFFICE FORENSIC NURSE, TO TRAVEL TO MONTREAL, CANADA, OCTOBER 18 – OCTOBER 22, 2011, TO ATTEND THE ANNUAL FORENSIC NURSING CONFERENCE.

### **BACKGROUND/SUMMARY OF REQUESTS AND ATTACHMENTS:**

Leanne Courtney, Travis County Medical Examiner's Office (TCMEO) Forensic Nurse, has attended the last four annual Forensic Nursing conferences as a representative of the TCMEO. The TCMEO has a strong Forensic Nursing program with Ms. Courtney at the helm. Not only does Ms. Courtney provide forensic nurse services for Travis County; she also supervises interns interested in the profession from the UT School of Nursing. The scientific program at the Forensic Nursing conference is very relevant to Ms. Courtney's duties at the TCMEO and her attendance at the conference is supported by Dr. David Dolinak, the Chief Medical Examiner.

### **STAFF RECOMMENDATIONS:**

The staff of the TCMEO and of ES recommends that Leanne Courtney be permitted to travel to Montreal, Canada, October 18 – October 22, 2011 to attend the annual Forensic Nursing conference.

### **ISSUES AND OPPORTUNITIES:**

Travel outside the continental United States requires approval by the Commissioners Court under Budget Rule 12B. However, the costs involved in the travel to the conference are comparable to the cost of travel to forensic conferences within the continental U.S. The approval of the travel represents an opportunity for Ms. Courtney to maintain continuity in professional training in a field that provides relatively few continuing education conferences of this caliber.

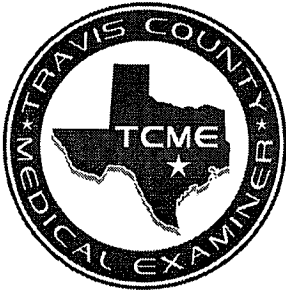
**FISCAL IMPACT AND SOURCE OF FUNDING:**

The total cost of the trip is \$2,717.25, including plane fare, parking, baggage fees, the conference registration fee, hotel costs, taxis and per diem. (Some leeway must be allowed for fluctuations in the currency rate.) The source of the funding is the TCMEO allocated travel and training funds.

**REQUIRED AUTHORIZATIONS:**

Katie Peterson Gipson, PBO, 854-9346

Kapp Schwebke, Auditor's Office, 854-6628



**TRAVIS COUNTY OFFICE  
OF THE MEDICAL EXAMINER**

1213 Sabine Street PO Box 1748 Austin, TX 78767  
Tel: (512) 854-9599 Fax: (512) 854-9044  
[www.co.travis.tx.us/medical\\_examiner](http://www.co.travis.tx.us/medical_examiner)

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

**SATISH CHUNDRU, DO**  
Diplomate of American Board of Pathology  
DEPUTY CHIEF MEDICAL EXAMINER

**KENDALL CROWNS, MD**  
Diplomate of American Board of Pathology  
DEPUTY MEDICAL EXAMINER

**LEISHA WOOD, MD**  
Diplomate of American Board of Pathology  
DEPUTY MEDICAL EXAMINER

**VICKIE WILLOUGHBY, DO**  
Diplomate of American Board of Pathology  
DEPUTY MEDICAL EXAMINER

**TO:** Travis County Commissioners Court

**THROUGH:** Danny Hobby, County Executive, Emergency Services

**FROM:** Sarah Scott  
Chief Administrative Officer  
Travis County Medical Examiner's Office

**DATE:** August 26, 2011

**IN RE:** Preapproval under Budget Rule 12B of County Business Travel to Montreal, Canada

---

This memorandum is in support of the application of Leanne Courtney, Forensic Nurse for the Travis County Medical Examiner's Office (TCMEO), to attend the Forensic Nursing conference held in Montreal, Canada, October 19 – 22, 2011. Budget Rule 12B requires preapproval of the Commissioners Court before travel to Alaska, Hawaii, or an international destination is undertaken.

The TCMEO has a particularly strong forensic nursing program. Leanne, in addition to her other work at the TCMEO, regularly supervises a number of students from the UT nursing program. The scientific program at this conference is very well thought out and relevant to Leanne's work. Leanne, who is a member of the International Association of Forensic Nurses, has gone to the past four Forensic Nursing conferences as an employee and representative of the

TCMEO. Dr. Dolinak, the Chief Medical Examiner, supports Leanne's desire to attend this particular conference in Montreal.

The total cost of the trip is \$2,717.25, including plane fare, parking, baggage fees, the conference registration fee, hotel costs, taxis and per diem. (Some leeway must be allowed for fluctuations in the currency rate.) The source of the funding is the TCMEO allocated travel and training funds. These fees are in line with fees regularly charged in the United States for forensic conferences.

Therefore, the TCMEO respectfully requests the Commissioners Court to grant permission under Budget Rule 12B for Leanne Courtney to attend the Forensic Nursing conference October 19 – 22, 2011 in Montreal, Canada.



# FORENSIC NURSING IN THE 21st CENTURY

October 19-22, 2011

Hyatt Regency Montreal Hotel  
Montreal, Québec, Canada



# FORENSIC NURSING

## IN THE 21st CENTURY

October 19-22, 2011 • Hyatt Regency Montreal Hotel • Québec, Canada

### PURPOSE & OBJECTIVES of the 19th Annual Scientific Assembly

**THE PURPOSE** of the 19th Annual Scientific Assembly is to put state-of-the-art science into action and create best practices for forensic nursing across the world and across the lifespan.

- Objective 1:** Apply knowledge of forensic nursing care across the lifespan.
- Objective 2:** Identify resources for supporting forensic nursing care across the lifespan.
- Objective 3:** Recognize sources of knowledge for evidence-based practice.
- Objective 4:** Compare and contrast innovative forensic nursing practice skills and strategies.
- Objective 5:** Support the advancement of global forensic nursing practices.



Dear Colleagues:

It is my pleasure to invite you to join me and our colleagues from around the world at the 19th Annual Scientific Assembly in Montreal, Québec, Canada. This year we are proud to feature more than 75 **scientific sessions** that demonstrate the depth, breadth, and reach of forensic nursing across the globe. Cutting-edge information with direct applicability to forensic nursing practice will be the hallmark of the Assembly. Come to Montreal to learn, share, and network with the greatest minds in forensic nursing science.

This year's Assembly's theme is "Forensic Nursing in the 21st Century." What a timely topic in light of the rapid advances in the fields of nursing research and practice, technology, and forensic science. We, as forensic nurses, are on the frontline – applying the latest concepts in both prevention and treatment to meet the complex health care needs of our clients and our communities. Let's join together during the 19th Annual Scientific Assembly to rejoice in recognizing how far we have come while remaining focused on the amazing opportunities we have in this new millennium to continue growing, learning, and impacting the world.

Montreal promises to be a wonderful and exciting host city! Come join me as we discuss and debate ways to improve the health care outcomes of the people we serve.

Don't miss this incredible opportunity. I look forward to seeing you in **Montreal, Québec, October 19-22, 2011!**

Eileen Allen  
President, IAFN



### CONTACT INFORMATION

#### IAFN STAFF

- Carey Goryl, Chief Executive Officer
- Carol Dunn, Meetings/Events Planner
- Kim Day, SAFE TA Coordinator
- Stacy Robertson, Administrative Specialist
- Marcia Tomaselli, Education Coordinator
- Jennifer Pierce-Weeks, Project Director

#### IAFN HOME OFFICE

1517 Ritchie Highway, Suite 208  
Arnold, MD 21012  
+1-410-626-7805 / FAX +1-410-626-7804  
info@iafn.org / www.iafn.org

## Keynote Addresses

**Wednesday, October 19 – 8:30 a.m.**

### Keynote Address



#### Presenter:

Dorothy J. Edwards, PhD  
Dr. Dorothy J. Edwards, author of the Green Dot Violence Prevention Strategy, holds a PhD in Counseling Psychology

from Texas Woman's University. Dr. Edwards is the Executive Director of Green Dot, et cetera, a center dedicated to effective intervention and prevention of power-based personal violence. With a specialty in primary prevention, she provides training and consultation in the areas of power-based personal violence, organizational capacity building, program implementation, strategic planning, and community mobilization. Dr. Edwards is currently working with government entities, state coalitions, military, non-profits, community organizations, high schools, and colleges from around the globe. Following her keynote address, Dr. Edwards will present a special 60-minute session.

**Thursday, October 20 – 8:00 a.m.**

### Keynote Address:

*Extinguishing the Mystery of Inflicted Burns*



#### Presenter:

Phylip J. Peltier  
Currently retired after more than 29 years of Law Enforcement Service, Phylip Peltier spent much of his time investigating child

abuse. Mr. Peltier developed the Immersion Burn Worksheet, now recommended and published by the United State Department of Justice and distributed to law enforcement agencies both nationally and internationally.

An instructor in the investigation of child abuse as well as suspicious burn injuries since 1981, Mr. Peltier is continuing to research the area of burn injuries and is currently teaching, consulting, investigating, and giving expert testimony cases in the United States and many international locations. Following this keynote, Mr. Peltier will present two special 60-minute workshops titled "Suspicious Burn Injuries, Determining Cause."

**Friday, October 21 – 8:00 a.m.**

### Keynote Address:

*Context Matters: Trajectories of Violence in the Lives of Girls*



#### Presenter:

Helene Berman, RN, PhD

Professor in the School of Nursing at the University of Western Ontario and Research Scholar, Centre for Research and Education on Violence against Women and Children, Dr. Berman is the Principal Investigator of two national studies concerning violence in the lives of girls and young women, with particular attention to the subtle and explicit forms of violence in their lives, and the intersections of gender, race, class, sexual orientation, and ability.

Dr. Berman is the author of "In the Best Interests of the Girl Child" and a forthcoming book, "Gender and Beyond: An Intersectional Analysis of Violence in the Lives of Girls".

Following her keynote address, Dr. Berman will present a special 60-minute session, "Rethinking Relationships in a Research Context: Creating Safe Spaces for Knowledge, Action, and Change."



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Lori Clyde/854-4205

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No. 23 to Contract No. MA960322, Easy Access, Inc., for Tax Office Computer System.**

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 modification consists of two parts. 1) In 2010, the Voter Registration Department of the Tax Office purchased a scanner with software residing on a standalone PC to scan documents to be updated to the EZ Vote voter registration system, which is part of the Tax Office computer system. In anticipation for a large increase in workload in the upcoming 2012 Presidential Primary election, the department has purchased an additional scanner and recommends modifying the contract to have Easy Access install and reconfigure the software to a server to control both scanners. The cost for this portion of the modification will not exceed \$5,800.00.

2) The County Clerk's Office has also purchased a new AS400 for Early Voting and Election Day voter database replication. The department recommends modifying the contract to have Easy Access provide the professional services related to the installation and configuration of the new server. The cost of this portion will not exceed \$7,000.00.

Ø **Contract Expenditures:** Within the last 12 months \$149,777.03 has been spent against this contract.

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

Ø **Contract Modification Information:**

Modification Amount: \$12,800.00 (NTE)  
Modification Type: Additional services  
Modification Period: Beginning September 6, 2011

Ø **Funding Information:**

- Purchase Requisition in H.T.E.: 537180 and 538095
- Funding Account(s): 018-0870-518-6099, 056-2021-532-6099, 056-2021-532-6503
- Comments:

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.





**TRAVIS COUNTY TAX ASSESSOR-COLLECTOR**  
**VOTER REGISTRATION DIVISION**

5501 Airport Blvd. PO Box 1748 Austin, TX 78767-1748 Tel: (512) 854-9473 Fax: 854-4840  
www.traviscountytax.org

**MEMORANDUM**

August 22, 2011

To: Lori Clyde, Purchasing

From: Dee Lopez, Tax Office Voter Registration Division *dl*

Re: EZ Access Quote to Install Kofax software – Requisition #537180

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As requested, this memo serves to provide information regarding the EZ Access Quote to Install Kofax software license to a County server and is an Open Market Requisition.

We currently have a Kofax scanner with its software license residing on a stand alone PC. This Quote is to 1) install the current Kofax software license to a server to drive a second scanner, and 2) Reconfigure the current and new workstations to operate with the server, and 3) fund travel expenses.

Scanned documents are retrieved by Content Manager application software and the resulting data is updated to the EZ Vote voter registration system. It is extremely important to maintain the existing workflow process to capture documents in a secure environment, and import the resulting voter data timely and successfully.

Our Division is preparing for a large increase in workload in the upcoming 2012 Presidential Primary election. It is our hope that the second scanner is fully operational with the current workflow requirements by the end of FY 2011.

Please feel free to contact me at 4-9203 for additional information.



**Dana DeBeauvoir**  
Travis County Clerk

PO Box 149325, Austin TX 78714-9325  
Phone: (512) 854-9188 Fax: (512) 854-3942  
<http://www.co.travis.tx.us>

**Recording, Elections, Computer Resources,  
Accounting, and Administration Divisions**  
5501 Airport Boulevard, Austin, Texas 78751-1410

**Misdemeanor Records, Civil/Probate,  
and Records Management Divisions**  
1000 Guadalupe, Austin, Texas 78701-2328

RECEIVED  
TRAVIS COUNTY  
AUG 24 PM 2:37  
PURCHASING  
OFFICE

**MEMORANDUM**

**TO:** Cyd Grimes, CPM  
County Purchasing Agent

**FROM:** Dana Debeauvoir  
County Clerk

**DATE:** August 17, 2011

**SUBJECT: Purchase of Professional Services related to installation and configuration of AS400 DB2 replication for Election EV and ED laptops**

---

Please reference attached quote. We recommend that Vendor EZAccess be approved to provide professional services related to new installation of AS400 for EV and ED voter database replication. Current application utilized is from same Company. The account number to use is 056-2021-532-6099 – Elections. The following County Clerk Division Managers will be involved with this vendor: Gail Fisher and Bob Trautman.

If you have any questions or need additional information please contact Denise Bell at 854-3997.

Thank you for your assistance.

PURCHASE REQUISITION NBR: 0000537180

REQUISITION BY: K PFERTNER 49704

STATUS: READY FOR BUYER PROCESS  
 REASON: OPEN MARKET ATTN LORI CLYDE

DATE: 8/08/11

SHIP TO LOCATION: TAX ASSESSOR/COLLECTOR

SUGGESTED VENDOR:

DELIVER BY DATE: 8/23/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	KOFAX SET UP AND INSTALLATION COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	32.00	EA	150.0000	4800.00	
2	TRAVEL & PER DIEM EXPENSES COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	1000.00	EA	1.0000	1000.00	
REQUISITION TOTAL:					5800.00	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01808705186099	OTHER PURCHASED SERVICES	100.00	4800.00
2	01808705186099	OTHER PURCHASED SERVICES	100.00	1000.00
				5800.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

PLEASE ADD TRAVEL EXPENSES TO THE REQUEST.

GM200I13

TRAVIS COUNTY

8/24/11

Fiscal Year 2011

Account Balance Inquiry

18:50:14

Account number . . . . : 18-0870-518.60-99  
Fund . . . . . : 018 VOTER REGISTRATION FUND  
Department . . . . . : 08 TAX COLLECTOR  
Division . . . . . : 70 VOTER REGISTRATION  
Activity basic . . . . : 51 GENERAL GOVERNMENT  
Sub activity . . . . . : 8 TAX COLLECTOR  
Element . . . . . : 60 OTHER PURCHASED SERVICES  
Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . : 2,000  
Revised budget . . . . . : 10,490 08/10/2011  
Actual expenditures - current . . . : .00  
Actual expenditures - ytd . . . . : 3,600.00-  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 7,600.00  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 5,800.00  
Total expenditures & encumbrances: 9,800.00 93.4%  
Unencumbered balance . . . . . : 690.00 6.6

F5=Encumbrances F7=Project data F8=Misc inquiry  
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

PURCHASE REQUISITION NBR: 0000538095

REQUISITION BY: DENISE/43997

STATUS: READY FOR BUYER PROCESS  
REASON: EZ VOTE/ELECTIONS

DATE: 8/19/11

SHIP TO LOCATION: COUNTY CLERK AIRPORT ADM

SUGGESTED VENDOR: 55014 EZ ACCESS

DELIVER BY DATE: 8/19/11

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1	INSTALLATION SERVICES FOR EZ VOTE COMMODITY: MISCELLANEOUS SERVICES SUBCOMMOD: INSTALLATION SERVICES	1.00	JOB	6000.0000	6000.00
2	TRAVEL EXPENSES FOR VENDOR COMMODITY: PROFESSIONAL DEVELOPEMENT SUBCOMMOD: CONTRACTOR TRAVEL/LIVING	1000.00	DOL	1.0000	1000.00

REQUISITION TOTAL: 7000.00

A C C O U N T I N F O R M A T I O N

---

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	05620215326099	OTHER PURCHASED SERVICES PSPEC	100.00	6000.00
2	05620215326503	OTHER PURCHASED SERVICES PROFESSIONAL DEVELOPMENT TRAVEL, MEALS, LODGING	10% ALLOCATION FUNDS PSPEC 10% ALLOCATION FUNDS	1000.00
				7000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

QUOTE 2682

GM200I13

TRAVIS COUNTY

8/24/11

Fiscal Year 2011

Account Balance Inquiry

18:50:40

Account number . . . : 56-2021-532.60-99  
Fund . . . . . : 056 ELECTIONS CONTRACT FUND  
Department . . . . . : 20 COUNTY CLERK  
Division . . . . . : 21 ELECTIONS 10% ADMIN FEE  
Activity basic . . . . . : 53 GENERAL GOVERNMENT  
Sub activity . . . . . : 2 COUNTY CLERK  
Element . . . . . : 60 OTHER PURCHASED SERVICES  
Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . : 0  
Revised budget . . . . . : 5,000 08/19/2011  
Actual expenditures - current . . . : .00  
Actual expenditures - ytd . . . : 18,549.65-  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : 17,500.00  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 6,000.00  
Total expenditures & encumbrances: 4,950.35 99.0%  
Unencumbered balance . . . . . : 49.65 1.0

**F5=Encumbrances**      **F7=Project data**      **F8=Misc inquiry**  
**F10=Detail trans**    **F11=Acct activity list**    **F12=Cancel**            **F24=More keys**



GM200I13

TRAVIS COUNTY

8/24/11  
18:50:44

Fiscal Year 2011

Account Balance Inquiry

Account number . . . . :	56-2021-532.65-03
Fund . . . . . :	056 ELECTIONS CONTRACT FUND
Department . . . . . :	20 COUNTY CLERK
Division . . . . . :	21 ELECTIONS 10% ADMIN FEE
Activity basic . . . . :	53 GENERAL GOVERNMENT
Sub activity . . . . . :	2 COUNTY CLERK
Element . . . . . :	65 PROFESSIONAL DEVELOPMENT
Object . . . . . :	03 TRAVEL, MEALS, LODGING

Original budget . . . . . :	0	
Revised budget . . . . . :	34,281	07/27/2011
Actual expenditures - current . . . . . :	3,020.50	
Actual expenditures - ytd . . . . . :	24,279.84	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	2,778.05	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	1,000.00	
Total expenditures & encumbrances:	31,078.39	90.7%
Unencumbered balance . . . . . :	3,202.61	9.3

<b>F5=Encumbrances</b>	<b>F7=Project data</b>	<b>F8=Misc inquiry</b>
<b>F10=Detail trans</b>	<b>F11=Acct activity list</b>	<b>F12=Cancel</b>
		<b>F24=More keys</b>

**MODIFICATION OF CONTRACT NUMBER: MA960322 – Tax Office Computer System PAGE 1 OF 3 PAGES**

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>August 17, 2011</b>
ISSUED TO: <b>Easy Access, Inc. 4200–A N Bicentennial Dr. McAllen, Texas 78504 (956) 682-3466 (v) (956) 682-0906 (f)</b>	MODIFICATION NO.:  <b>23</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  December 13, 1994
ORIGINAL CONTRACT TERM DATES: <u>February 28, 2003–February 29, 2004</u> CURRENT CONTRACT TERM DATES: <u>March 1, 2011– February 28, 2012</u>		

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$ 288,850.00 Current Modified Amount \$ 881,154.24**DESCRIPTION OF CHANGES:** Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above mentioned contract is hereby modified as follows:

- 1) Kofax Ascent Capture Server Installation and Set Up at the Voter Registration Department 32 hours at \$150.00/hour for a total of \$4,800.00, plus estimated travel and per Diem expenses of \$1,000.00 per the attached Quote # 2680. All travel and per Diem expenses must be incurred and paid in accordance with the County's Travel Policy.
- 2) Install and configure EZ-VOTE and EZ-VIP on new server 1 each at \$6,000.00 plus estimated travel and per Diem expenses of \$1,000.00 per the attached Quote # 2682. All travel and per Diem expenses must be incurred and paid in accordance with the County's Travel Policy.

The total cost of this modification is estimated at \$12,800.00.

**Note to Vendor:**

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

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



# EZAccess

4200-A N Bicentennial Dr  
McAllen, Texas 78504  
Phone: (956) 682-3466 :- Fax: (956) 682-0906

**Quote Number:**

2680

**Quotation Date:**

07/29/2011

**Client:**

Travis County  
Voter Registration  
5501 Airport Blvd  
Austin TX 78751-1410  
Attn: Ms Dolores Lopez

**Ship To:**

Travis County Voter Registration  
5501 Airport Blvd  
Austin TX 78751-1410  
Attn: Ms Dolores Lopez

This quotation is valid for a period of thirty (30) days unless modified in writing by Easy Access Inc.

ITEM	QTY	MODEL NUMBER	DESCRIPTION	\$ UNIT PRICE	EXTENDED \$ AMOUNT
<b>Scanning Server</b>					
1.	32 Hours	Install	Kofax Ascent Capture Server Installation & Set Up at the Voter Registration Department * Install & Set Up Kofax Software on County Server for licensing * Reconfigure existing stand-alone scanning workstation to operate with server * Install & Set Up one (1) additional scanning workstation in Voter Registration Department	150.00	\$4,800.00
2.	1	Travel	Travel & Per Diem Expenses	1,000.00	1,000.00

Delivery dates will be confirmed upon acceptance of this quotation.

<b>Sub Total</b>	\$5,800.00
<b>Sales Tax</b>	Not Applicable
<b>Installation</b>	Not Applicable
<b>Freight</b>	Not Applicable
<b>Insurance</b>	Not Applicable
<b>Gross Amount</b>	\$5,800.00

**Special Instructions:**

**Easy Access Inc:**

Authorized Signature:     *J W Mangum*    

Typed Name: Mr Jason W Mangum/ss Title: IT Director Date: 07/29/2011

As an authorized agent, I accept the items above and the General Terms & Conditions attached hereto or incorporated herein and hereby acknowledged.

**Authorized Client Signature:** \_\_\_\_\_

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

# EZAccess

4200-A N Bicentennial Dr  
McAllen, Texas 78504  
Phone: (956) 682-3466 :- Fax: (956) 682-0906

**Quote Number:**

2682

**Quotation Date:**

08/16/2011

**Client:**

Travis County Clerks Office  
ITS Division Manager  
5501 Airport Blvd  
Austin TX 78751-1410  
Attn: Mr Bob Trautman  
Phone: 512:854-4725

**Ship To:**

Travis County Voter Registration  
5501 Airport Blvd  
Austin TX 78751-1410

This quotation is valid for a period of thirty (30) days unless modified in writing by Easy Access Inc.

ITEM	QTY	MODEL NUMBER	DESCRIPTION	\$ UNIT PRICE	EXTENDED \$ AMOUNT
<b>Elections Server</b>					
1.	1	Installation Services	Install & Configure EZ-VOTE Configure Data Propagator Load Test Files from TravTax Verify configuration for Data Propagator, EZ-VOTE & EZ-VIP	6,000.00	\$6,000.00
2.	1	Travel	Travel & Per Diem Expenses	1,000.00	1,000.00

Delivery dates will be confirmed upon acceptance of this quotation.

<b>Sub Total</b>	\$7,000.00
<b>Sales Tax</b>	Not Applicable
<b>Installation</b>	Not Applicable
<b>Freight</b>	Not Applicable
<b>Insurance</b>	Not Applicable
<b>Gross Amount</b>	\$7,000.00

**Special Instructions:**

**Easy Access Inc:**

Authorized Signature: William C Hamer

Typed Name: Mr William C Hamer/ss

Title: CEO

Date: 08/16/2011

As an authorized agent, I accept the items above and the General Terms & Conditions attached hereto or incorporated herein and hereby acknowledged.

**Authorized Client Signature:** \_\_\_\_\_

Typed Name:

Title:

Date:



# Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 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 list of Auto-Renewal Interlocal Agreements (93 Total) and Contracts (211 Total) for various 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.

Attached for Commissioners Court approval (Attachment A) is a list of agreements and contracts containing provisions for renewal for the period of October 1, 2011 through September 30, 2012. No modifications are needed. The renewals are automatic, unilateral, and may be renewed at the discretion of Travis County for successive one-year periods under the same prices, terms, and conditions as the original contract. Purchasing has asked departments to validate their list of contracts. Adjustments were made as necessary.

Attachment A is organized by department.

APPROVE ( ) DISAPPROVE ( )

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Date

Ø **Contract-Related Information: See Attachment A**

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

## ATTACHMENT A

## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
1	PS970133LB	CHAPMAN, CAROLINE	COURT REPORTER - CHAPMAN	Civil Courts	\$0.00	
2	PS090055VR	ALCOHOLIC REHABILITATION CENTR	RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES	Community Supervision and Corrections		3749581-6035
3	PS090263VR	LOUIS GARZA, DIANA LPC LMFT	PROFESSIONAL VISITATION SERVICES	Community Supervision and Corrections	\$5,300.00	
4	PS970184LH	MC FARLEY, KEVIN M	JC PSYCHOLOGIST - MCFARLEY	Constable Prt 1		
5	PS010053LB	JUDY A COUGHENOUR AND ASSOCIAT	COURT REPORTING SERVICES F/COUNTY ATTORNEY	COUNTY ATTY		5251140522-4711
6	PS020006LB	BARRINGER LEGAL COPIES INC	LITIGATION SUPPORT SVCS- DOCUMENT/VIDEO DUPLICATION	COUNTY ATTY		5251140522-4712
7	PS050202ML	DISPUTE RESOLUTION CENTER	MEDIATION, ARBITRATION, CONCILIATION FOR DIST JUDG	COUNTY ATTY		163600554-4099
8	PS080136ML	HOLLAND & KNIGHT	LEGAL SERVICES FOR 800MHZ RECONFIGURATION SVCS	COUNTY ATTY		
9	PS080312ML	AM ENVIRONMENTAL	EXPERT WITNESS FOR CONSULTING SERVICES	COUNTY ATTY		149856216308
10	PS080314ML	LOWERRE AND FREDERICK	EXPERT WITNESS FOR LANDFILL LITIGATION	COUNTY ATTY		149856216308
11	PS970315ML	VINSON AND ELKINS LLP	BOND COUNSEL & MOD 1,2,3,4,5, &6	COUNTY ATTY		5251140522-4707
12	PS990113LB	SHEPHERD, ROBB	ROBB SHEPHERD, AD LITEM TAX NTE \$25K PER K PERIOD	COUNTY ATTY		10830518-4012
13	IL100094ML	TRAVIS COUNTY HEALTH DISTRICT	PURCHASING AGREEMENT	Court	revenue	

## ATTACHMENT A

## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
14	PS100067DW	DAVID LANDERS	PSYCHOLOGICAL SERVICES	CRIMINAL COURT		
15	IL020072VR	MENTAL HEALTH MENTAL RETARDATI	DUAL DIAGNOSIS DRUG COUNSELING SERVICES	Criminal Courts		
16	IL060216JT	MENTAL HEALTH MENTAL RETARDATI	INTENSIVE OUTPATIENT TREATMENT SERVICES	Criminal Courts		
17	IL060352JT	MENTAL HEALTH MENTAL RETARDATI	Project Recovery	Criminal Courts	\$26,000.00	
18	IL090054VR	AUSTIN TRAVIS CO MHMR CENTER	SUBSTANCE ABUSE TREATMENT SERVICES	Criminal Courts		
19	PS090013VR	SCOTT, HAROLD D	PSYCHOLOGICAL & PSYCHIATRIC SERVICES	Criminal Courts		14985621-6308
20	PS050011JW	DCCI	TREATMENT AND RELAPSE PREVENTION SERVICES	Criminal Courts/Dist attorney		
21	PS070168VR	SOUTH AUSTIN MARKET PLACE	POST-RELEASE TRANSITIONAL HOUSING	Criminal Justice		
22	PS100041DW	COUNCIL ON AT RISK YOUTH	YOUTH DEVELOPMENT	Criminal Justice	\$74,997.00	001-5500-557-6290
23	PS100126DW	SOUTHERN CORRECTIONS	TEMPORARY EMERGENCY HOUSING	Criminal Justice	\$26,409.00	001-5500-557-6024
24	PS100196DW	BURKES SUPERVISED LIVING	TEMPORARY EMERGENCY HOUSING	Criminal Justice	\$18,200.00	001-5500-557-6024
25	PS100197DW	A NEW ENTRY	TEMPORARY EMERGENCY HOUSING	Criminal Justice	\$23,520.00	001-5500-557-6024
26	CP080097ML	BURKES SUPERVISED LIVING	CSCD Temporary Housing	CSCD	\$46,765.00	001-5500-557-6024
27	PS070217ML	BURROWS, MAUREEN S MD MPH	PSYCHIATRIST SERVICES MAUREEN BURROWS	DISTRICT ATTY		194865466315
28	PS090162ML	ORCHID CELLMARK	DNA CONSULTING/ANALYSIS SERVICES	DISTRICT ATTY		194965466325
29	PS100145ML	MITOTYPING TECHNOLOGIES	MITOCHONDRIAL DNA ANALYSIS	DISTRICT ATTY		19496546-6322
30	PS970041LB	PARKER, GEORGE V PH D	FORENSIC PSYCHOLOGIST - G. PARKER	DISTRICT ATTY		19496546-6315

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## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
31	PS990095LH	CENTER FOR CHILD PROTECTION	CHILDREN'S ADVOCACY CENTER - DA'S OFFICE	DISTRICT ATTY		13705561-4016
32	PS080228RE	DAUGHTERS OF CHARITY HEALTH	UNCROSSMATCHED BLOOD PRODUCT SERVICES	EMS		No funds
33	IL000065EF	CAPITAL AREA RURAL TRANSPORT	RURAL TRANSPORTATION SERVICES - CARTS	HHS	\$130,755.12	001-5850-611-6251
34	PS010151LB	CAPITAL AREA FOOD BANK OF	CAFB - WEST RURAL CENTER	HHS	\$77,970.04	001-5854-611-6262
35	PS010152LB	CAPITAL AREA FOOD BANK OF	CAFB - NORTH RURAL CENTER	HHS	\$15,450.18	001-5854-611-6262
36	PS010153LB	CAPITAL AREA FOOD BANK OF	CAFB - NORTHWEST RURAL CENTER	HHS	\$5,521.50	001-5854-611-6262
37	PS010154LB	CAPITAL AREA FOOD BANK OF	CAFB - EAST RURAL CENTER	HHS	\$4,420.40	001-5854-611-6262
38	PS010155LB	CAPITAL AREA FOOD BANK OF	CAFB - POST ROAD SERVICE CENTER	HHS	\$13,922.07	001-5854-611-6262
39	PS010156LB	CAPITAL AREA FOOD BANK OF	CAFB - PALM SQUARE SERVICE CENTER	HHS	\$11,940.36	001-5854-611-6262
40	PS010157LB	CAPITAL AREA FOOD BANK OF	CAFB - SOUTH RURAL CENTER	HHS	\$4,806.65	001-5854-611-6262
41	IL000104MQ	TEXAS AGRILIFE EXTENSION SERVI	COUNTY DEMONSTRATION WORK IN TRAVIS COUNTY	HHS	\$134,633.82	11800613-4099
42	IL000197MQ	CALDWELL TRAVIS SOIL AND WATER	CALDWELL-TRAVIS SOIL & WATER CONSERVATION	HHS	\$850.00	11800613-7004
43	IL040243RE	AUSTIN INDEPENDENT SCHOOL DIST	AFTER SCHOOL CARE SERVICES AISD	HHS	\$544,800.00	15867611-6290
44	IL040256RE	CITY OF AUSTIN	DEAF INTERPRETING SERVICES-REVENUE	HHS	REVENUE	REVENUE
45	IL060026RE	PRAIRIE VIEW A & M UNIVERSITY	COUNTY DEMONSTRATION WORK NTE \$10,000	HHS	\$1,446.41	11800613-4099
46	IL070037RE	AUSTIN TRAVIS COUNTY MHMR	MSO SERVICES YOUTH AND FAMILY ASSESSMENT CENTER	HHS	\$265,000.00	001-5854-611-6262

## ATTACHMENT A

## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
47	IL070268RE	TRAVIS CO SVS FOR THE DEAF	INTERPRETING SERVICE REVENUE	HHS	REVENUE	REVENUE
48	IL990020TS	AUSTIN TRAVIS COUNTY HEALTH	RYAN WHITE CARE ACT INTERLOCAL, ADMIN. NO FUNDS	HHS		NO FUNDS
49	PS000160MQ	WILKE CLAY FISH FUNERAL HOME	INDIGENT BURIAL SERVICES	HHS	\$850.00	15854611-6017
50	PS000161MQ	AUSTIN PEEL AND SON FUNERAL HO	INDIGENT BURIAL SVCS/AUSTIN-PEEL & SON F.H./HHS	HHS	\$18,850.00	15854611-6017
51	PS000162MQ	NEW FOREST OAKS INC	INDIGENT BURIAL SVCS/COOK-WALDEN FOREST OAKS/HHS	HHS	\$8,800.00	15854611-6017
52	PS000163MQ	COOK WALDEN FUNERAL HOME INC	FUNERAL SERVICES	HHS	\$16,450.00	15854611-6017
53	PS000164MQ	AUSTIN JONES FUNERAL HOME	INDIGENT BURIAL SVCS/AUSTIN-JONES FUNERAL HOME/HHS	HHS	\$0.00	15854611-6017
54	PS000165MQ	FULLER SHEFFIELD FUNERAL SERVI	INDIGENT BURIAL SVCS/FULLER-SHEFFIELD/HHS	HHS	\$13,150.00	15854611-6017
55	PS000166MQ	HARRELL FUNERAL HOME LTD	INDIGENT BURIAL SVCS/HARRELL FUNERAL HOME/HHS	HHS	\$4,250.00	15854611-6017
56	PS000167MQ	KING TEARS MORTUARY INC	INDIGENT BURIAL SVCS/KING TEARS MORTUARY/HHS	HHS	\$22,350.00	15854611-6017
57	PS000168MQ	MISSION FUNERAL HOME	INDIGENT BURIAL SVCS/MISSION FUNERAL HOME/HHS	HHS	\$0.00	15854611-6017
58	PS000170MQ	RESTHAVEN MORTUARY	INDIGENT BURIAL SVCS/RESTHAVEN MORTUARY/HHS	HHS	\$0.00	15854611-6017
59	PS000171MQ	WEED CORLEY FISH FUNERAL HOME	INDIGENT BURIAL SVCS/WEED-CORLEY-FISH F.H./HHS	HHS	\$12,300.00	15854611-6017

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## 2012 Auto Renewals

	Contract.#	Vendor	Description	Department	Expenditures	Funding Acct.
60	PS040022EF	LANGUAGE LINE	LANGUAGE LINES INTERPRETER SERVICES MULTI-LANGUAGE	HHS	\$5,175.48	001-5854-611-6018
61	PS090194RE	TRAVIS COUNTY HOSPITAL DISTRICT	INTERPRETING SERVICE REVENUE	HHS	REVENUE	REVENUE
62	PS990110EF	COMMUNICATION SVC FOR THE DEAF	DEAF INTERPRETING SERVICES	HHS	\$2,016.88	001-5861-611-6018
63	PS090266VR	NEURO INSTITUTE OF AUSTIN L.P.	RESIDENTIAL TREATMENT SERVICES	HHS		
64	PS100224DW	Meridall Achievement Center	Residential Treatment	HHS	\$0.00	
65	IL000258KW	AUSTIN TRAVIS COUNTY MHMR	PSYCHIATRIC EVALUATION/CONSULTATI ON SVCS-MHMR-JPD	Juvenile Probation	\$0.00	001-4514-593-6024
66	IL010019VR	AUSTIN TRAVIS COUNTY MHMR	CHILDRENS PARTNERSHIP SERVICES	Juvenile Probation	\$69,984.00	001-4514-593-6024
67	IL080007VR	HAYS COUNTY TREASURER	RESIDENTIAL TREATMENT SERVICES (HAYS COUNTY)	Juvenile Probation	\$186,664.00	001-4530-593- 6205/ various grant accounts
68	IL080039VR	VICTORIA REGIONAL JUVENILE JUS	RESIDENTIAL TREATMENT SERVICES (VICTORIA COUNTY)	Juvenile Probation	\$16,345.00	001-4530-593- 6205/ various grant accounts
69	IL090060VR	AUSTIN TRAVIS COUNTY MENTAL	IN-HOME COUNSELING & EDUCATIONAL SERVICES (FPP)	Juvenile Probation	\$259,105.00	001-4530-593-6099
70	IL1000139DW	COA KIDS EXCHANGE	KIDS Exchange program	Juvenile Probation	\$0.00	n/a
71	LA060253JT	AUSTIN INDEPENDENT SCHOOL DIST	JJAEP - AISD - YEARLY LEASE	Juvenile Probation	\$1.00	023-4510-593-6102
72	PS000011JW	CARRASCO, NICHOLAS PHD	JUV SEX OFFENDER TREATMENT	Juvenile Probation	\$0.00	001-4530-593-4019
73	PS000068VR	PHOENIX HOUSES OF TEXAS INC	RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES	Juvenile Probation	\$34,025.81	001-4530-593- 6205/174-4592-593 6205
74	PS000183VR	YOUTH AND FAMILY ALLIANCE	RESIDENTIAL TREATMENT SERVICES LIFEWORKS	Juvenile Probation	\$10,681.24	001-4530-593- 6205/ various grant accounts



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## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
75	PS000199JW	SHORELINE INC	RESIDENTIAL TREATMENT SVCS-SHORELINE, INC.	Juvenile Probation	\$8,571.50	174-4592-593-6205
76	PS000205VR	BOYS TOWN TEXAS INC	RESIDENTIAL TREATMENT SERVICES	Juvenile Probation	\$0.00	001-4530-593-6205/272-4587-593-6205
77	PS000210JW	TEXAS LAUREL RIDGE HOSPITAL LP	RESIDENTIAL TREATMT SVCS-LAUREL RIDGE TREATMNT CTR	Juvenile Probation	\$0.00	001-4530-593-6205
78	PS000211JW	HMIH CEDAR CREST LLC,	RESIDENTIAL TREATMENT SVCS-CEDAR CREST FOUNDATION	Juvenile Probation	\$30,396.45	001-4530-593-6205/107-4521-593-6205/various grants
79	PS000212JW	BROOKHAVEN YOUTH RANCH INC	RESIDENTIAL TREATMENT SVCS-BROOKHAVEN YOUTH RANCH	Juvenile Probation	\$0.00	001-4530-593-6205/various grant accounts
80	PS000229JW	LUTHERAN SOCIAL SERVICES OF	RESIDENTIAL TREATMENT SVCS - LUTHERAN SOCIAL SVCS	Juvenile Probation	\$188,032.00	001-4530-593-6205/various grant accounts
81	PS000230JW	PEGASUS SCHOOLS INC	RESIDENTIAL TREATMENT SERVICES - PEGASUS SCHOOLS	Juvenile Probation	\$549,682.00	001-4530-593-6205/various grant accounts
82	PS000244JW	SETTLEMENT CLUB DBA THE	RESIDENTIAL TREATMENT SERVICES - SETTLEMENT CLUB	Juvenile Probation	\$0.00	001-4530-593-6205
83	PS000246JW	NEW ENCOUNTERS RESIDENTIAL	RESIDENTIAL TREATMENT SVCS-NEW ENCOUNTERS RTC	Juvenile Probation	\$0.00	001-4530-593-6205
84	PS000264KW	CONNECTIONS INDIVIDUAL AND FAM	RESIDENTIAL TREATMENT SVCS-COMAL CO (CONNECTIONS)	Juvenile Probation	\$743.54	
85	PS000299KW	SOUTHWEST KEY PROGRAM	EDUCATIONAL/COUNSELING SVCS-JJAEP-SOUTHWEST KEY	Juvenile Probation	\$376,159.36	023-4510-593.6099
86	PS010063JW	CLEAN INVESTMENTS INC	SUBSTANCE ABUSE TREATMENT COUNSELING	Juvenile Probation	\$26,918.00	001-4530-593-6099/627-4514-593-6099

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## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
87	PS010064JW	CHANGING HOW I LIVE LIFE OUTPA	SUBSTANCE ABUSE TREAT/COUNSELING SVCS	Juvenile Probation	\$22,555.00	001-4530-593- 6099/627-4514-593 6099
88	PS010144JW	PROVIDENCE SERVICE CORP	IN-HOME FAMILY SERVICES	Juvenile Probation	\$272,358.00	001-4530-593- 6099/887-4573-593 6099
89	PS010162JW	CORTEZ, SARAH	SEX OFFENDER TREATMENT/COUNSELING- JUV	Juvenile Probation	\$38,063.00	001-4530-593-4099
90	PS020064JW	SOUTHWEST KEY PROGRAM	SWKEY COMMUNITY COORDINATOR - JJAEP	Juvenile Probation	\$17,015.57	174-4578-593.6099
91	PS030159JW	POSITIVE STEPS INC	RESIDENTIAL TREATMENT SERVICES - POSITIVE STEPS	Juvenile Probation	\$0.00	001-4530-593-6205
92	PS030160JW	CORNELL CORRECTIONS OF TEXAS I	RESIDENTIAL TREATMENT SERVICES	Juvenile Probation	\$130,369.75	001-4530-593- 6205/various grant accounts
93	PS030169JW	THERAPEUTIC FAMILY LIFE	RESIDENTIAL TREATMENT SERVICES - THERAPEUTIC	Juvenile Probation	\$0.00	001-4530-593- 6205/various grant accounts
94	PS030172JW	NEW HORIZONS RANCH AND	RESIDENTIAL TREATMENT SERVICES - NEW HORIZON	Juvenile Probation	\$0.00	001-4530-593- 6205/various grant accounts
95	PS030218JW	RAMEY, HOWARD A DDS	DENTAL SERVICES - DR. RAMEY, D.D.S.	Juvenile Probation	\$8,555.00	001-4512-593-4009
96	PS030292JW	ROCKDALE RGNL JUV JUSTICE CNTR	RESIDENTIAL TREATMENT SERVICES - ROCKDALE RGNL	Juvenile Probation	\$25,404.13	001-4530-593- 6205/001-4530-593 3052/various grant accounts
97	PS040113JW	POOLE, DAVID R PHD	PSYCHOLOGICAL EVALUATIONS - DR. DAVID R. POOLE	Juvenile Probation	\$0.00	001-4512-593-6315
98	PS040114JW	THORNE, STEPHEN A., PH.D	PSYCHOLOGICAL EVALUATIONS - DR. STEPHEN A. THORNE	Juvenile Probation	\$14,501.00	001-4514-593- 6315/various grant accounts
99	PS040257JW	ALLIANCE CHILDRENS SRVCS, INC.	RESIDENTIAL TREATMENT SERVICES - ALLIANCE	Juvenile Probation	\$0.00	272-4587-593-6205

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## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
100	PS050002JW	SEAY, OLLIE J. PH.D.	PSYCHOLOGICAL SERVICES DR. OLLIE J. SEAY	Juvenile Probation	\$0.00	001-4512-593- 6315/174-4591-593 6315
101	PS050177JW	GULF COAST TRADE CENTER	RESIDENTIAL TREATMENT SERVICES - GULF COAST TRADES	Juvenile Probation	\$12,213.59	001-4530-593- 6205/various grant accounts
102	PS060022JW	AUSTIN CHILD GUIDANCE CENTER	THERAPEUTIC SERVICES	Juvenile Probation	\$2,320.00	001-4560-593-4099
103	PS060031JW	AUSTIN PSYCHOLOGICAL AND TESTI	PSYCHOLOGICAL AND NEUROPSYCHOLOGICAL TESTING	Juvenile Probation	\$4,000.00	001-4512-593- 6315/827-4577-593 6315/174-4591-593 6315
104	PS060191JT	FIERRO, BRENDA I.	FACILITATION OF COURT ORDERED PARENTING CLASSES	Juvenile Probation	\$2,550.00	001-4560-593- 4099/817-4560-593 4099
105	PS070129JT	YOUTH AND FAMILY ALLIANCE	PROFESSIONAL COUNSELING CONSULTATION DEBRIEF SVCS.	Juvenile Probation	\$12,711.24	001-4560-593- 4099/817-4560-593 4099/001-4530-593 6205/various grant accounts
106	PS070205VR	NEXUS RECOVERY CENTER, INC.	RESIDENTIAL SUBSTANCE ABUSE TREATMENT SERVICES	Juvenile Probation	\$9,240.00	001-4530-593- 6205/various grant accounts
107	PS070255VR	SOUTHWEST KEY PROGRAM	RESIDENTIAL TREATMENT SERVICES	Juvenile Probation	\$0.00	001-4530-593-6205
108	PS070296VR	FREY, ERIC PHD	PSYCHOLOGICAL SERVICES	Juvenile Probation	\$12,700.00	001-4512-593- 6315/827-4577-593 6315/174-4591-593 6315
109	PS070297VR	RESOLUTIONS ADOLESCENT COUNSEL	ASSESSMENT SERVICES	Juvenile Probation	\$0.00	001-4514-593-4099
110	PS070310VR	AUSTIN CHILDRENS SHELTER	RESIDENTIAL EMERGENCY SHELTER SERVICES	Juvenile Probation	\$9,581.52	001-4530-593- 6205/various grant accounts
111	PS070346VR	CORMIER, SANDRA L. CANO	PSYCHOLOGICAL/COUNSELING SERVICES (COPE)	Juvenile Probation	\$2,500.00	001-4514-593- 4099/661-4514-593 4099

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## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
112	PS070348VR	CARVAJAL, TERRY M.	COUNSELING SERVICES (COPE)	Juvenile Probation	\$7,600.00	001-4514-593-4099/661-4514-593-4099
113	PS070349VR	AUSTIN FAMILY INSTITUTE	PSYCHOLOGICAL/COUSELING /ASSESSMENT SVCS (COPE)	Juvenile Probation	\$4,920.00	001-4514-593-4099/661-4514-593-4099
114	PS070350VR	SAMARITAN CENTER	PSYCHOLOGICAL/COUSELING /ASSESSMENT SVCS (COPE)	Juvenile Probation	\$0.00	001-4514-593-4099
115	PS080005VR	BAPTIST CHILD AND FAMILY HHS	RESIDENTIAL EMERGENCY SHELTER SERVICES	Juvenile Probation	\$0.00	001-4530-593-6205/ various grant accounts
	PS080006VR	PROVIDENCE SERVICE CORP	PSYCHIATRIC/COUNSELING SVCS (COPE)	Juvenile Probation	\$8,320.00	001-4514-593-4099/661-4514-593-4099
	PS080068VR	SOUTHWEST KEY PROGRAM	DAY TREATMENT SERVICES	Juvenile Probation	\$334,386.04	001-4530-593-6099/ various grant accounts
116	PS080179VR	WARD, LAURA ATKINS	LEGAL CONSULTING SERVICES	Juvenile Probation	\$75,175.00	001-4512-593-4012/174-4590-4012
117	PS080181VR	AVALON CENTER INC	RESIDENTIAL TREATMENT SERVICES	Juvenile Probation	\$0.00	001-4530-593-6205/ various grant accounts
118	PS080197VR	TRAVIS COUNTY SVS FOR THE DEAF	DEAF SERVICES FOR JUVENILE PROBATION	Juvenile Probation	\$0.00	001-4526-593-6018
119	PS080213VR	SHILOH TREATMENT CENTER INC	RESIDENTIAL TREATMENT SERVICES	Juvenile Probation	\$0.00	001-4530-593-6205/ various grant accounts
120	PS080281VR	HOLDEN, WILLIAM J.	PSYCHOLOGICAL EVALUATION SERVICES	Juvenile Probation	\$0.00	001-4512-593-6315
121	PS080282VR	HENDERSON, AUGUST DOLAN	PSYCHOLOGICAL EVALUATION SERVICES	Juvenile Probation	\$3,000.00	001-4512-593-6315/8274577-593-6315
122	PS080285VR	LEVY, ELIZABETH	PSYCHOLOGICAL EVALUATION SERVICES	Juvenile Probation	\$0.00	001-4514-593-4099

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## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
123	PS080286VR	O'NEAL, CASEY	PSYCHOLOGICAL EVALUATION SERVICES	Juvenile Probation	\$4,420.00	001-4512-593- 6315/827-4577-593 6315
124	PS090020VR	MEDART, REGINA	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$1,850.00	001-4560-593-4099
125	PS090022VR	OVALLE, LUIS R	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$900.00	001-4560-593- 4099/001-4560-593 6099
126	PS090023VR	WILLIAMSON COUNCIL ON ALCOHOL	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$0.00	001-4560-593- 4099/001-4560-593 6099
127	PS090024VR	BUSTAMANTE, ADRIANA E.	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$0.00	001-4560-593-6099
128	PS090025VR	CAUTHERN, KEN	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$0.00	001-4560-593-6099
129	PS090027VR	LEVY, ELIZABETH	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$12,675.00	001-4560-593-4099
130	PS090038VR	DR TANIA GLENN AND ASSOCIATES,	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$17,425.00	001-4560-593-4099
131	PS090256VR	LANDERS, DAVID D	PSYCHOLOGICAL EVALUATION SERVICES	Juvenile Probation	\$13,500.00	001-4530-593-4099
132	PS090257VR	KIDS FIRST HOUSTON LLC	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$1,475.00	001-4560-593-4099
133	PS090263VR	DIANA GARZA LOUIS DBA RIO GRANDE	PROFESSIONAL VISITATION SERVICES	Juvenile Probation	\$5,790.00	001-4560-593-4099
134	PS090307DW	NICOLAS CORRASCO PHD	SEX OFFENDER TREATMENT/COUNSELING- JUV	Juvenile Probation	\$95,660.00	001-4560-593-4099
135	PS100032DW	Mobile Film School	Professional Film and Culinary Arts Tng	Juvenile Probation	\$0.00	001-4530-593-4019
136	PS100046DW	RETROSPECTIVE SOLUTIONS	RESIDENTIAL SERVICES	Juvenile Probation	\$6,159.00	001-4550-593- 6099/various
137	PS100051DW	SARAH CORTEZ	SEXUAL OFFENDER TREATMENT	Juvenile Probation	\$38,062.00	001-4514-593-4099

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## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
138	PS100089DW	TX SAN MARCOS TREATMENT CENTER	RESIDENTIAL SERVICES	Juvenile Probation	\$917,240.00	001-4530-593-6205/various grants
139	PS100234DW	Granbury Regional Juv Justice	Residential Treatment Services	Juvenile Probation	425849.44	001-4530-593-6205/various grant accounts/001-4530-593-6033/001-4530-593-3052
140	PS100235DW	LAURIE GAMBLE	COPE SERVICES	Juvenile Probation	\$2,625.00	001-4514-593-4099/661-4514-593-4099
141	PS100236DW	AUSTIN PSYCHOLOGY	COPE SERVICES	Juvenile Probation	\$60.00	001-4514-593-4099/661-4514-593-4099
142	PS110011DW	Mustin, Jan Ford PHd	Psychologist Services	Juvenile Probation	\$0.00	001-4512-593-4099/661-4514-593-4099
143	PS960012JW	SOUTHWEST KEY PROGRAM	SOUTHWEST KEY-INTENSIVE SUPERVISION	Juvenile Probation	\$210,840.00	001-4520-593-6099
144	PS960016JW	YOUTH ADVOCATE PROGRAMS	YOUTH ADVOCATE MENTOR PROGRAM	Juvenile Probation	\$14,240.50	001-4520-593-6099
145	PS960295VR	AUSTIN CHILD GUIDANCE CENTER	SUBSTANCE ABUSE TREATMENT SERVICES	Juvenile Probation	\$45,728.00	001-4530-593-6099
146	PS970029JW	AUSTIN CHILD GUIDANCE CENTER	AUSTIN CHILD GUIDANCE-MULTI-FAMILY COUNSELING	Juvenile Probation	\$57,005.00	001-4514-593-6099
147	PS970103VR	BHATT, SATISH S	PSYCHIATRIC SERVICES	Juvenile Probation	\$30,194.00	001-4550-593-6099/613-4514-593-6099
148	PS970137LH	JONES, DAVID MD	DR. JONES-JUVENILE COURT MEDICAL SERVICES	Juvenile Probation	\$22,690.00	001-4512-593-6315
149	PS970185LH	DUBIN, WILLIAM J PHD	JC PSYCHOLOGIST - DUBIN	Juvenile Probation	\$0.00	001-4512-593-4015
150	PS970185VR	PSYCHOLOGICAL ARTS PC	PSYCHIATRIC/PSYCHOLOGICAL ASSESSMENT SERVICES	Juvenile Probation	\$750.00	00-4512-593-6315

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## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
151	PS970210LH	KING, JOHN D	JC PSYCHOLOGIST - KING	Juvenile Probation	\$0.00	001-4512-593-6315/827-4577-5936315
152	PS980019JW	A WORLD FOR CHILDREN	RESIDENTIAL TREATMENT - WORLD FOR CHILDREN	Juvenile Probation	\$0.00	001-4530-593-6205
153	IL030294EF	BANDERA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
154	IL030295EF	BASTROP COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
155	IL030297EF	BLANCO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
156	IL030298EF	BROWN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
157	IL030299EF	BURLESON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
158	IL030300EF	BURNET COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
159	IL030301EF	CALDWELL COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
160	IL030302EF	CALHOUN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
161	IL030303EF	COLORADO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
162	IL030304EF	COMAL COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
163	IL030305EF	DEWITT COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
164	IL030306EF	ECTOR COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
165	IL030307EF	EDWARDS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
166	IL030308EF	FALLS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
167	IL030309EF	FAYETTE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE

## ATTACHMENT A

## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
168	IL030325EF	GILLESPIE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
169	IL030326EF	GONZALES COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
170	IL030327EF	GRIMES COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
171	IL030328EF	GUADALUPE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
172	IL030329EF	HAYS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
173	IL030330EF	JACKSON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
174	IL030331EF	KERR COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
175	IL030332EF	KIMBLE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
176	IL030334EF	LAVACA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
177	IL030335EF	LEE COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
178	IL030336EF	LLANO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
179	IL030337EF	MCCULLOCH COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
180	IL030338EF	MCLENNAN COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
181	IL030339EF	MILAM COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
182	IL030340EF	MILLS COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
183	IL030341EF	REFUGIO COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
184	IL030342EF	ROBERTSON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
185	IL030343EF	SAN SABA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE



## ATTACHMENT A

## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
186	IL030344EF	VICTORIA COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
187	IL030345EF	WARD COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
188	IL030346EF	WASHINGTON COUNTY	AUTOPSY SERVICES AND EXPERT TESTIMONY	ME	REVENUE	REVENUE
189	IL040041EF	WHARTON COUNTY (new item)	WHARTON COUNTY AUTOPSY SERVICES	ME	REVENUE	REVENUE
190	IL040233RE	WILLIAMSON COUNTY	WILLIAMSON CO AUTOPSY SERVICES REVENUE GENERATING	ME	REVENUE	REVENUE
191	IL040235RE	GOLIAD COUNTY	GOLIAD COUNTY AUTOPSY SERVICES REVENUE GENERATING	ME	REVENUE	REVENUE
192	IL040237RE	BRAZOS COUNTY	BRAZOS COUNTY AUTOPSY SERVICES REVENUE GENERATING	ME	REVENUE	REVENUE
193	IL040238RE	AUSTIN COUNTY	AUSTIN COUNTY AUTOPSY SERVICE REVENUE GENERATING	ME	REVENUE	REVENUE
194	IL960317KW	MENARD COUNTY, TEXAS	REVENUE K-OUT-OF-CO. AUTOPSY-MENARD CO.	ME	REVENUE	REVENUE
195	PS100228ML	STEPHANIE WILLIAMS	HISTOLOGY SERVICES	ME		13810572-6033
196	IL080182VR	AUSTIN SAN ANTONIO	AUSTIN-SAN ANTONIO INTERMUNICIPAL RAIL DISTRICT	PCT 3	\$49,500.00	001-1000-521-6502
197	IL010007DR	AUSTIN INDEPENDENT SCHOOL DIST	REIMBURSEMENT CUSTODIAL F/CLASSROOM F/CES NTE \$30K	SHERIFF	\$21,033.01	017-4010-586-6099
198	IL980139KW	AUSTIN COMMUNITY COLLEGE	AUSTIN COMMUNITY COLLEGE - TRAINING	SHERIFF	\$190.00	Inmate Welfare Fund
199	PS070028JT	AUSTIN TRAVIS COUNTY SEXUAL AS	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$500.00	001-3725-563-6313

## ATTACHMENT A

## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
200	PS070029JT	DALE MUMMA, CAROLYN	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$2,847.00	001-3725-563-6313
201	PS070030JT	KREMER, CHRISTIE, RN, MSN	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$1,100.50	001-3725-563-6313
202	PS070031JT	GIBBS, JULIE, RN, SANE	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$1,505.50	001-3725-563-6313
203	PS070033JT	SIFUENTES, LINDA	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$421.00	001-3725-563-6313
204	PS070176JT	MARTIN RN SANE, ANNE	SEXUAL ASSAULT NURSE EXAMINER SERVICES	SHERIFF	\$1,399.00	001-3725-563-6313
205	PS070334VR	BLACK, JENNY	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	SHERIFF	\$2,808.00	001-3725-563-6313
206	PS070335VR	GANN, KATHLEEN RN CEN SANE	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	SHERIFF	\$5,219.00	001-3725-563-6313
207	PS090265VR	FOLEY, MOIRA	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	SHERIFF	\$1,707.00	
208	PS090271VR	KERN, VERONICA C.	SEXUAL ASSAULT NURSE EXAMINER SERVICES (SANE)	SHERIFF		
209	PS100237DW	PATRICIA WILSON	SANE NURSE SERVICES	SHERIFF	\$615.00	
210	PS990164KW	BRINSON, CYNTHIA MD	SPECIALIZED MEDICAL SVCS-DR. CYNTHIA BRINSON-TCSO	SHERIFF	\$60,000.00	001-3749-581-4015
211	IL070041ML	CITY OF AUSTIN	CENTRAL BOOKING SERVICES	SHERIFF	revenue	
212	IL090300ML	FEDERAL CORRECTIONAL INSTITUTE	FEDERAL CORRECTIONAL INSTITUTION IN BASTROP	SHERIFF	revenue	
213	IL110004ML	Austin Travis County Integral Care (MHMR)	Inmate Psychiatric Services	SHERIFF		
214	IL110054ML	Austin Travis County Integral Care (MHMR)	Psychiatric Nurse Practitioner Services	SHERIFF		

## ATTACHMENT A

## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
215	LA070306ML	LAKESIDE WATER CONTROL DISTRICT	OFFICE SPACE AT BLACKHAWK AMENITY CENTER	SHERIFF		137055616102
216	PS000331LB	A BETTER COURT REPORTING SERV	COURT REPORTING SVCS-CJC LITIGATION NTE \$50,000	SHERIFF		37055616102
217	PS040276ML	MACKAY, DANIEL MD	INMATE MEDICAL SERVICES	SHERIFF		37495814015
218	PS060234ML	NAVICUS INC	GENERAL MEDICAL LAB SERVICES	SHERIFF		37495816033
219	PS060246ML	PAUL, GREGORY M.D.	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS	SHERIFF		194865466315
220	PS070137ML	GOODWILL	VOCATIONAL TRAINING FOR INMATES	SHERIFF		inmate weldare
221	PS080078ML	NUR MOHAMMED AHMAD	CHAPLAIN SERVICES NUR MOHAMMED AHMAD	SHERIFF		inmate welfare
222	PS080146ML	STRELNIEKS, ERIK MD	INMATE MEDICAL SERVICES	SHERIFF		37495814015
223	PS090047ML	MAXIM HEALTHCARE	TEMPORARY HEALTHCARE SERVICES	SHERIFF		37495816035
224	PS090048ML	SIMPKINS MD, ROBERT	INMATE MEDICAL SERVICES	SHERIFF		37495816035
225	PS090069ML	MILLER, LISA	RELIEF PHARMACY SERVICES	SHERIFF		37495816035
226	PS090173ML	HERRERA, ALVARO RENE	CHAPLAIN SERVICES ALVARO HERRERA	SHERIFF		inmate welfare
227	PS090365ML	RALPH ALOYSIUS BRENNAN	CHAPLAIN SERVICES	SHERIFF		inmate welfare
228	PS100297ML	Turnipseed, Brent, Inc	Inmate Psychiatric Services	SHERIFF		
229	PS110206ML	Harris, Jr Edward Clayson	Assistant Chaplain Services	SHERIFF		
230	PS960146LB	MEDICAL STAFFING NETWORK INC	TEMP NURSING SERVICES (MEDICAL STAFFING)	SHERIFF		3749581404
231	PS960150KW	IVAN JAMESON	ASSISTANT CHAPLAIN SVCS JAMESON-TCSO	SHERIFF		inmate welfare

## ATTACHMENT A

## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
232	PS960151KW	JASPER, WALTER R SR	ASSISTANT CHAPLAIN SVCS JASPER-TCSO	SHERIFF		inmate welfare
233	PS960153KW	AUSTIN STRESS CLINIC	AUSTIN STRESS CLINIC- BATTERING INTER. COUNSLG-TCSO	SHERIFF		37495814019
234	PS960156KW	SCHMIDT, JEROME R, PHD	INMATE PSYCHOLOGICAL SVCS-SCHMIDT-TCSO	SHERIFF		
235	PS990036KW	INTERIM HEALTH CARE	TEMP NURSING SVCS - INTERIM HEALTH CARE - TCSO	SHERIFF		37495814014
236	PS990064LB	EVINS PERSONNEL CONSULTANTS	TEMPORARY MEDICAL/NURSING SERVICES TCSO	SHERIFF		37495814014
237	PS990213KW	SQUYRES, KATHY	ASSISTANT CHAPLAIN SVCS KATHY SQUYRES-TCSO	SHERIFF		Inmate welfare
238	IL080225DR	TEXAS PARKS AND WILDLIFE	FISH FOR BULLFROG POND	TNR	\$1,250.00	001-4945-631-3042
239	IL970106KW	UNIVERSITY OF TEXAS AT AUSTIN	TRAINING COURSES-UT AT AUSTIN	TNR	\$0.00	00-4510-593-6504
240	PS980170JJ	CENTRAL TEXAS CLEAN AIR FORCE	COORDINATION OF REGIONAL EFFORTS - AIR QUALITY	TNR	\$10,000.00	
241	PS070179JW	SPEED SHORE CORPORATION	PROFESSIONAL EQUIPMENT OPERATOR TRAINING SERVICES	TNR	\$42,362.37	099-4901-621- 5604; 099-4901- 621-6503
242						
243						
244	03T00234RG	LEXIS NEXIS RISK & INFORMATION	SEARCH SERVICES (ACCURINT)			
245	ACCTSVCS01	ACCONTEMPS OF AUSTIN	TEMP ACCOUNTING SERVICES-ACCONTEMPS			
246	ACCTSVCS02	ACCOUNTING PRINCIPALS	ACCOUNTING SERVICES			
247	BRACK00001	BRACKENRIDGE HOSPITAL	SHERIFF DEPT. - BRACKENRIDGE HOSPITAL			

## ATTACHMENT A

## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
248	CES0001-DM	NATIONAL CURRICULUM AND TRAINI	WORKBOOKS, CORRECTIONAL			
249	CP060261ML	HAWKINS ASSOCIATES INC	TEMPORARY PERSONNEL SERVICES			
250	CP070143JT	POSEY COMPUTING SYSTEMS	COMPUTER CONSULTING SERVICES			
251	CPSSVC0001	CHILD PROTECTIVE SERVICES	CHILD PROTECTIVE SERVICES			
252	EXTRSVC001	TRAVIS COUNTY SHERIFFS DEPARTM	EXTRADITION SERVICES			
253	IL010219JW	CITY OF AUSTIN	DISPATCH SYSTEM - RDMT NTE 615,785			
254	IL020084LB	DEPARTMENT OF INFORMATION RESO	PARENT IL W/KPMG THRU DIR F/SLA (TX ELE.FRAMEWORK)			
255	IL020192LD	CALIFORNIA COMMUNITIES	LOS ANGELES COUNTY INTERLOCAL AGREEMENT			
256	IL030038DM	LOWER COLORADO RIVER AUTHORITY	MAINTENANCE AND REPAIR OF STREETS			
257	IL030070LB	CITY OF AUSTIN PUBLIC WKS AND	USE OF EQUIPMENT, LABOR & MATERIALS WITH COA			
258	IL030152LB	TEXAS CONFERENCE OF URBAN	IL BETWEEN CUC F/COORDINATED IJIS			
259	IL030285LC	CITY OF AUSTIN	OPERATIONS AND MAINT OF CTECC (AUTO REN 49YR) TCES		\$1,798,342.54	
260	IL040005DR	TEXAS COOPERATIVE PURCHASING	TEXAS COOPERATIVE PURCHASING NETWORK			
261	IL040167LC	CITY OF AUSTIN	OP & MAINT OF REGIONAL RADIO SYS (RRS) AUTOREN 40Y		\$925,216.00	
262	IL080305RG	NATIONAL INTERGOVERNMENTAL	INTER-LOCAL -NATIONAL PURCHASING ALLIANCE			
263	IL970319JG	CITY OF AUSTIN	COA/HOME HAZARDOUS WASTE COLLECTION		\$95,981.04	

## ATTACHMENT A

## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
264	IL980214BS	CITY OF AUSTIN TELECOMMUNICA-	INTERLOCAL-USE OF INSTITUTIONAL NETWORK CAPACITY		\$45,784.00	
265	ILA98-858	HOUSTON GALVESTON AREA COUNCIL	INTER-LOCAL - HOUSTON-GALVESTON AREA COUNCIL			
266	LA980076KW	EMERALD POINT STORE	EMERALD POINT MARINA BOAT SLIP RENTAL			
267	MA950074	BLOOMBERG LP	SUBSCRIP BLOOMBERG FIN MKT & COMMOD NEWS SRV (CSHM		\$27,540.00	
268	MA960087	CITY OF AUSTIN RADIO REPAIR	MAINT RADIO REPAIR COA IL AGREEMENT (J&PS, TCSO)			
269	PS020099LB	CLINICAL STAFF SUPPORT, INC.	TEMPORARY PROFESSIONAL HEALTHCARE SERVICES		\$474,256.90	
270	PS020196LB	DENTRUST DENTAL TEXAS PC	DENTAL SVCS. F/POPULATION IN DETENTION FACILITIES			
271	PS030026LB	ANDERSON, MARY DR	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS			
272	PS030027LB	HUMES, DUSTY L PHD	PSYCHOLOGICAL SERVICES F/DISTRICT & CRIMINAL COURT			
273	PS030028LB	CANTU, ROBERT E MD PA	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS			
274	PS030029LB	COONS, RICHARD E JD MD	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS		\$8,610.00	
275	PS030029LB	COONS, RICHARD E JD MD	PSYCHIATRIC SERVICES F/DISTRICT & CRIMINAL COURTS			

## ATTACHMENT A

## 2012 Auto Renewals

	Contract #	Vendor	Description	Department	Expenditures	Funding Acct.
276	PS970023LB	KEEP AUSTIN BEAUTIFUL	KEEP AUSTIN BEAUTIFUL (NTE) \$49,200 PER YEAR			
277	PS970183LB	EWBANK AND BYROM, PC	EWBANK & BYROM, P.C. - LEGAL SERVICES			
278	RECMGT0001	POSTMASTER	POSTAGE			
279	RECMGT0002	FEDEX	EXPRESS MAIL			
280	RECMGT0003	DHL AIRWAYS INC	EXPRESS MAIL			
281	RECMGT0004	AIRBORNE EXPRESS	EXPRESS MAIL			
282	RECMGT0005	UNITED PARCEL SERVICE	EXPRESS MAIL			
283	SL020084LB	KPMG CONSULTING INC	SLA W/TAX ASSESSOR- COLLECTOR OFFICE			
284	IL050322LP	CITY OF AUSTIN WATERSHED	SUBDIVISION PLATTING IN THE ETJ			
285	IL110007ML	City of Austin APD	Lease with MF Austin Ridge			
286	LA100263ML	WESTBANK COMMUNITY LIBRARY DIS	LEASE WITH WASTBANK LIBRARY			
287	PS100187ML	ADPI dba Intermedix	AERO Medical Billing and Collection services			
288	PS110031ML	Tesluk, Linda	RELIEF PHARMACY SERVICES			
289	PS960112TS	BENNETT, JOEL B PC	DRUG COURT MAGISTRATE NTE \$42,900			
290	PS990080TS	CAP Systems, Inc.	Case Management & Benefits Admin (CABA)			
291	MA970200	City of Austin Fire Department	IL LEPC Hazmat			
292	CM030193LC	First Data Government Solutions	TCSO IVR		\$7,638.48	
	CM090052LC	Unisys	Purch/Maint Unisys Dorado System			



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Nancy Barchus, 854-9764

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Contract Award for Insulation Services, IFB No. B110209-NB, to the low bidders:**

- a. **McCullough Heating and Air Conditioning, Primary Contractor; and**
- b. **GG's Construction, LLC, Secondary Contractor.**

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 contract will provide Insulation Services to the Housing and Weatherization Services Division of Travis County Health and Human Services Department.

On July 8, 2011, IFB No. B110209-NB, Insulation Services, was issued through BidSync. Ten (10) bids were received on August 1, 2011. The Purchasing Office concurs with Health and Human Services Department's recommendation to award contracts to the low responsive bidders, McCullough Heating and Air Conditioning and GG's Construction LLC.

Ø **Contract Expenditures:** Within the last 12 months \$80,935.57 has been spent against this requirement.

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



Ø **Contract-Related Information:**

Award Amount: N/A

Contract Type: Term

Contract Period: September 22, 2011 through Sept 21, 2012

Ø **Solicitation-Related Information:**

Solicitations Viewed: 31

Responses Received: 10

HUB Information: N/A

% HUB Subcontractor: N/A

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.:

Funding Account(s): 00158576116277, 00158576116278,  
00158586116277, 00158586116278, 13158576116277,  
13158576116278, 14958576116277, 14958576116278,  
14158546116277, 14158546116278

Comments:




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


**Sherri E. Fleming  
County Executive  
For HHS&VS  
(512) 854-4100  
Fax (512) 854-4115**

**MEMORANDUM**

**DATE:** August 23, 2011

**TO:** Cyd V. Grimes, C.P.M.  
Travis County Purchasing Agent

**THROUGH**   
Sherri E. Fleming, County Executive for  
Human Services and & Veterans Service

**FROM:** Lance Pearson, Travis County Housing Services Manager 

**SUBJECT:** Recommendation for award of Insulation Services, IFB B110209-NB

Housing Services has reviewed the (IFB) Invitation for Bid B110209-NB, Insulation Services and recommends contract be awarded as follows:

Primary Contract to be awarded to the lowest bidder, McCullough Heating and Air Conditioning and Secondary Contract to the second lowest bidder, GG's Construction.

The requested information is listed below:

Account Numbers: 001-5857-611-6277/6278 - General Fund  
131-5857-611-6277/6278 - DOE  
149-5857-611-6277/6278 - LIHEAP  
141-5854-611-6277/6278 - CEAP  
Commodity Code -- 952  
Sub-commodity Code -- 080

**The employees who will be involved with the procurement are Lance Pearson, Housing Manager, Raymond Martinez, Purchasing Assistant; David Notario, Home Repair Supervisor, Terry Harrell, Home Repair Supervisor, and Martin Zamzow, ARRA. Please feel free to contact me at 854-7257 should you require any additional information.**

**XC: Michelle Small, Housing Services  
Nancy Barchus, Purchaser, Travis County Purchasing Office  
Deborah Britton, Community Services Division Director  
Kendra Tolliver, Finance**

<b>Solicitation No. B110209-NB Bid Tabulation</b>	
<b>Respondent</b>	<b>Bid Totals</b>
McCullough	\$536,408.191
GG's	\$537,235.25
Home Depot	\$627,846.33
Payless	\$6,375,776.20
Valdez	\$4,774,525.85
Well Home	\$13,153,325.49
Go Green	\$16,121,651.425
All Points	\$33,938,129.00
AE Home Ins	\$20,964,530.85
Home Energy	\$23,756,125.98

**Travis County Insulation Bid Responses Analysis**

Respondent	Attice Insulation		Knee Wall Insulation		Knee Wall Encapsulation
	Rate	Rate x 19 x 1500 x 500	Rate	Rate x 19 x 1500 x 100	Bid Rate
McCullough	\$0.017500	\$249,375.00	\$0.041700	\$118,845.00	\$0.69080
GG's	\$0.025000	\$356,250.00	\$0.026000	\$74,100.00	\$0.25000
Home Depot	\$0.030500	\$434,625.00	\$0.026000	\$74,100.00	\$0.33000
Payless	\$0.035000	\$498,750.00	\$0.900000	\$2,565,000.00	\$1.20000
Valdez	\$0.040000	\$570,000.00	\$0.650000	\$1,852,500.00	\$0.85000
Well Home	\$0.590000	\$8,407,500.00	\$0.490000	\$1,396,500.00	\$0.49000
Go Green	\$0.627000	\$8,934,750.00	\$1.425000	\$4,061,250.00	\$1.42500
All Points	\$1.000000	\$14,250,000.00	\$3.750000	\$10,687,500.00	\$4.00000
AE Home Ins	\$1.050000	\$14,962,500.00	\$0.850000	\$2,422,500.00	\$0.85000
Home Energy	\$1.180000	\$16,815,000.00	\$0.980000	\$2,793,000.00	\$0.98000

Respondent	Wall Insulation		Floor Insulation		Duct Sealing	Duct Blasting
	Rate	Rate x 11 x 1500 x 50	Rate	Rate x 19 x 1500 x 50	Bid Rate	Bid Rate
McCullough	\$0.081200	\$66,990.00	\$0.07070	\$100,747.50	\$375.00	\$75.00
GG's	\$0.060000	\$49,500.00	\$0.04000	\$57,000.00	\$260.00	\$125.00
Home Depot	\$0.138000	\$113,850.00	\$0.03500	\$49,875.00	\$198.00	\$198.00
Payless	\$1.250000	\$1,031,250.00	\$1.60000	\$2,280,000.00	\$575.00	\$200.00
Valdez	\$0.950000	\$783,750.00	\$1.10000	\$1,567,500.00	\$525.00	\$250.00
Well Home	\$1.900000	\$1,567,500.00	\$1.25000	\$1,781,250.00	\$425.00	\$150.00
Go Green	\$1.750000	\$1,443,750.00	\$1.18000	\$1,681,500.00	\$320.00	\$80.00
All Points	\$4.000000	\$3,300,000.00	\$4.00000	\$5,700,000.00	\$350.00	\$275.00
AE Home Ins	\$1.540000	\$1,270,500.00	\$1.62000	\$2,308,500.00	\$430.00	\$100.00
Home Energy	\$1.780000	\$1,468,500.00	\$1.88000	\$2,679,000.00	\$500.00	\$125.00



PI655I01

**TRAVIS COUNTY**  
**Account Balance Inquiry**

8/23/11  
15:44:27

Fiscal Year . . . . .	:	2011
Account number . . . . .	:	1-5857-611.62-77
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	58 HEALTH & HUMAN SERVICES
Division . . . . .	:	57 HOUSING SERVICES
Basic activity . . . . .	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . .	:	1 HUMAN SERVICES
Element . . . . .	:	62 HUMAN SERVICES
Object . . . . .	:	77 CONTRACTED SERVCS-HOUSING
Budget . . . . .	:	339,966
Encumbered amount . . . . .	:	116,886.74
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	219,390.72
Total expenditures . . . . .	:	336,277.46
Balance . . . . .	:	3,688.54

**Press Enter to continue.**

**F3=Exit F12=Cancel**

PI655I01

**TRAVIS COUNTY**  
**Account Balance Inquiry**

8/23/11  
15:44:50

Fiscal Year . . . . .	:	2011
Account number . . . . .	:	1-5857-611.62-78
Fund . . . . .	:	001 GENERAL FUND
Department . . . . .	:	58 HEALTH & HUMAN SERVICES
Division . . . . .	:	57 HOUSING SERVICES
Basic activity . . . . .	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . .	:	1 HUMAN SERVICES
Element . . . . .	:	62 HUMAN SERVICES
Object . . . . .	:	78 SUPPLIES - HOUSING GRANT
Budget . . . . .	:	37,616
Encumbered amount . . . . .	:	12,884.02
Pre-encumbered amount . . . . .	:	369.98
Expenditures . . . . .	:	22,812.41
Total expenditures . . . . .	:	36,066.41
Balance . . . . .	:	1,549.59

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

**TRAVIS COUNTY**  
**Account Balance Inquiry**

8/23/11  
15:46:02

Fiscal Year . . . . .	:	2011
Account number . . . . .	:	131-5857-611.62-77
Fund . . . . .	:	131 HOUSING
Department . . . . .	:	58 HEALTH & HUMAN SERVICES
Division . . . . .	:	57 HOUSING SERVICES
Basic activity . . . . .	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . .	:	1 HUMAN SERVICES
Element . . . . .	:	62 HUMAN SERVICES
Object . . . . .	:	77 CONTRACTED SERVCS-HOUSING
Budget . . . . .	:	6,421,020
Encumbered amount . . . . .	:	8,870.88
Pre-encumbered amount . . . . .	:	201,389.43
Expenditures . . . . .	:	2,556,284.39
Total expenditures . . . . .	:	2,766,544.70
Balance . . . . .	:	3,654,475.30

Press Enter to continue.

F3=Exit F12=Cancel



PI655I01

**TRAVIS COUNTY**  
**Account Balance Inquiry**

8/23/11  
15:46:19

Fiscal Year . . . . .	:	2011
Account number . . . . .	:	131-5857-611.62-78
Fund . . . . .	:	131 HOUSING
Department . . . . .	:	58 HEALTH & HUMAN SERVICES
Division . . . . .	:	57 HOUSING SERVICES
Basic activity . . . . .	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . .	:	1 HUMAN SERVICES
Element . . . . .	:	62 HUMAN SERVICES
Object . . . . .	:	78 SUPPLIES - HOUSING GRANT
Budget . . . . .	:	33,972
Encumbered amount . . . . .	:	.00
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	7,439.53
Total expenditures . . . . .	:	7,439.53
Balance . . . . .	:	26,532.47

Press Enter to continue.

F3=Exit F12=Cancel

PI655I01

**TRAVIS COUNTY**  
**Account Balance Inquiry**

8/23/11  
15:46:37

Fiscal Year . . . . .	:	2011
Account number . . . . .	:	149-5857-611.62-77
Fund . . . . .	:	149 HOUSING
Department . . . . .	:	58 HEALTH & HUMAN SERVICES
Division . . . . .	:	57 HOUSING SERVICES
Basic activity . . . . .	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . .	:	1 HUMAN SERVICES
Element . . . . .	:	62 HUMAN SERVICES
Object . . . . .	:	77 CONTRACTED SERVCS-HOUSING
Budget . . . . .	:	635,207
Encumbered amount . . . . .	:	26,100.21
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	193,067.95
Total expenditures . . . . .	:	219,168.16
Balance . . . . .	:	416,038.84

**Press Enter to continue.**

**F3=Exit F12=Cancel**

PI655I01

**TRAVIS COUNTY**  
**Account Balance Inquiry**

8/23/11  
15:46:55

Fiscal Year . . . . .	:	2011
Account number . . . . .	:	149-5857-611.62-78
Fund . . . . .	:	149 HOUSING
Department . . . . .	:	58 HEALTH & HUMAN SERVICES
Division . . . . .	:	57 HOUSING SERVICES
Basic activity . . . . .	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . .	:	1 HUMAN SERVICES
Element . . . . .	:	62 HUMAN SERVICES
Object . . . . .	:	78 SUPPLIES - HOUSING GRANT
Budget . . . . .	:	399,402
Encumbered amount . . . . .	:	56,629.38
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	107,243.01
Total expenditures . . . . .	:	163,872.39
Balance . . . . .	:	235,529.61

**Press Enter to continue.**

**F3=Exit F12=Cancel**

PI655I01

**TRAVIS COUNTY**  
**Account Balance Inquiry**

8/23/11  
15:47:10

Fiscal Year . . . . .	:	2011
Account number . . . . .	:	141-5854-611.62-77
Fund . . . . .	:	141 CEAP (COMP ENGRY ASST PR)
Department . . . . .	:	58 HEALTH & HUMAN SERVICES
Division . . . . .	:	54 FAMILY SUPPORT SERVICES
Basic activity . . . . .	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . .	:	1 HUMAN SERVICES
Element . . . . .	:	62 HUMAN SERVICES
Object . . . . .	:	77 CONTRACTED SERVCS-HOUSING
Budget . . . . .	:	468,150
Encumbered amount . . . . .	:	97,785.91
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	312,076.94
Total expenditures . . . . .	:	409,862.85
Balance . . . . .	:	58,287.15

**Press Enter to continue.**

**F3=Exit F12=Cancel**

PI655I01

**TRAVIS COUNTY**  
**Account Balance Inquiry**

8/23/11  
15:47:33

Fiscal Year . . . . .	:	2011
Account number . . . . .	:	141-5854-611.62-78
Fund . . . . .	:	141 CEAP (COMP ENGRY ASST PR)
Department . . . . .	:	58 HEALTH & HUMAN SERVICES
Division . . . . .	:	54 FAMILY SUPPORT SERVICES
Basic activity . . . . .	:	61 HEALTH-HUM SVCS (HUM SVC)
Sub activity . . . . .	:	1 HUMAN SERVICES
Element . . . . .	:	62 HUMAN SERVICES
Object . . . . .	:	78 SUPPLIES - HOUSING GRANT
Budget . . . . .	:	103,973
Encumbered amount . . . . .	:	901.53
Pre-encumbered amount . . . . .	:	.00
Expenditures . . . . .	:	48,655.90
Total expenditures . . . . .	:	49,557.43
Balance . . . . .	:	54,415.57

**Press Enter to continue.**

**F3=Exit F12=Cancel**





## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/6/11

**Prepared By/Phone Number:** Scott Wilson/854-9451

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Interlocal Agreement No. IL110271SW, Texas Workforce Commission, for Information Release for Travis County Constable Precinct Four.

**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 will provide on-line read-only access to wage record files, unemployment compensation claim benefit information and employer master files through specified TWC Agency mainframe computer screens.

**Contract Expenditures:** Within the last 12 months \$1,500 has been spent against this contract.

**Contract-Related Information:**

Award Amount: \$1,500

Contract Type: Interlocal

Contract Period: August 1, 2011 through July 31, 2012

**Funding Information:**

Purchase Requisition in H.T.E.: 538475

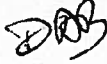

Funding Account(s): 001-3401-569-6099

Comments:

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



**MARIA CANCHOLA**  
**TRAVIS COUNTY CONSTABLE, PRECINCT FOUR**  
**DONALD A. BOWNE ≈ CHIEF DEPUTY**

DATE: August 24, 2011  
TO: Scott Wilson, Purchasing Agent Assistant IV  
FROM: Don A. Bowne, Chief Deputy Constable   
Bertha De La Cruz, Office Manger   
RE: Contract No. **IL110271SW**

The Constable Precinct Four office requests approval of an interlocal agreement between Travis County and the Texas Workforce Commission. The services received from the Texas Workforce Commission have been instrumental in assisting Constable Precinct Four Warrant Deputies investigating, locating and collecting from individuals with outstanding warrants.

The services for this contract will be funded out of line item 001-3401-569-6099.

Contract number - **IL110271SW**  
Vendor number – **0060196 Texas Workforce Commission**  
Description – **Information Release Agreement**



PURCHASE REQUISITION NBR: 0000538475

REQUISITION BY: B DELACRUZ

STATUS: READY FOR BUYER PROCESS  
REASON: TEXAS WORKFORCE COMMISSION

DATE: 8/23/11

SHIP TO LOCATION: CONSTABLE PCT 4

SUGGESTED VENDOR:

DELIVER BY DATE: 8/23/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	NEW CONTRACT FOR TEXAS WORKFORCE COMMISSION COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: ACCESS SERVICES, DATA	1.00	EA	1500.0000	1500.00	
REQUISITION TOTAL:					1500.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00134015696099	OTHER PURCHASED SERVICES	100.00	1500.00
		OTHER PURCHASED SERVICES		1500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



# Texas Workforce Commission

A Member of Texas Workforce Solutions

Tom Pauken, Chairman

Ronald G. Congleton  
Commissioner Representing  
Labor

Andres Alcantar  
Commissioner Representing  
the Public

Larry E. Temple  
Executive Director

August 11, 2011

Bertha De La Cruz, Office Manager Sr.  
Travis County for the Benefit of Constable, Precinct 4  
4011 McKinney Falls Parkway, Suite 1100  
Austin, TX 78744

Re: TWC Contract/s or Amendment/s

Dear Ms. De La Cruz:

Enclosed are original signature copies of the Contract/s or Amendment/s listed below:

TWC Contract - Amendment Number	Contract Manager/Phone Number
2911PEN092	Beth Anne Wiggins 512-463-1607

Please sign all the copies of the Contract/s or Amendment/s where indicated and complete the Contract/Amendment Language Change Certification Form for each transaction.

Retain one (1) set for your records and provide one (1) set to your Fiscal Agent (if applicable).

Texas Workforce Commission  
Contract Services Department  
101 East 15th Street, Room 350-T  
Austin, Texas 78778-0001  
Attn: Julia Ebinger

If you have any questions or need additional assistance regarding the contents of these documents prior to signature, please contact the contract manager at the number indicated above.

Sincerely,

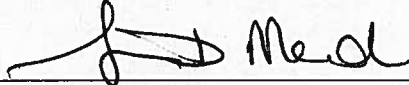
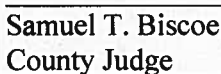


Marisela Ramirez  
Director, Contract Services Department

MR: je  
Enclosures



**TEXAS WORKFORCE COMMISSION**  
**PERFORMING AGENCY CONTRACT**

		<b>TWC Contract Number</b>	<b>2911PEN092</b>
<b>TITLE</b>	<b>INFORMATION RELEASE CONTRACT</b>		
<b>Recipient</b>			
<b>Name</b>	<b>Travis County for the Benefit of Constable, Precinct 4</b>		
<b>Mailing Address</b>	<b>4011 McKinney Falls Parkway, Suite 1100</b>		
<b>City/State/Zip</b>	<b>Austin, TX 78744</b>		
<b>Telephone Number</b>	<b>512-854-9488</b>		
<b>Contract Period</b>			
<b>Begin Date</b>	<b>August 1, 2011</b>	<b>End Date</b>	<b>July 31, 2012</b>
<b>Funding Information</b>			
<b>The total amount of this contract will not exceed the sum of</b>			<b>\$1,500.00</b>
<b>Remarks</b>			
This contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this contract and any referenced attachments.			
<b>Data Sharing Agreement</b>			
Online access only			
Number of online users and rate: 1-10 for \$1,500/year			
<b>Signature Authority</b>			
Each person signing this contract on behalf of Agency or Recipient hereby warrants that he or she has been fully authorized by the respective organization to:			
<ul style="list-style-type: none"> <li>• Execute this contract on behalf of the organization, and</li> <li>• Validly and legally bind the organization to all the terms, performances, and provisions of this contract.</li> </ul>			
<b>Agency Approval</b>		<b>Recipient Approval</b>	
<b>Agency: Texas Workforce Commission</b>		<b>Recipient: Travis County for the Benefit of Constable, Precinct 4</b>	
			
George D. Meador		Samuel T. Biscoe	
Date		Date	
Director of Information Technology		County Judge	

TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

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<b>General Terms and Conditions</b>	
Section 1	Purpose and Legal Authority
Section 2	Term, Amendments, and Termination
Section 3	Consideration
Section 4	Protecting the Confidentiality of Records
Section 5	Inspection and Audit
Section 6	Breach of Agreement, Default, and Remedies
Section 7	Miscellaneous
Attachment A	Statement of Work - Project Obligations
Attachment A1	Protection of Confidentiality - 20 C.F.R. § 603.9
Attachment A2	TWC Data Security Policy
Attachment A3	Quarterly Self-Assessment Report
Attachment A4	TWC User Information Security Agreement
Attachment A5	Cover Sheet for Transmitting User Agreement

TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

**TEXAS WORKFORCE COMMISSION**  
**INFORMATION RELEASE CONTRACT**  
**GENERAL TERMS AND CONDITIONS**

**SECTION 1 – Purpose and Legal Authority**

- 1.1 This contract sets forth the obligations of the Texas Workforce Commission (Agency) and the Recipient identified on the cover page, hereinafter collectively referred to as “the Parties,” pursuant to Texas Labor Code §§ 301.061 and 302.002(c) with respect to Agency's release of proprietary information to Recipient. The obligations of the Parties are set forth in detail in **Attachment A** which is made a part hereof.
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

**SECTION 2 – Term, Amendments, and Termination**

- 2.1 This contract shall be effective from the Begin Date to the End Date specified on the cover page.
- 2.2 Either party may suspend or terminate this contract at any time, on written notice to the other party specifying a termination date at least thirty (30) calendar days after the date of the notice. Such termination shall not relieve Recipient of the obligation to pay for all services prior to such termination at the rates provided herein, nor shall it entitle Recipient to any refund of the yearly subscription fee for online access to Agency records.
- 2.3 In the event of an emergency, Agency may suspend Recipient's online access without advance notice, and will reinstate access at the earliest practical time.
- 2.4 Agency may suspend all services without notice if Agency suspects a violation of the security provisions in **Attachment A**, Section 3. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of service will not result in security breaches. In the event of an extended suspension of service, Agency will notify Recipient as soon as possible.
- 2.5 Termination of this contract will not end Recipient's responsibility to protect the confidentiality of all Information obtained from Agency pursuant to this contract and remaining in Recipient's custody or control.

TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

**SECTION 3 – Consideration**

- 3.1 Recipient agrees to pay Agency for services described in **Attachment A**.
- 3.2 Notwithstanding the rates set forth in **Attachment A**, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

**SECTION 4 – Protecting the Confidentiality of Records**

- 4.1 “Information” means any records obtained by Recipient from Agency, including records and data compilations provided orally, electronically, or on paper. Information shall also include records obtained by Recipient through online access to Agency electronic files. Recipient shall ensure that Information is used only for purposes authorized by law and consistent with this contract. Use of Information shall be subject to the provisions of this contract even if the Information is converted by Recipient into another format or medium or incorporated in any manner into Recipient’s records, files, or data compilations.
- 4.2 Recipient shall limit access to Information to its officers and employees who need access to the Information to achieve the purpose listed in **Attachment A**, Section 1. Recipient shall not transfer the authority or ability to access or maintain Information under this contract to any other person or entity.
- 4.3 Recipient shall create and maintain a system to store and process Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain Information by any means. Recipient shall ensure that such system is sufficient to allow an audit of compliance with the requirements of this contract. Recipient shall store Information in a place physically secure from access by unauthorized persons.
- 4.4 Recipient shall comply with 20 Code of Federal Regulations (C.F.R.) § 603.9, incorporated herein by reference, regarding safeguarding Information and insuring its confidentiality. A copy of 20 C.F.R. § 603.9 is attached as **Attachment A1**.
- 4.5 Recipient shall instruct all personnel having access to Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this contract and under state and federal law for unauthorized disclosure of Information. Recipient acknowledges that all personnel who will have access to Agency Information have been instructed in accordance with the terms of this contract.
- 4.6 Recipient shall notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Information or any Agency data has been or may be compromised in any way.
- 4.7 Recipient shall dispose of Information and any copies thereof after the purpose set out in **Attachment A**, Section 1, is achieved, except for Information possessed by any court. Disposal means return of Information to Agency or destruction of Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all Information within thirty (30) calendar days after the termination or expiration of this contract.



TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

- 4.8 Texas Labor Code § 301.085 provides that unemployment compensation information is not public information for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any Information in response to a request made under the Public Information Act or to a request made under any other law, regulation, or ordinance addressing public access to government records. Recipient shall inform Agency within twenty-four (24) hours of receipt by Recipient of service of a subpoena or citation in any action seeking access to Information.
- 4.9 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning Information.

**SECTION 5 – Inspection and Audit**

- 5.1 Recipient shall fully cooperate with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this contract, Recipient shall permit Agency access to all sites containing Information, including Information maintained electronically, and to all workplaces used by personnel who have access to Information.
- 5.2 Recipient shall keep and maintain full, true, and complete and accurate records as necessary to fully disclose to Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives sufficient information to determine compliance with this contract.

**SECTION 6 – Breach of Agreement, Default, and Remedies**

If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any Information disclosure being processed) until Agency is satisfied that corrective action has been taken to assure that there will be no future breach. In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with contract requirements, this contract shall be cancelled and Recipient shall surrender to Agency all Information and copies thereof that have not previously been returned to Agency, and any other Information relevant to this contract, which was obtained under this contract. Cancellation of this contract shall not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of confidential Information. Agency shall undertake any other action under this contract, or under any law of the State or of the United States, to enforce this contract, secure satisfactory corrective action, and return of the Information. Agency shall take other remedial actions permitted under state or federal law to enforce this contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this contract and responding to Recipient's breach.

**SECTION 7 – Miscellaneous**

- 7.1 This contract shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules. Venue of any suit brought under this contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**

TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

- 7.2 Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 7.3 Agency's failure to enforce any provision of this contract does not constitute a waiver of that provision or any other provision.
- 7.4 Recipient, its employees, agents, contractors, and subcontractors agree to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs of liability arising from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of Information by Recipient.
- 7.5 If any provision of this contract is held to be unenforceable by a court, this contract shall be construed as if such provision did not exist and the unenforceability of such provision will not render any other provision or provisions of this contract unenforceable.
- 7.6 This contract is the entire agreement between the Parties. Any changes, deletions, extensions, or amendments shall be in writing and signed by both parties, except for revisions to rates as described in Section 3.2 of these General Terms and Conditions.

Remainder of Page Intentionally Left Blank

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**Attachment A**

**CONTRACT NUMBER 2911PEN092**

**INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION  
AND  
TRAVIS COUNTY FOR THE BENEFIT OF CONSTABLE, PRECINCT 4**

**STATEMENT OF WORK – PROJECT OBLIGATIONS**

**SECTION 1 – Project Abstract**

The purpose of this contract is to provide Recipient with Agency's current unemployment compensation Information as follows:

- Direct online access to Agency computer files for the following:
  - Wage Records;
  - Unemployment Compensation Claim Benefit Information - limited access; and
  - Employer Master File Inquiry.

Subject to the security and confidentiality provisions of this contract, Recipient shall use Information obtained from Agency solely for the following specific purpose: **to assist in locating persons with outstanding warrants**. Any other use of the Information by Recipient shall be a breach of this contract.

**SECTION 2 – Obligations of Agency**

- 2.1 Agency authorizes online "read-only" access to the following Agency mainframe computer screens:
  - Wage Records File (**BN75 screen**);
  - Unemployment Compensation Claim Benefit Information - limited access (**CMES, CTCS, and BPCS screens**); and
  - Employer Master File Inquiry (**IRS6 screen**).
- 2.2 Online access to Agency's data will routinely be available to Recipient Users on Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays. Access to Agency's data may not be available at other times due to Agency's computer maintenance needs.
- 2.3 Agency reserves the right to conduct monitoring, evaluation, and audit of Recipient's access to Agency's Information, as provided under this contract.
- 2.4 Agency records include Information provided to Agency by third parties including employers and employees. Agency does not warrant or guarantee the accuracy of Information provided under this contract.



TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT**SECTION 3 – Obligations of Recipient**

- 3.1 Recipient shall not release or otherwise make accessible to any other party, the Information obtained hereunder except as specifically required in order to discharge the official duties described herein. Recipient shall not release any Information without the written consent of Agency. Recipient shall maintain sufficient safeguards over all Information obtained from Agency to prevent unauthorized access to or redisclosure of any Information provided hereunder.
- 3.2 Security measures utilized by Recipient for the protection of Agency's confidential Information will conform, at a minimum, to the federal regulations contained in 20 C.F.R. Part 603 and to the Texas Workforce Commission Data Security Policy, **Attachment A2**.
- 3.3 All Recipient Users granted access under this contract to Agency data must execute Agency's User Information Security Agreement and complete **TWC Information Technology Security Awareness** training prior to being assigned a security password for online access to Agency data. A copy of the User Information Security Agreement is attached as **Attachment A4**. A copy of an executed User Information Security Agreement with certification of completion of **TWC Information Technology Security Awareness** training must be received by the Agency contact person listed in this contract before a Security Password will be issued. Each User Information Security Agreement submitted must be cosigned by the supervisor of the Recipient User. Executed Recipient User Information Security Agreements must be submitted by Recipient contact person listed in this contract with a completed Cover Sheet for Transmitting User Information Security Agreement which is attached as **Attachment A5**.
- 3.4 Recipient must maintain on file a signed copy of the User Information Security Agreement and certification of completion of **TWC Information Technology Security Awareness** training for each Recipient User. The security password for an individual Recipient User shall be immediately revoked upon termination of that individual or upon reassignment of a Recipient User into a position not authorized to access Agency's Information. Recipient shall notify Agency within three (3) calendar days of the resignation or termination of a Recipient User. Failure to revoke access of a Recipient User who has been terminated or reassigned and inform Agency of any termination or reassignment of a Recipient User shall be a breach of this contract and may result in immediate suspension of all access and termination of the contract as well as other penalties provided by law and this contract. All security codes, Recipient User names and passwords issued under this contract shall be cancelled upon the expiration of the contract. One (1) year after the Begin Date of this contract and each year on the anniversary date of the Begin Date of this contract for the term of this contract so long as the contract or any renewal thereof shall be operative, access by a Recipient User shall be cancelled unless within thirty (30) calendar days of the anniversary date Recipient submits a new User Information Security Agreement executed by Recipient User no more than thirty (30) calendar days prior to the date submitted, with an attached certification of completion of **TWC Information Technology Security Awareness** training dated no more than thirty (30) calendar days before submission. Agency will grant access to a **maximum of ten (10) Recipient Users**, all of whom shall be direct Recipient employees. Recipient shall screen potential Users and shall submit User Information Security Agreements for only those employees whom Recipient has determined shall pose no threat to the security of Agency Information.
- 3.5 Recipient Users shall not change or update any Information contained in Agency's computer stored files. Recipient Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

- 3.6 Recipient shall not place Information obtained from Agency on mobile, remote, or portable storage devices; nor shall Recipient remove storage media from the facility used by Recipient without the prior written authorization of Agency.
- 3.7 Recipient Users are authorized to access Agency's Information for the official purposes listed in Section 1 of this **Attachment A** only and may not divulge information obtained under this contract to any other individual or entity, except as strictly required to accomplish the official purposes listed in Section 1 of this **Attachment A**.
- 3.8 Recipient agrees to adopt and implement security guidelines and to ensure that only authorized Recipient Users will have access to view Agency's confidential Information and that any screen dump or other extraction of Agency Information will be protected from unauthorized use or redisclosure.
- 3.9 Recipient will be solely responsible for disseminating any Information provided by Agency to the remainder of Recipient Users.
- 3.10 Recipient agrees to notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Agency's Information has been or may be compromised in any way.
- 3.11 Texas Labor Code § 301.085 provides that unemployment compensation information is not public information for purposes of Texas Government Code, Chapter 552. Recipient shall not release any Information obtained from Agency under this contract in response to a request made under Texas Government Code, Chapter 552, or to a request made under any other law, regulation, or ordinance addressing public access to government records.
- 3.12 Recipient will pay each invoice on or before the 30th calendar day following the date of receipt of the bill from Agency. Recipient shall send the payment to the address listed on the invoice along with a copy of the invoice.
- 3.13 Recipient will treat Wage Records, Unemployment Compensation Claim Benefit Information, and Employer Tax Records obtained from Agency as confidential as required under Texas Labor Code § 301.081 and the Social Security Act of 1934.
- 3.14 Recipient shall establish and maintain security safeguards and procedures to guarantee the confidentiality of all Information obtained from Agency. Such safeguards shall, at a minimum, comply with the requirements found at 20 C.F.R. § 603.9, a copy of which is attached as **Attachment A1** and the requirements included in this contract.
- 3.15 Recipient's procedures to safeguard Information provided shall be subject to audit by Agency.
- 3.16 Recipient shall be responsible to provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency's mainframe data base.
- 3.17 Recipient agrees to accept liability for any damage to Agency's hardware, software, or Information when such damage is caused by the actions of employees or agents of Recipient, whether authorized or unauthorized Users pursuant to this contract.
- 3.18 Recipient shall pay a **fifteen hundred dollar (\$1,500.00)** annual subscription fee for the online access described in Section 2.1 of this **Attachment A**. The twelve (12) calendar month period covered by the

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

yearly subscription fee begins on the Begin Date listed in this contract. Payment of the yearly subscription fee is due within thirty (30) calendar days from the Begin Date listed in this contract. The yearly subscription fee is nonrefundable and shall not be prorated in the event of early termination of this contract or suspension of services. Recipient shall send the payment to the address listed on the invoice and shall include with the payment a copy of the invoice.

3.19 Recipient shall submit to Agency a fully-executed Quarterly Self-Assessment Report, a copy of which is attached as **Attachment A3**, on the next-occurring quarterly filing date after the Begin Date of this contract, and on each quarterly filing date for as long as this contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within the calendar month preceding the filing date.

**SECTION 4 – Contact Persons**

In all communications with Agency, Recipient shall include a reference to the TWC Contract Number. The Parties designate the following primary liaisons for implementation of this contract:

**AGENCY CONTACT PERSON**

External Data Sharing Contracts Manager  
Office of General Counsel  
Texas Workforce Commission  
101 E. 15<sup>th</sup> St., Room 266  
Austin, TX 78778-0001

Phone: 512-463-1607 or 512-936-2134  
Fax: 512-463-2990  
Email: [ORContracts.Management@twc.state.tx.us](mailto:ORContracts.Management@twc.state.tx.us)

**RECIPIENT CONTACT PERSON**

Bertha De La Cruz  
Office Manager Sr.  
Travis County Constable, Precinct 4  
4011 McKinney Falls Parkway, Suite 1100  
Austin, TX 78744

Phone: 512-854-9488  
Email: [bertha.delacruz@co.travis.tx.us](mailto:bertha.delacruz@co.travis.tx.us)

**RECIPIENT BILLING INFORMATION**

Same as above.

Recipient may request a change in Recipient Contact Person by submitting to Agency a written request signed by the same individual with signature authority who signed on behalf of Recipient on page one of this contract. All changes in Recipient Contact Person must be approved in writing by Agency. Agency shall provide Recipient with written notification of any change in Agency Contact Person.

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TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

Attachment A1

**PROTECTION OF CONFIDENTIALITY**

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, DEPARTMENT OF LABOR  
PART 603--FEDERAL-STATE UNEMPLOYMENT COMPENSATION(UC) PROGRAM; CONFIDENTIALITY AND  
DISCLOSURE OF STATE UC INFORMATION  
SUBPART B--CONFIDENTIALITY AND DISCLOSURE REQUIREMENTS

**20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?**

- (a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.
- (b) Safeguards to be required of recipients.
- (1) The State or State UC agency must:
- (i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;
  - (ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;
  - (iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;
  - (iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;
  - (v) Require each recipient agency or entity to:
    - (A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and
    - (B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.
  - (vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with



TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

(vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.

(2) In the case of disclosures made under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also –

(i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose;

(ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.

(c) Redisdisclosure of confidential UC information.

(1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:

(i) To the individual or employer who is the subject of the information;

(ii) To an attorney or other duly authorized agent representing the individual or employer;

(iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;

(iv) In response to a subpoena only as provided in § 603.7;

(v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;

(vi) From one public official to another if the redisclosure is authorized by the State law;

(vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or

(viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).

(2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.

(d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

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TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**Attachment A2**

**TEXAS WORKFORCE COMMISSION DATA SECURITY POLICY**

It is the policy of the Texas Workforce Commission (Agency) to promote a secure environment for employees and clients, and to maintain management controls necessary for the safekeeping of Agency's resources and assets.

Employees, physical property, and information related to the conduct of Agency operations are assets, entrusted to the care of Agency by the citizens of this state. Safeguarding the security and integrity of these assets and using them in a cost-effective manner are basic responsibilities of Agency.

The Agency relies heavily on its electronic data processing systems to meet its operational, financial, and informational requirements. It is essential that these critical systems are protected from accidents and misuse of all kinds, and that both the computer system and the data that they process be operated and maintained in a secure environment.

It will be the responsibility of the Data Security Manager of the RECIPIENT AGENCY to determine and assign the computer access codes required for a user to perform the assigned job duties. Access to computerized data will be limited to just that data needed to do the assigned job.

It is the responsibility of the Data Security Manager of the RECIPIENT AGENCY to make certain that all users are aware of, and comply with, the Agency's rules and regulations within their office.

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TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

Attachment A3

QUARTERLY SELF-ASSESSMENT REPORT

Recipient confirms that it is in compliance with the following requirements of 20 C.F.R. § 603.9:

1. Recipient uses the disclosed Information only for purposes authorized by law and consistent with the allowed use set forth in the contract between Recipient and the Texas Workforce Commission (Agency). Yes: \_\_\_\_\_ No: \_\_\_\_\_
2. Recipient stores the disclosed Information in a place physically secure from access by unauthorized persons. Yes: \_\_\_\_\_ No: \_\_\_\_\_
3. Recipient stores and processes disclosed Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the Information by any means. Yes: \_\_\_\_\_ No: \_\_\_\_\_
4. Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed Information stored in computer systems. Yes: \_\_\_\_\_ No: \_\_\_\_\_
5. Recipient has instructed all personnel having access to the disclosed Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure of information (Each violation is a Class A Misdemeanor, punishable by a fine of \$4,000, a year in jail, or both). **By your signature below you acknowledge that all personnel having access to the disclosed Information have been instructed in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9.** Yes: \_\_\_\_\_ No: \_\_\_\_\_
6. Recipient adheres to the Agency confidentiality requirements and procedures which are consistent with 20 C.F.R. § 603.9 and the requirements of the contract between Recipient and Agency and shall report any infraction of these rules to Agency fully and promptly. Yes: \_\_\_\_\_ No: \_\_\_\_\_
7. Recipient disposes of Information disclosed or obtained, and any copies thereof made by Recipient, after the purpose for which the Information is disclosed is served or as required by court order. Disposal means return of the Information to Agency or destruction of the Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. Yes: \_\_\_\_\_ No: \_\_\_\_\_
8. Recipient ensures that the Information disclosed shall not be retained with personal identifiers for longer than such period of time as TWC deems appropriate. Yes: \_\_\_\_\_ No: \_\_\_\_\_
9. Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. Part 603 and the contract between Recipient and Agency. Yes: \_\_\_\_\_ No: \_\_\_\_\_ [Describe, in an attachment, your system that allows audit of compliance.]

**By signature hereon, the contract signatory or the entity's internal auditor certifies that:**

All statements and information prepared and submitted in the response to this Quarterly Self-Assessment Report are current, complete, and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

**Contract Number 2911PEN092  
Travis County for the Benefit of Constable, Precinct 4**

**Return this Report to:** External Data Sharing Contracts Manager | Office of General Counsel  
Texas Workforce Commission | 101 East 15<sup>th</sup> Street, Room 266 | Austin, Texas 78778-0001  
Fax: 512-463-2990  
Email: [ORContracts.Management@twc.state.tx.us](mailto:ORContracts.Management@twc.state.tx.us)





TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**Attachment A5**

**COVER SHEET FOR TRANSMITTING USER INFORMATION SECURITY AGREEMENT**

To: RACF Administration

\_\_\_ via email to: [racf.administration@twc.state.tx.us](mailto:racf.administration@twc.state.tx.us)  
(Document must be scanned and **encrypted** before sending)

\_\_\_ via fax to: 512-463-6394

\_\_\_ via mail to: RACF Administration  
Texas Workforce Commission  
101 East 15<sup>th</sup> Street, Room 0330  
Austin, Texas 78778-0001

From: **Travis County for the Benefit of Constable, Precinct 4 (Recipient)**

\_\_\_\_\_ (Recipient contact person name)

\_\_\_\_\_ (Recipient contact person email)

Re: **TWC Contract Number 2911PEN092**

Enclosed are the following documents:

**1) Completed TWC User Information Security Agreement**

**AND**

**2) TWC Information Technology Security Awareness training certificate**

Note: The TWC User Information Security Agreement must accompany the TWC Information Technology Security Awareness training certificate and include all signatures and the contract number. For questions on processing the TWC User Information Security Agreement, please email the RACF Administrator at [racf.administration@twc.state.tx.us](mailto:racf.administration@twc.state.tx.us).

**TWC Contract - Amendment Number: 2911PEN092**

**CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM**

**Please check the appropriate box and sign below:**

- No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.
- Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.
- Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

**Travis County for the Benefit of Constable, Precinct 4**

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

\_\_\_\_\_  
Date

GM200I13

TRAVIS COUNTY

8/25/11

Fiscal Year 2011

Account Balance Inquiry

16:39:46

Account number . . . . : 1-3401-569.60-99  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 34 CONSTABLE 4  
 Division . . . . . : 01 CIVIL  
 Activity basic . . . . : 56 PUBLIC SAFETY (LAW ENF)  
 Sub activity . . . . . : 9 CONSTABLE 4  
 Element . . . . . : 60 OTHER PURCHASED SERVICES  
 Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . : 0  
 Revised budget . . . . . : 1,875 08/24/2011  
 Actual expenditures - current . . : .00  
 Actual expenditures - ytd . . . . : 367.94  
 Unposted expenditures . . . . . : .00  
 Encumbered amount . . . . . : 1.00  
 Unposted encumbrances . . . . . : .00  
 Pre-encumbrance amount . . . . . : 1,500.00  
 Total expenditures & encumbrances: 1,868.94 99.7%  
 Unencumbered balance . . . . . : 6.06 0.3

F5=Encumbrances      F7=Project data      F8=Misc inquiry  
 F10=Detail trans    F11=Acct activity list    F12=Cancel      F24=More keys



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/6/11

**Prepared By/Phone Number:** Scott Wilson/854-9451

**Elected/Appointed Official/Dept. Head:** Cyd Grimes

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Approve Interlocal Agreement No. IL110272SW, Texas Workforce Commission, for Information Release for Travis County Constable Precinct Five.

**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 will provide on-line read-only access to wage record files, unemployment compensation claim benefit information and employer master files through specified TWC Agency mainframe computer screens.

Ø **Contract Expenditures:** Within the last 12 months \$1,500 has been spent against this contract.

Ø **Contract-Related Information:**

Award Amount: \$1,500

Contract Type: Interlocal

Contract Period: August 1, 2011 through July 31, 2012

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 538463

Funding Account(s): 001-3502-571-6099

Comments:

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



## **BRUCE ELFANT**

**TRAVIS COUNTY CONSTABLE, PRECINCT FIVE**

**CARLOS B. LOPEZ ~ CHIEF DEPUTY**

**Date:** August 24, 2011

**To:** Scott Wilson  
Travis County Purchasing Agent

**From:** Cinda Kortan  
Division Director

A handwritten signature in black ink, appearing to be "CK", is written over the printed name "Cinda Kortan".

**RE:** Contract No. IL110272SW

The Travis County Constable Precinct 5 requests approval of an interlocal agreement with the Texas Workforce Commission. The services received from the Texas Workforce Commission have been instrumental in assisting Travis County Constable Precinct 5 members with locating individuals involved in criminal cases.

The services for this contract will be funded out of line item 001-3502-571-6099.  
Contract Number IL110272SW  
Vendor Number – 0060196 Texas Workforce Commission  
Description – Information Release Agreement

If you have any questions, please call me at 854-9298.



**TRAVIS COUNTY COURTHOUSE COMPLEX ~ 1003 GUADALUPE ST. ~ AUSTIN, TEXAS 78701**

**PHONE (512) 854-9100 ~ FAX (512) 854-4228 ~ WWW.CONSTABLES.COM**

PURCHASE REQUISITION NBR: 0000538463

REQUISITION BY: CINDA EXT 49298

STATUS: READY FOR BUYER PROCESS  
 REASON: ATTN: SCOTT WILSON

DATE: 8/23/11

SHIP TO LOCATION: CONSTABLE PCT 5

SUGGESTED VENDOR: 60196 TEXAS WORKFORCE COMMISSION

DELIVER BY DATE: 9/01/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TWC ACCESS COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: ACCESS SERVICES, DATA	1.00	YR	1500.0000	1500.00	
REQUISITION TOTAL:					1500.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00135025716099	OTHER PURCHASED SERVICES	100.00	1500.00
		OTHER PURCHASED SERVICES		1500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

# Texas Workforce Commission

A Member of Texas Workforce Solutions

Tom Pauken, Chairman

Ronald G. Congleton  
Commissioner Representing  
Labor

Andres Alcantar  
Commissioner Representing  
the Public

Larry E. Temple  
Executive Director

August 11, 2011

Cinda Kortan, Division Manager  
Travis County for the Benefit of Constable, Precinct 5  
1003 Guadalupe St.  
Austin, TX 78701

Re: TWC Contract/s or Amendment/s

Dear Ms. Kortan:

Enclosed are original signature copies of the Contract/s or Amendment/s listed below:

TWC Contract - Amendment Number	Contract Manager/Phone Number
2911PEN093	Beth Anne Wiggins 512-463-1607

Please sign all the copies of the Contract/s or Amendment/s where indicated and complete the Contract/Amendment Language Change Certification Form for each transaction.

Retain one (1) set for your records and provide one (1) set to your Fiscal Agent (if applicable).

Texas Workforce Commission  
Contract Services Department  
101 East 15th Street, Room 350-T  
Austin, Texas 78778-0001  
Attn: Julia Ebinger

If you have any questions or need additional assistance regarding the contents of these documents prior to signature, please contact the contract manager at the number indicated above.

Sincerely,

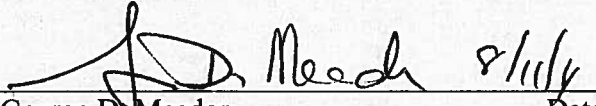


Marisela Ramirez  
Director, Contract Services Department

MR: je  
Enclosures



**TEXAS WORKFORCE COMMISSION**  
**PERFORMING AGENCY CONTRACT**

		<b>TWC Contract Number</b>	<b>2911PEN093</b>
<b>TITLE</b>	<b>INFORMATION RELEASE CONTRACT</b>		
<b>Recipient</b>			
<b>Name</b>	<b>Travis County for the Benefit of Constable, Precinct 5</b>		
<b>Mailing Address</b>	<b>1003 Guadalupe St.</b>		
<b>City/State/Zip</b>	<b>Austin, TX 78701</b>		
<b>Telephone Number</b>	<b>512-854-9298</b>		
<b>Contract Period</b>			
<b>Begin Date</b>	<b>August 1, 2011</b>	<b>End Date</b>	<b>July 31, 2012</b>
<b>Funding Information</b>			
The total amount of this contract will not exceed the sum of			<b>\$1,500.00</b>
<b>Remarks</b>			
This contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this contract and any referenced attachments.			
Online access only			
Number of online users and rate: 1-10 for \$1,500/year			
<b>Signature Authority</b>			
Each person signing this contract on behalf of Agency or Recipient hereby warrants that he or she has been fully authorized by the respective organization to:			
<ul style="list-style-type: none"> <li>• Execute this contract on behalf of the organization, and</li> <li>• Validly and legally bind the organization to all the terms, performances, and provisions of this contract.</li> </ul>			
<b>Agency Approval</b>		<b>Recipient Approval</b>	
Agency: <b>Texas Workforce Commission</b>		Recipient: <b>Travis County for the Benefit of Constable, Precinct 5</b>	
 George D. Meador Director of Information Technology		 Samuel T. Biscoe County Judge	
Date		Date	



TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

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<b>General Terms and Conditions</b>	
Section 1	Purpose and Legal Authority
Section 2	Term, Amendments, and Termination
Section 3	Consideration
Section 4	Protecting the Confidentiality of Records
Section 5	Inspection and Audit
Section 6	Breach of Agreement, Default, and Remedies
Section 7	Miscellaneous
Attachment A	Statement of Work - Project Obligations
Attachment A1	Protection of Confidentiality - 20 C.F.R. § 603.9
Attachment A2	TWC Data Security Policy
Attachment A3	Quarterly Self-Assessment Report
Attachment A4	TWC User Information Security Agreement
Attachment A5	Cover Sheet for Transmitting User Agreement

TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

**TEXAS WORKFORCE COMMISSION**  
**INFORMATION RELEASE CONTRACT**  
**GENERAL TERMS AND CONDITIONS**

**SECTION 1 – Purpose and Legal Authority**

- 1.1 This contract sets forth the obligations of the Texas Workforce Commission (Agency) and the Recipient identified on the cover page, hereinafter collectively referred to as “the Parties,” pursuant to Texas Labor Code §§ 301.061 and 302.002(c) with respect to Agency's release of proprietary information to Recipient. The obligations of the Parties are set forth in detail in **Attachment A** which is made a part hereof.
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act, Texas Government Code, Chapter 791, authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

**SECTION 2 – Term, Amendments, and Termination**

- 2.1 This contract shall be effective from the Begin Date to the End Date specified on the cover page.
- 2.2 Either party may suspend or terminate this contract at any time, on written notice to the other party specifying a termination date at least thirty (30) calendar days after the date of the notice. Such termination shall not relieve Recipient of the obligation to pay for all services prior to such termination at the rates provided herein, nor shall it entitle Recipient to any refund of the yearly subscription fee for online access to Agency records.
- 2.3 In the event of an emergency, Agency may suspend Recipient's online access without advance notice, and will reinstate access at the earliest practical time.
- 2.4 Agency may suspend all services without notice if Agency suspects a violation of the security provisions in **Attachment A**, Section 3. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of service will not result in security breaches. In the event of an extended suspension of service, Agency will notify Recipient as soon as possible.
- 2.5 Termination of this contract will not end Recipient's responsibility to protect the confidentiality of all Information obtained from Agency pursuant to this contract and remaining in Recipient's custody or control.

TEXAS WORKFORCE COMMISSION  
PERFORMING AGENCY CONTRACT

**SECTION 3 – Consideration**

- 3.1 Recipient agrees to pay Agency for services described in **Attachment A**.
- 3.2 Notwithstanding the rates set forth in **Attachment A**, Agency may unilaterally revise rates upon written notice to Recipient of at least thirty (30) calendar days.

**SECTION 4 – Protecting the Confidentiality of Records**

- 4.1 “Information” means any records obtained by Recipient from Agency, including records and data compilations provided orally, electronically, or on paper. Information shall also include records obtained by Recipient through online access to Agency electronic files. Recipient shall ensure that Information is used only for purposes authorized by law and consistent with this contract. Use of Information shall be subject to the provisions of this contract even if the Information is converted by Recipient into another format or medium or incorporated in any manner into Recipient’s records, files, or data compilations.
- 4.2 Recipient shall limit access to Information to its officers and employees who need access to the Information to achieve the purpose listed in **Attachment A**, Section 1. Recipient shall not transfer the authority or ability to access or maintain Information under this contract to any other person or entity.
- 4.3 Recipient shall create and maintain a system to store and process Information, including that maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain Information by any means. Recipient shall ensure that such system is sufficient to allow an audit of compliance with the requirements of this contract. Recipient shall store Information in a place physically secure from access by unauthorized persons.
- 4.4 Recipient shall comply with 20 Code of Federal Regulations (C.F.R.) § 603.9, incorporated herein by reference, regarding safeguarding Information and insuring its confidentiality. A copy of 20 C.F.R. § 603.9 is attached as **Attachment A1**.
- 4.5 Recipient shall instruct all personnel having access to Information about all confidentiality requirements including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in this contract and under state and federal law for unauthorized disclosure of Information. Recipient acknowledges that all personnel who will have access to Agency Information have been instructed in accordance with the terms of this contract.
- 4.6 Recipient shall notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Information or any Agency data has been or may be compromised in any way.
- 4.7 Recipient shall dispose of Information and any copies thereof after the purpose set out in **Attachment A**, Section 1, is achieved, except for Information possessed by any court. Disposal means return of Information to Agency or destruction of Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of all Information within thirty (30) calendar days after the termination or expiration of this contract.

TEXAS WORKFORCE COMMISSION  
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- 4.8 Texas Labor Code § 301.085 provides that unemployment compensation information is not public information for purposes of the Public Information Act, Texas Government Code, Chapter 552. Recipient shall not release any Information in response to a request made under the Public Information Act or to a request made under any other law, regulation, or ordinance addressing public access to government records. Recipient shall inform Agency within twenty-four (24) hours of receipt by Recipient of service of a subpoena or citation in any action seeking access to Information.
- 4.9 Recipient shall notify Agency within twenty-four (24) hours of the receipt of any subpoena, other judicial request, or request for appearance for testimony upon any matter concerning Information.

**SECTION 5 – Inspection and Audit**

- 5.1 Recipient shall fully cooperate with any on-site inspections and monitoring activities of Agency. So that Agency may audit Recipient's compliance with the requirements of state and federal law and this contract, Recipient shall permit Agency access to all sites containing Information, including Information maintained electronically, and to all workplaces used by personnel who have access to Information.
- 5.2 Recipient shall keep and maintain full, true, and complete and accurate records as necessary to fully disclose to Agency, the Texas State Auditor's Office, the United States government, and their authorized representatives sufficient information to determine compliance with this contract.

**SECTION 6 – Breach of Agreement, Default, and Remedies**

If Recipient or any official, employee, or agent of Recipient fails to comply with any provision of this contract, including timely payment of Agency's invoices, Agency may suspend services to Recipient (including any Information disclosure being processed) until Agency is satisfied that corrective action has been taken to assure that there will be no future breach. In the absence of prompt and satisfactory corrective action to cure default and assure future compliance with contract requirements, this contract shall be cancelled and Recipient shall surrender to Agency all Information and copies thereof that have not previously been returned to Agency, and any other Information relevant to this contract, which was obtained under this contract. Cancellation of this contract shall not limit Agency from pursuing penalties under state and federal law for the unauthorized disclosure of confidential Information. Agency shall undertake any other action under this contract, or under any law of the State or of the United States, to enforce this contract, secure satisfactory corrective action, and return of the Information. Agency shall take other remedial actions permitted under state or federal law to enforce this contract and 20 C.F.R. Part 603 including seeking damages, penalties, and restitution for all costs incurred by Agency in enforcing this contract and responding to Recipient's breach.

**SECTION 7 – Miscellaneous**

- 7.1 This contract shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules. Venue of any suit brought under this contract shall be in a court of competent jurisdiction in Travis County, Texas. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY AGENCY.**

TEXAS WORKFORCE COMMISSION  
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- 7.2 Recipient agrees to notify Agency in writing within ten (10) calendar days of any significant change affecting Recipient and Recipient's identity, including but not limited to changes in its ownership or control, name, governing board membership, authority of governing board, officeholders, or vendor identification number.
- 7.3 Agency's failure to enforce any provision of this contract does not constitute a waiver of that provision or any other provision.
- 7.4 Recipient, its employees, agents, contractors, and subcontractors agree to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs of liability arising from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use of Information by Recipient.
- 7.5 If any provision of this contract is held to be unenforceable by a court, this contract shall be construed as if such provision did not exist and the unenforceability of such provision will not render any other provision or provisions of this contract unenforceable.
- 7.6 This contract is the entire agreement between the Parties. Any changes, deletions, extensions, or amendments shall be in writing and signed by both parties, except for revisions to rates as described in Section 3.2 of these General Terms and Conditions.

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TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**Attachment A**

**CONTRACT NUMBER 2911PEN093**

**INFORMATION RELEASE CONTRACT BETWEEN TEXAS WORKFORCE COMMISSION  
AND  
TRAVIS COUNTY FOR THE BENEFIT OF CONSTABLE, PRECINCT 5**

**STATEMENT OF WORK – PROJECT OBLIGATIONS**

**SECTION 1 – Project Abstract**

The purpose of this contract is to provide Recipient with Agency's current unemployment compensation Information as follows:

- Direct online access to Agency computer files for the following:
  - Wage Records;
  - Unemployment Compensation Claim Benefit Information - limited access; and
  - Employer Master File Inquiry.

Subject to the security and confidentiality provisions of this contract, Recipient shall use Information obtained from Agency solely for the following specific purpose: **to assist in locating persons with outstanding warrants**. Any other use of the Information by Recipient shall be a breach of this contract.

**SECTION 2 – Obligations of Agency**

- 2.1 Agency authorizes online "read-only" access to the following Agency mainframe computer screens:
  - Wage Records File (**BN75 screen**);
  - Unemployment Compensation Claim Benefit Information - limited access (**CMES, CTCS, and BPCS screens**); and
  - Employer Master File Inquiry (**IRS6 screen**).
- 2.2 Online access to Agency's data will routinely be available to Recipient Users on Monday through Friday, 8:00 a.m. to 5:00 p.m. Central Time, excluding State holidays. Access to Agency's data may not be available at other times due to Agency's computer maintenance needs.
- 2.3 Agency reserves the right to conduct monitoring, evaluation, and audit of Recipient's access to Agency's Information, as provided under this contract.
- 2.4 Agency records include Information provided to Agency by third parties including employers and employees. Agency does not warrant or guarantee the accuracy of Information provided under this contract.

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT**SECTION 3 – Obligations of Recipient**

- 3.1 Recipient shall not release or otherwise make accessible to any other party, the Information obtained hereunder except as specifically required in order to discharge the official duties described herein. Recipient shall not release any Information without the written consent of Agency. Recipient shall maintain sufficient safeguards over all Information obtained from Agency to prevent unauthorized access to or redisclosure of any Information provided hereunder.
- 3.2 Security measures utilized by Recipient for the protection of Agency's confidential Information will conform, at a minimum, to the federal regulations contained in 20 C.F.R. Part 603 and to the Texas Workforce Commission Data Security Policy, **Attachment A2**.
- 3.3 All Recipient Users granted access under this contract to Agency data must execute Agency's User Information Security Agreement and complete **TWC Information Technology Security Awareness** training prior to being assigned a security password for online access to Agency data. A copy of the User Information Security Agreement is attached as **Attachment A4**. A copy of an executed User Information Security Agreement with certification of completion of **TWC Information Technology Security Awareness** training must be received by the Agency contact person listed in this contract before a Security Password will be issued. Each User Information Security Agreement submitted must be cosigned by the supervisor of the Recipient User. Executed Recipient User Information Security Agreements must be submitted by Recipient contact person listed in this contract with a completed Cover Sheet for Transmitting User Information Security Agreement which is attached as **Attachment A5**.
- 3.4 Recipient must maintain on file a signed copy of the User Information Security Agreement and certification of completion of **TWC Information Technology Security Awareness** training for each Recipient User. The security password for an individual Recipient User shall be immediately revoked upon termination of that individual or upon reassignment of a Recipient User into a position not authorized to access Agency's Information. Recipient shall notify Agency within three (3) calendar days of the resignation or termination of a Recipient User. Failure to revoke access of a Recipient User who has been terminated or reassigned and inform Agency of any termination or reassignment of a Recipient User shall be a breach of this contract and may result in immediate suspension of all access and termination of the contract as well as other penalties provided by law and this contract. All security codes, Recipient User names and passwords issued under this contract shall be cancelled upon the expiration of the contract. One (1) year after the Begin Date of this contract and each year on the anniversary date of the Begin Date of this contract for the term of this contract so long as the contract or any renewal thereof shall be operative, access by a Recipient User shall be cancelled unless within thirty (30) calendar days of the anniversary date Recipient submits a new User Information Security Agreement executed by Recipient User no more than thirty (30) calendar days prior to the date submitted, with an attached certification of completion of **TWC Information Technology Security Awareness** training dated no more than thirty (30) calendar days before submission. Agency will grant access to a **maximum of ten (10) Recipient Users**, all of whom shall be direct Recipient employees. Recipient shall screen potential Users and shall submit User Information Security Agreements for only those employees whom Recipient has determined shall pose no threat to the security of Agency Information.
- 3.5 Recipient Users shall not change or update any Information contained in Agency's computer stored files. Recipient Users shall not use any automated system or software to make multiple queries of Agency's computer stored files.

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INFORMATION RELEASE CONTRACT

- 3.6 Recipient shall not place Information obtained from Agency on mobile, remote, or portable storage devices; nor shall Recipient remove storage media from the facility used by Recipient without the prior written authorization of Agency.
- 3.7 Recipient Users are authorized to access Agency's Information for the official purposes listed in Section 1 of this **Attachment A** only and may not divulge information obtained under this contract to any other individual or entity, except as strictly required to accomplish the official purposes listed in Section 1 of this **Attachment A**.
- 3.8 Recipient agrees to adopt and implement security guidelines and to ensure that only authorized Recipient Users will have access to view Agency's confidential Information and that any screen dump or other extraction of Agency Information will be protected from unauthorized use or redisclosure.
- 3.9 Recipient will be solely responsible for disseminating any Information provided by Agency to the remainder of Recipient Users.
- 3.10 Recipient agrees to notify Agency immediately if a security violation of this contract is detected, or if Recipient suspects that the security or integrity of Agency's Information has been or may be compromised in any way.
- 3.11 Texas Labor Code § 301.085 provides that unemployment compensation information is not public information for purposes of Texas Government Code, Chapter 552. Recipient shall not release any Information obtained from Agency under this contract in response to a request made under Texas Government Code, Chapter 552, or to a request made under any other law, regulation, or ordinance addressing public access to government records.
- 3.12 Recipient will pay each invoice on or before the 30th calendar day following the date of receipt of the bill from Agency. Recipient shall send the payment to the address listed on the invoice along with a copy of the invoice.
- 3.13 Recipient will treat Wage Records, Unemployment Compensation Claim Benefit Information, and Employer Tax Records obtained from Agency as confidential as required under Texas Labor Code § 301.081 and the Social Security Act of 1934.
- 3.14 Recipient shall establish and maintain security safeguards and procedures to guarantee the confidentiality of all Information obtained from Agency. Such safeguards shall, at a minimum, comply with the requirements found at 20 C.F.R. § 603.9, a copy of which is attached as **Attachment A1** and the requirements included in this contract.
- 3.15 Recipient's procedures to safeguard Information provided shall be subject to audit by Agency.
- 3.16 Recipient shall be responsible to provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency's mainframe data base.
- 3.17 Recipient agrees to accept liability for any damage to Agency's hardware, software, or Information when such damage is caused by the actions of employees or agents of Recipient, whether authorized or unauthorized Users pursuant to this contract.
- 3.18 Recipient shall pay a **fifteen hundred dollar (\$1,500.00)** annual subscription fee for the online access described in Section 2.1 of this **Attachment A**. The twelve (12) calendar month period covered by the



TEXAS WORKFORCE COMMISSION  
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yearly subscription fee begins on the Begin Date listed in this contract. Payment of the yearly subscription fee is due within thirty (30) calendar days from the Begin Date listed in this contract. The yearly subscription fee is nonrefundable and shall not be prorated in the event of early termination of this contract or suspension of services. Recipient shall send the payment to the address listed on the invoice and shall include with the payment a copy of the invoice.

- 3.19 Recipient shall submit to Agency a fully-executed Quarterly Self-Assessment Report, a copy of which is attached as **Attachment A3**, on the next-occurring quarterly filing date after the Begin Date of this contract, and on each quarterly filing date for as long as this contract is in effect. The quarterly filing dates are January 1, April 1, July 1, and October 1. Each report must have been signed within the calendar month preceding the filing date.

**SECTION 4 – Contact Persons**

In all communications with Agency, Recipient shall include a reference to the TWC Contract Number. The Parties designate the following primary liaisons for implementation of this contract:

**AGENCY CONTACT PERSON**

External Data Sharing Contracts Manager  
Office of General Counsel  
Texas Workforce Commission  
101 E. 15<sup>th</sup> St., Room 266  
Austin, TX 78778-0001

Phone: 512-463-1607 or 512-936-2134

Fax: 512-463-2990

Email: [ORContracts.Management@twc.state.tx.us](mailto:ORContracts.Management@twc.state.tx.us)

**RECIPIENT CONTACT PERSON**

Cinda Kortan  
Division Manager  
Travis County Constable, Precinct 5  
1003 Guadalupe St.  
Austin TX 78701

Phone: 512-854-9298

Email: [Cinda.kortan@co.travis.tx.us](mailto:Cinda.kortan@co.travis.tx.us)

**RECIPIENT BILLING INFORMATION**

Same as above.

Recipient may request a change in Recipient Contact Person by submitting to Agency a written request signed by the same individual with signature authority who signed on behalf of Recipient on page one of this contract. All changes in Recipient Contact Person must be approved in writing by Agency. Agency shall provide Recipient with written notification of any change in Agency Contact Person.

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TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**Attachment A1**

**PROTECTION OF CONFIDENTIALITY**

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, DEPARTMENT OF LABOR  
PART 603--FEDERAL-STATE UNEMPLOYMENT COMPENSATION(UC) PROGRAM; CONFIDENTIALITY AND  
DISCLOSURE OF STATE UC INFORMATION  
SUBPART B--CONFIDENTIALITY AND DISCLOSURE REQUIREMENTS

**20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?**

- (a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.
- (b) Safeguards to be required of recipients.
- (1) The State or State UC agency must:
- (i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;
  - (ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;
  - (iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;
  - (iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;
  - (v) Require each recipient agency or entity to:
    - (A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and
    - (B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.
  - (vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

- personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and
- (vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.
- (2) In the case of disclosures made under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also –
- (i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose;
- (ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.
- (c) Redisdisclosure of confidential UC information.
- (1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:
- (i) To the individual or employer who is the subject of the information;
- (ii) To an attorney or other duly authorized agent representing the individual or employer;
- (iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;
- (iv) In response to a subpoena only as provided in § 603.7;
- (v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;
- (vi) From one public official to another if the redisclosure is authorized by the State law;
- (vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or
- (viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).
- (2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.
- (d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

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TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**Attachment A2**

**TEXAS WORKFORCE COMMISSION DATA SECURITY POLICY**

It is the policy of the Texas Workforce Commission (Agency) to promote a secure environment for employees and clients, and to maintain management controls necessary for the safekeeping of Agency's resources and assets.

Employees, physical property, and information related to the conduct of Agency operations are assets, entrusted to the care of Agency by the citizens of this state. Safeguarding the security and integrity of these assets and using them in a cost-effective manner are basic responsibilities of Agency.

The Agency relies heavily on its electronic data processing systems to meet its operational, financial, and informational requirements. It is essential that these critical systems are protected from accidents and misuse of all kinds, and that both the computer system and the data that they process be operated and maintained in a secure environment.

It will be the responsibility of the Data Security Manager of the RECIPIENT AGENCY to determine and assign the computer access codes required for a user to perform the assigned job duties. Access to computerized data will be limited to just that data needed to do the assigned job.

It is the responsibility of the Data Security Manager of the RECIPIENT AGENCY to make certain that all users are aware of, and comply with, the Agency's rules and regulations within their office.

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TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

Attachment A3

QUARTERLY SELF-ASSESSMENT REPORT

Recipient confirms that it is in compliance with the following requirements of 20 C.F.R. § 603.9:

1. Recipient uses the disclosed Information only for purposes authorized by law and consistent with the allowed use set forth in the contract between Recipient and the Texas Workforce Commission (Agency). Yes: \_\_\_\_\_ No: \_\_\_\_\_
2. Recipient stores the disclosed Information in a place physically secure from access by unauthorized persons. Yes: \_\_\_\_\_ No: \_\_\_\_\_
3. Recipient stores and processes disclosed Information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the Information by any means. Yes: \_\_\_\_\_ No: \_\_\_\_\_
4. Recipient undertakes precautions to ensure that only authorized personnel are given access to disclosed Information stored in computer systems. Yes: \_\_\_\_\_ No: \_\_\_\_\_
5. Recipient has instructed all personnel having access to the disclosed Information about confidentiality requirements, the requirements of 20 C.F.R. § 603.9, and the sanctions specified in State law for unauthorized disclosure of information (Each violation is a Class A Misdemeanor, punishable by a fine of \$4,000, a year in jail, or both). **By your signature below you acknowledge that all personnel having access to the disclosed Information have been instructed in accordance with paragraph (b)(1)(v)(A) of 20 C.F.R. § 603.9.** Yes: \_\_\_\_\_ No: \_\_\_\_\_
6. Recipient adheres to the Agency confidentiality requirements and procedures which are consistent with 20 C.F.R. § 603.9 and the requirements of the contract between Recipient and Agency and shall report any infraction of these rules to Agency fully and promptly. Yes: \_\_\_\_\_ No: \_\_\_\_\_
7. Recipient disposes of Information disclosed or obtained, and any copies thereof made by Recipient, after the purpose for which the Information is disclosed is served or as required by court order. Disposal means return of the Information to Agency or destruction of the Information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. Yes: \_\_\_\_\_ No: \_\_\_\_\_
8. Recipient ensures that the Information disclosed shall not be retained with personal identifiers for longer than such period of time as TWC deems appropriate. Yes: \_\_\_\_\_ No: \_\_\_\_\_
9. Recipient maintains a system sufficient to allow an audit of compliance with the requirements of 20 C.F.R. Part 603 and the contract between Recipient and Agency. Yes: \_\_\_\_\_ No: \_\_\_\_\_ [Describe, in an attachment, your system that allows audit of compliance.]

**By signature hereon, the contract signatory or the entity's internal auditor certifies that:**  
All statements and information prepared and submitted in the response to this Quarterly Self-Assessment Report are current, complete, and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

**Contract Number 2911PEN093**  
**Travis County for the Benefit of Constable, Precinct 5**

**Return this Report to:** External Data Sharing Contracts Manager | Office of General Counsel  
Texas Workforce Commission | 101 East 15<sup>th</sup> Street, Room 266 | Austin, Texas 78778-0001  
Fax: 512-463-2990  
Email: [ORContracts.Management@twc.state.tx.us](mailto:ORContracts.Management@twc.state.tx.us)

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

Attachment A4  
CONTRACT NUMBER 2911PEN093

TEXAS WORKFORCE COMMISSION  
USER INFORMATION SECURITY AGREEMENT

I, \_\_\_\_\_  
(Print Name) (Social Security Number)  
\_\_\_\_\_  
(User phone number) (User work street address) (User email)

acknowledge that, as a Recipient User, I will be assigned a personal User Identification Code (User ID) and password that I will use to activate computer devices that access the Texas Workforce Commission's computer system. I understand that I will be held personally accountable for my actions and any activity performed under my User ID. Under no circumstances will I allow my User ID and confidential password to be used by any other individual, nor will I use one belonging to someone else. I understand that any violation of this User Agreement including allowing any other individual to use my User ID or confidential password may be a violation of the Texas Penal Code and may result in the termination of the contract between Texas Workforce Commission and Travis County for the Benefit of Constable, Precinct 5 for online data access. The use of Information obtained from the Texas Workforce Commission's computer system is limited to the following purpose only: to assist in locating persons with outstanding warrants.

I understand that online access under the above-described contract is limited to: Wage Records File (BN75 screen); Unemployment Compensation Claim Benefit Information - limited access (CMES, CTCS, BPCS screens); and Employer Master File Inquiry (IRS6 screen).

I will not enter any unauthorized Information, or make any changes to Information. I will not disclose any Information without prior authorization from the Texas Workforce Commission.

I understand that under Texas Labor Code § 301.085, all Information I obtain under this User Agreement is confidential and that it is a criminal offense to solicit, disclose, receive or use, or to authorize, permit, participate in, or acquiesce in another person's use of, Information that reveals: (1) identifying information regarding any individual or past or present employer; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer. This offense is punishable by as much as a year in jail, a fine up to \$4,000, or both.

I understand that under Texas Penal Code § 33.02(a), it is a criminal offense knowingly to access a computer, computer network, or computer system without the effective consent of the owner. Depending on the circumstances, the offense is punishable by 180 days in jail (minimum) up to 99 years or life in prison (maximum), a fine of \$2,000-\$10,000, or both.

I have read and have had explained to me the security and confidentiality requirements of 20 C.F.R. Part 603 and the contract with the Texas Workforce Commission. I understand and agree to abide by these requirements. I also understand that if I violate any of these standards I may be subject to disciplinary action or prosecution under one or more applicable statutes, and I may jeopardize the contract with the Texas Workforce Commission.

\_\_\_\_\_  
Signature of User Date Printed Name

**Supervisor Approval:** I have instructed the User listed above about all confidentiality requirements applicable to data obtained under the contract with the Texas Workforce Commission including the requirements of 20 C.F.R. Part 603 as well as the sanctions specified in the Information Release Contract and in state law for unauthorized disclosure of information.

\_\_\_\_\_  
Signature of Supervisor Date Printed Name

**Contract Signatory or Recipient Contact Person Approval:**

\_\_\_\_\_  
Signature of Contract Signatory or Recipient Contact Person Date Printed Name

*Distribution Instructions for User Information Security Agreement: Entity employing the User must retain the original user agreement. The User must be provided a copy by their employer. The entity employing the User must transmit a copy to the Texas Workforce Commission and must attach the following cover sheet.*

TEXAS WORKFORCE COMMISSION  
INFORMATION RELEASE CONTRACT

**Attachment A5**

**COVER SHEET FOR TRANSMITTING USER INFORMATION SECURITY AGREEMENT**

To: RACF Administration

\_\_\_ via email to: [racf.administration@twc.state.tx.us](mailto:racf.administration@twc.state.tx.us)  
(Document must be scanned and **encrypted** before sending)

\_\_\_ via fax to: 512-463-6394

\_\_\_ via mail to: RACF Administration  
Texas Workforce Commission  
101 East 15<sup>th</sup> Street, Room 0330  
Austin, Texas 78778-0001

From: **Travis County for the Benefit of Constable, Precinct 5 (Recipient)**

\_\_\_\_\_ (Recipient contact person name)

\_\_\_\_\_ (Recipient contact person email)

Re: **TWC Contract Number 2911PEN093**

Enclosed are the following documents:

**1) Completed TWC User Information Security Agreement**

**AND**

**2) TWC Information Technology Security Awareness training certificate**

Note: The TWC User Information Security Agreement must accompany the TWC Information Technology Security Awareness training certificate and include all signatures and the contract number. For questions on processing the TWC User Information Security Agreement, please email the RACF Administrator at [racf.administration@twc.state.tx.us](mailto:racf.administration@twc.state.tx.us).

**TWC Contract - Amendment Number: 2911PEN093**

**CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM**

**Please check the appropriate box and sign below:**

- No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.
- Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.
- Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

**Travis County for the Benefit of Constable, Precinct 5**

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

\_\_\_\_\_  
Date



GM200I13

TRAVIS COUNTY

8/25/11

Fiscal Year 2011

Account Balance Inquiry

16:39:24

Account number . . . : 1-3502-571.60-99  
 Fund . . . . . : 001 GENERAL FUND  
 Department . . . . . : 35 CONSTABLE 5  
 Division . . . . . : 02 CRIMINAL  
 Activity basic . . . . : 57 PUBLIC SAFETY (LAW ENF)  
 Sub activity . . . . . : 1 CONSTABLE 5  
 Element . . . . . : 60 OTHER PURCHASED SERVICES  
 Object . . . . . : 99 OTHER PURCHASED SERVICES

Original budget . . . . . :	0	
Revised budget . . . . . :	1,500	08/25/2011
Actual expenditures - current . :	.00	
Actual expenditures - ytd . . . :	.00	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	1,500.00	
Total expenditures & encumbrances:	1,500.00	100.0%
Unencumbered balance . . . . . :	.00	0.0

**F5=Encumbrances      F7=Project data      F8=Misc inquiry**  
**F10=Detail trans      F11=Acct activity list      F12=Cancel      F24=More keys**



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/6/11

**Prepared By/Phone Number:** Tim Pautsch Phone #: 854-7689

**Division Director/Manager:** Anna Bowlin

**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 a Cash Security Agreement with Gehan Homes for sidewalk fiscal for Commons at Rowe Lane IIB, in Precinct Two.

### BACKGROUND/SUMMARY OF REQUEST:

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

### STAFF RECOMMENDATIONS:

Gehan Homes, proposed to use this Cash Security Agreement, as follows: Phase IIB all lots, \$7,500.00, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

### ISSUES AND OPPORTUNITIES:

None

### FISCAL IMPACT AND SOURCE OF FUNDING:

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

### ATTACHMENTS/EXHIBITS:

Cash Security Agreement, Map of subdivision.

### REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Engineering Svcs Div Dir	TNR	854-7561
Stacey Scheffel (SS)	On-Site Sewage Fac Program Mgr	TNR	854-7565

**CC:**

Tim Pautsch	Engineering Specialist	TNR	854-7689

**TP:AB:tp**

**1101 - Development Services - Commons at Rowe Lane IIB**

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: *Celvin Homes*

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ *7,500.00* ADDRESS: \_\_\_\_\_

SUBDIVISION: *COMMONS C ROWE LANE* <sup>*113*</sup> LOT: \_\_\_\_\_ BLOCK: \_\_\_\_\_

DATE OF POSTING: *8/11/11*

EXPIRATION DATE: Three Years, or more from Date of Posting

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

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

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

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

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

Cash Security Agreement - Sidewalks  
Page 2

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: JMM

GERMAN HOMES, LTD.

PRINT: JONATHAN MANN

3815 S. CAPITAL OF TX HWY, STE 275

TITLE: PURCHASING COORDINATOR

AUSTIN, TX 78704

PHONE: (512) 330-9366 x4219

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

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

\_\_\_\_\_  
Date

PHOTOGRAPHIC MYLAR \$92.00

5-10-2011

201100082

# FINAL PLAT THE COMMONS AT ROWE LANE PHASE II B

**LAND USE**  
SINGLE FAMILY LOTS- 6  
DRAINAGE EASEMENT- OPEN SPACE LOTS- 3 (67.53 AC.)  
BIKE & BIKE LOT- 1 (0.055 AC.)

**CUMULATIVE DENSITY CALCULATIONS**  
TOTAL NUMBER OF RESIDENTIAL UNITS: 81  
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 19,158 AC.

**ACREAGE**  
BLOCK A 0.631 AC.  
BLOCK DD 2.741 AC.  
BLOCK DD 4.843 AC.  
BLOCK E 4.583 AC.  
BLOCK EE 4.361 AC.  
BLOCK FF 4.822 AC.  
RIGHT-OF-WAY 4.764 AC.  
TOTAL ACREAGE 20.445 AC.

**BEARING BASIS**  
THE COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83 (83) HARN, U.S. SURVEY FEET. THE BEARINGS ARE GRID. THE DISTANCES SHOWN ARE SURFACE DISTANCES. TO OBTAIN GRID USE A COMBINED SCALE FACTOR OF 0.99990001.

**BENCHMARK LIST**  
BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13' LINE OAK APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY. ELEV. = 687.87 SURFACE COORDINATES N=10152756.1302 E=3167197.6117  
BM#2: APPROX MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE LIP. ELEV. = 685.10 SURFACE COORDINATES N=10154129.0819 E=3168557.0961

**REAGAN CURTIS STEPHENS**  
7.85 ACRES  
DOC. NO. 20012862318  
O.P.R.T.C.T.

**JACOB CASNER SURVEY**  
ABSTRACT NO. 2753

**MARR A DONNELL**  
MINBERLY V. DONNELL  
5.21 ACRES  
DOC. NO. 198902022  
O.P.R.T.C.T.

**THE COMMONS AT ROWE LANE, L.P.**  
(10.032 ACRES)  
DOC. NO. 200504536  
O.P.R.T.C.T.

**PUBLIC RIGHT-OF-WAY**  
(0.632 ACRES)  
DOC. NO. 200704114  
O.P.R.T.C.T.

**CENTERLINE OF 20' WIDE WASTEWATER UTILITY AND ACCESS EASEMENT**  
(1.768 ACRES)  
DOC. # 2004188530 (TRAV. CO.)

**4.361 AC. DRAINAGE EASEMENT & OPEN SPACE**  
100-YEAR FLOODPLAIN FEMA FIRM NO. 4845C02808H SEPT. 23, 2009

**THE COMMONS AT ROWE LANE, L.P.**  
PORTION OF 108,528 ACRES  
DOCUMENT NO. 200502370  
(17.35 ACRES SAVE AND EXCEPT TRACT) "NOT PART OF THIS SUBDIVISION"

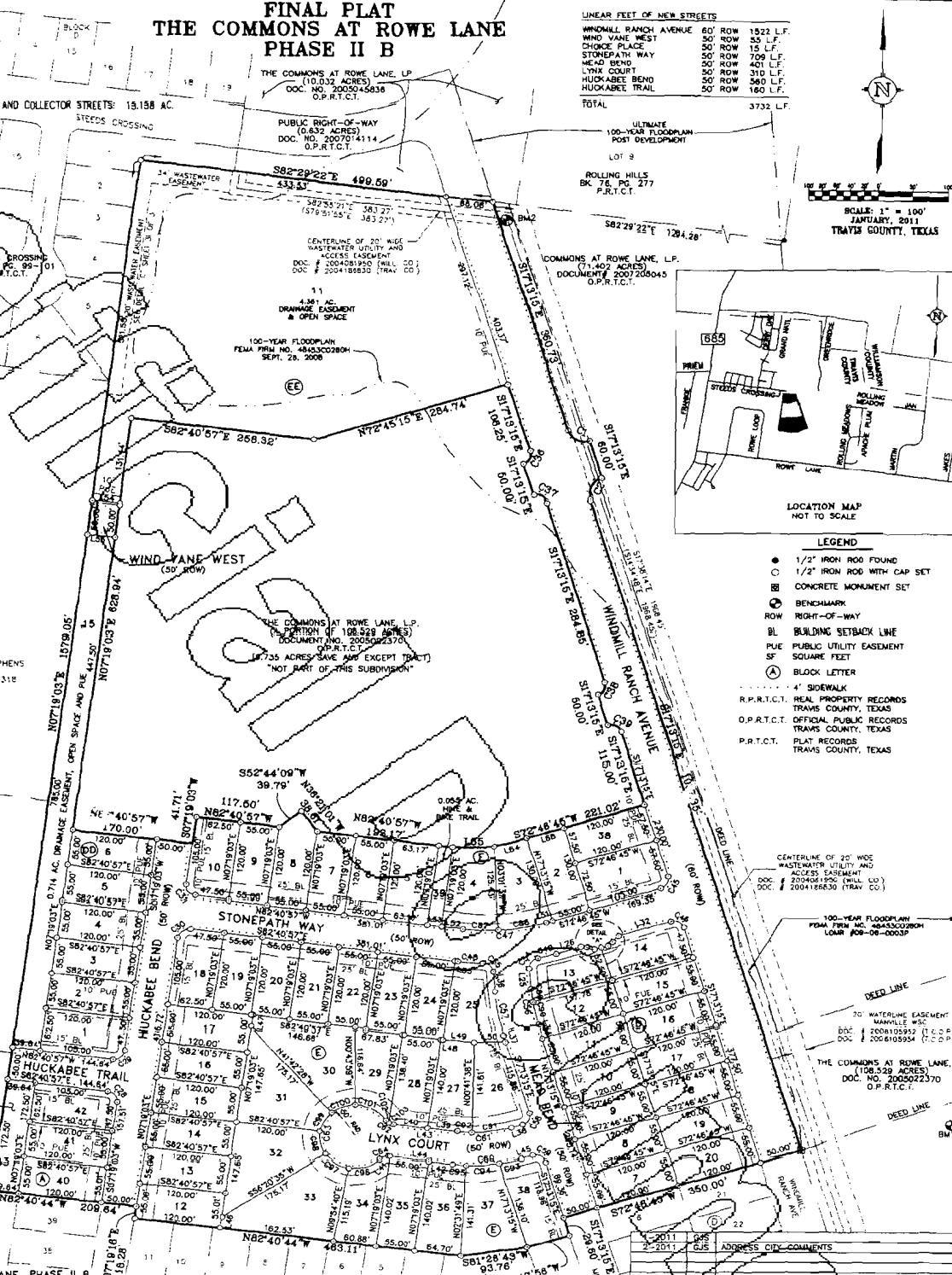
**100-YEAR FLOODPLAIN**  
FEMA FIRM NO. 4845C02808H SEPT. 23, 2009

**THE COMMONS AT ROWE LANE, L.P.**  
(108,528 ACRES)  
DOC. NO. 200502370  
O.P.R.T.C.T.

**30' WATERLINE EASEMENT**  
MANHOLE W-50  
DOC. # 2004105992 (I.C.D.P.)  
DOC. # 2006105994 (I.C.D.P.R.)

**OWNER/SUBDIVIDER:** THE COMMONS AT ROWE LANE, LP  
2929 WEST 5TH STREET, SUITE A  
FORT WORTH, TEXAS 76107  
PHONE: (817)332-9600 FAX: (817)332-1400

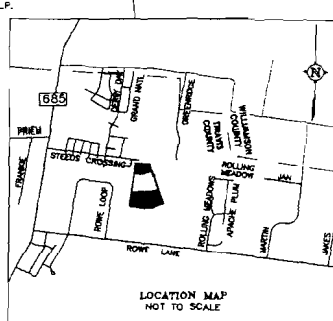
**ACREAGE:** 20.445 AC.  
**SURVEY:** JACOB CASNER SURVEY A-2753  
**NUMBER OF BLOCKS:** 6  
**NUMBER OF LOTS:** 65  
**LINEAR FEET OF NEW STREETS:** 3732 LF.  
**SURVEY DATE:** JULY, 2009  
**SURVEYOR:** ZWA  
ZAMORA, L.L.C.  
1435 SOUTH LOOP 4  
P.O. BOX 1038  
BLUJA, TEXAS 78610  
PHONE: (512)285-6201 FAX: (512)285-5091  
**ENGINEER:** GRAY + JANSING & ASSOCIATES, INC.  
8217 SHOAL CREEK BLVD., SUITE 200  
AUSTIN, TEXAS 78757-7592  
PHONE: (512)452-0371 FAX: (512)454-9933  
TBEF FIRM # 2946



**LINEAR FEET OF NEW STREETS**

WINDMILL RANCH AVENUE	60'	ROW	1522 LF.
WIND VANE WEST	50'	ROW	55 LF.
CHICK PLACE	50'	ROW	15 LF.
STONEPATH WAY	50'	ROW	709 LF.
HEAD BEND	50'	ROW	401 LF.
LYNX COURT	50'	ROW	310 LF.
HUCKABEE BEND	50'	ROW	580 LF.
HUCKABEE TRAIL	50'	ROW	160 LF.
<b>TOTAL</b>			<b>3732 LF.</b>

**ULTIMATE 100-YEAR FLOODPLAIN POST DEVELOPMENT**  
LOT 9  
ROLLING HILLS BK 7B, PLOT 277 P.R.T.C.T.



- LEGEND**
- 1/2" IRON ROD FOUND
  - 1/2" IRON ROD WITH CAP SET
  - CONCRETE MONUMENT SET
  - ⊕ BENCHMARK
  - ROW RIGHT-OF-WAY
  - BL BUILDING SETBACK LINE
  - PUE PUBLIC UTILITY EASEMENT
  - SF SQUARE FEET
  - Ⓐ BLOCK LETTER
  - ..... 4' SIDEWALK
  - R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS
  - O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS
  - P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS

DATE BY REVISIONS

**ZWA**  
Zamora, L.L.C.  
Professional Land Surveyors  
1435 South Loop 4, P.O. Box 1038, Blujita, Texas 78610  
Tel (512) 285-6201 Fax (512) 285-5091

**GRAY + JANSING & ASSOCIATES, INC.**  
Consulting Engineers  
8217 Shoal Creek Blvd., Suite 200  
Austin, Texas 78757-7592  
(512)462-0371 FAX:(512)464-9933  
TBEF FIRM # 2946

TECH: WOOD SURV: GRZ  
DATE: JULY, 2009 SCALE: 1" = 100'  
DRAWING FILE: 06-015-11 PHASE 2B REV-SHEET1.DWG  
PROJECT: COMMONS @ ROWE LANE  
JOB NO: 06-015-11

SHEET 3 OF 3

Sidewalk Fiscal Required on ALL lots before Permit is issued. (4P)



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/6/11

**Prepared By/Phone Number:** Tim Pautsch Phone #: 854-7689

**Division Director/Manager:** Anna Bowlin AM

**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 a Cash Security Agreement with Highland Homes, Ltd., for sidewalk fiscal for Commons at Rowe Lane IIA, in Precinct Two.

### BACKGROUND/SUMMARY OF REQUEST:

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

### STAFF RECOMMENDATIONS:

Highland Homes, Ltd., proposed to use this Cash Security Agreement, as follows: Phase IIA for Lot 13 Block L, \$780.00, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

### ISSUES AND OPPORTUNITIES:

None

### FISCAL IMPACT AND SOURCE OF FUNDING:

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

### ATTACHMENTS/EXHIBITS:

Cash Security Agreement, Map of lot.

### REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Engineering Svcs Div Dir	TNR	854-7561
Stacey Scheffel (SS)	On-Site Sewage Fac Program Mgr	TNR	854-7565

**CC:**

Tim Pautsch	Engineering Specialist	TNR	854-7689

**TP:AB:tp**

**1101 - Development Services - Commons at Rowe Lane IIA**



§ 82,1006. EXHIBIT 82.401 (C )

( c ) CASH SECURITY AGREEMENT

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$ 780.00

SUBDIVISION: Commons at Rowe Lane IIA or 3A  
 Address: 20916 Windmill Ridge Lot: 13 Block: L

DATE OF POSTING: 8-15-11

EXPIRATION DATE: Three Years, or more from Date of Posting

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

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

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

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

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of

Cash Security Agreement/Sidewalks  
Page 2

constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/ BUILDER and the County.

If the street right of way covered by this Cash Security Agreement is annexed, for full purposes by a City, then the ESCROW AGENT shall be construed to mean "the City" and the funds, plus interest, can be transferred to the annexing City.

All escrowed funds will be invested and interest paid at the rate Travis County receives for its 90-day accounts. Additionally, a \$25.00 investment fee will be charged, for every 90 days, Travis County holds the funds.

**DEVELOPER/ BUILDER**

Signature: Cynthia Hicock

Name: Cynthia Hicock

Title: Assistant Secretary

Date: 8-15-11

**ADDRESS OF DEVELOPER**

Highland Homes, Ltd.

4201 W. Parmer Ln, Bldg. B, Ste 180

Austin, TX 78727

Phone: 512-834-8429 ext. 108

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

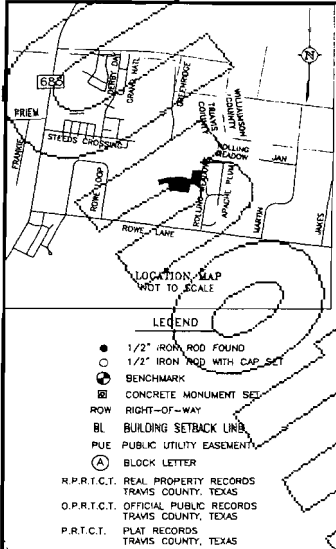
\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS  
Date

PHOTOGRAPHIC AYLAR \$65.00

7-24-2008

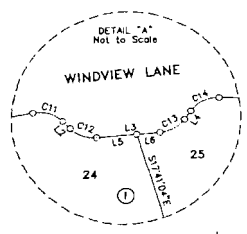
200800219

# FINAL PLAT THE COMMONS AT ROWE LANE PHASE II A

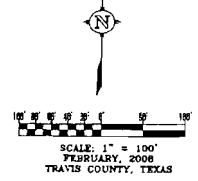


CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CH. BEARING
C1	89°26'19"	825.00	87.91	87.88	N143°25'58"W
C2	90°00'00"	15.00	23.56	21.21	S32°34'56"W
C3	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C4	90°00'00"	15.00	23.56	21.21	N27°18'58"E
C5	90°00'00"	15.00	23.56	21.21	N62°41'04"E
C6	90°00'00"	15.00	23.56	21.21	N143°25'58"W
C7	89°26'19"	825.00	87.91	87.88	N143°25'58"W
C8	25°18'00"	325.00	143.32	142.16	S64°35'56"W
C9	70°2'48"	275.00	33.82	33.80	N75°50'20"E
C10	36°23'34"	10.00	9.84	9.53	S72°10'29"E
C11	52°17'07"	10.00	8.89	8.60	S89°11'18"E
C12	50°58'18"	10.00	8.90	8.61	N89°58'31"E
C13	56°36'21"	10.00	9.94	9.53	N62°49'03"E
C14	61°7'43"	275.00	30.22	30.20	S85°33'55"E
C15	90°00'00"	15.00	23.56	21.21	S52°34'56"W
C16	90°00'00"	15.00	23.56	21.21	N37°25'04"W
C17	90°00'00"	15.00	23.56	21.21	N82°19'02"E
C18	21°57'59"	155.00	58.97	58.62	S01°19'02"E
C19	21°43'56"	205.00	78.00	77.53	N03°19'02"W
C20	90°00'00"	15.00	23.56	21.21	N30°47'00"E
C21	90°00'00"	15.00	23.56	21.21	N82°19'02"W
C22	24°28'59"	155.00	58.97	58.62	N86°40'58"E
C23	21°47'56"	205.00	78.00	77.53	S86°40'58"W
C24	52°01'12"	10.00	13.62	13.16	S56°24'28"E
C25	19°13'23"	10.00	189.33	95.25	S52°34'56"E
C26	52°17'07"	10.00	13.62	13.16	N37°25'04"W
C27	90°00'00"	15.00	23.56	21.21	N18°24'40"W
C28	1°48'20"	775.00	24.42	24.41	N17°28'54"W
C29	48°01'12"	10.00	28.17	28.15	N15°32'03"W
C30	10°58'34"	10.00	10.00	10.00	S77°48'14"W
C31	141°7'43"	325.00	51.06	80.85	N89°23'48"W
C32	47°04'23"	80.00	41.04	39.89	S53°54'33"E
C33	47°23'36"	80.00	43.10	41.78	N77°52'58"E
C34	48°26'32"	50.00	42.05	40.82	N79°08'49"E
C35	48°26'32"	50.00	43.15	41.82	N79°42'58"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N72°28'58"E	43.12
L2	S43°42'42"E	3.34
L3	N82°20'11"E	19.77
L4	N34°20'52"E	3.34
L5	N82°20'11"E	12.91
L6	N82°20'11"E	7.27
L7	N17°41'04"W	26.47
L8	S72°18'58"W	43.12
L9	N82°25'04"W	24.46
L10	S07°34'56"W	26.73
L11	N07°34'56"E	26.73
L12	N13°28'12"W	65.01
L13	S17°28'50"E	63.96
L14	S11°34'45"E	31.81
L15	S13°28'12"E	32.40
L16	S13°28'12"E	32.61
L17	S14°13'00"E	2.65
L18	N14°13'00"W	2.31
L19	N82°25'04"W	28.78
L20	N72°42'00"E	5.15
L21	S75°47'00"W	5.15
L22	N07°34'56"E	57.50
L23	N07°34'56"E	18.01
L24	S07°34'56"W	46.27



ORIGINAL DEED CORNER FOR 71.402 ACRE TRACT



LINEAR FEET OF NEW STREETS		
MERIDIAN BOULEVARD	30' ROW	514 LF.
WINDVIEW LANE	30' ROW	637 LF.
HAYWAT WAY	30' ROW	373 LF.
SIXPENCE LANE	30' ROW	354 LF.
WINDMILL RIDGE STREET	50' ROW	545 LF.
SELBY TRAIL	50' ROW	133 LF.
TOTAL		2556 LF.

**LAND USE**  
SINGLE FAMILY LOTS = 46  
DRAINAGE WAY & PARK LOT = 1 (1.315 AC.)  
RETENTION POND, DRAINAGE EASEMENT & OPEN SPACE LOT = 1 (0.547 AC.)

**DEED LINE FOR**  
DDC NO. 2007205045  
AND DDC NO. 200600295,  
O.P.R.T.C.T.

**LEGEND**

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH CAP SET
- BENCHMARK
- CONCRETE MONUMENT SET
- ROW RIGHT-OF-WAY
- BL BUILDING SETBACK LINE
- PLAT RECORDS
- PUE PUBLIC UTILITY EASEMENT
- A BLOCK LETTER

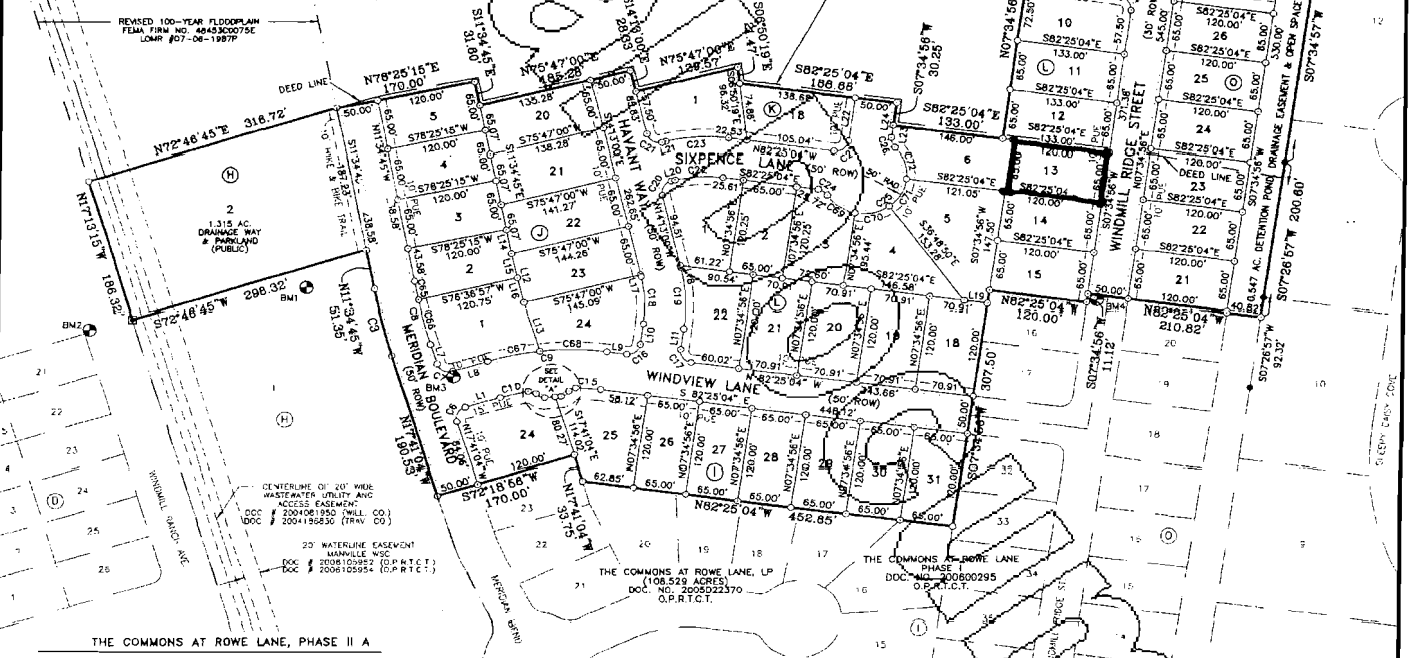
**H.P.R.T.C.T.** REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS  
**O.P.R.T.C.T.** OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS  
**P.R.T.C.T.** PLAT RECORDS TRAVIS COUNTY, TEXAS

**ACREAGE**

BLOCK H	1.315 AC.
BLOCK J	1.581 AC.
BLOCK K	2.073 AC.
BLOCK L	4.439 AC.
BLOCK M	3.479 AC.
BLOCK N	0.221 AC.
BLOCK O	2.207 AC.
RIGHT-OF-WAY	3.022 AC.
<b>TOTAL ACREAGE</b>	<b>14.137 AC.</b>

**JACOB CASNER SURVEY ABSTRACT NO. 24259**

COMMONS AT ROWE LANE, LP  
DDC NO. 2007205045  
O.P.R.T.C.T.



**ZWA Zamora-Warrick & Associates, L.L.C. Professional Land Surveyors**  
4412 Spicewood Springs Rd., Suite 200 Austin, Texas 78759  
Tel: (512) 241-1078 • Fax: (512) 241-1392

**GRAY + JANSING & ASSOCIATES, INC.**  
Consulting Engineers  
8219 Shoal Creek Blvd., Suite 200  
Austin, Texas 78757-7592  
(512)452-0371 FAX:(512)454-9933

**TECH:** WOOD **SURV:** GRZ  
**DATE:** FEBRUARY, 2008 **SCALE:** 1" = 100'  
**DRAWING FILE:** 06-015-11 PHASE 2A REV-SHEET1.DWG  
**PROJECT:** COMMONS @ ROWE LANE  
**JOB NO.:** 06-015-11

DATE	BY	REVISIONS
05-04-08	MW	REVISE FLOOD PLAIN & NOTES PER GJA
05-13-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS
02-15-08	MW	ADDRESS CITY OF PFLUGERVILLE COMMENTS



**SHEET**  
1 of 2



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By:** Daniel Perry **Phone #:** 263-9114

**Division Director/Manager:** Charles Bergh

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

**Sponsoring Court Member:** Commissioner Huber, Precinct Three

**AGENDA LANGUAGE:** Consider and take appropriate action regarding a License Agreement with R and B Sports, LLC for a triathlon at Pace Bend Park.

### **BACKGROUND/SUMMARY OF REQUEST:**

Pace Bend Park has long been a desired location for triathlons due to the size and diversity of the park as well its location on Lake Travis. The paved loop road is attractive to bicycle race organizers due to its length, rolling topography, and ease of access. The sloping shoreline into Lake Travis attracts swimming and boating events and the broad open areas of the park are able to facilitate various running courses, as well as the parking of large numbers of vehicles associated with these events.

R and B Sports, LLC is requesting the use of Pace Bend Park on Sunday, September 18, 2011, to host the Dillowman triathlon. The R and B Sports, LLC is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area and will be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in pre-approved designated areas located within Pace Bend Park and associated rights of way. The races are to be confined within the park, with the road race portions confined to the paved roadways inside the park. Off road portions of the races will be confined to pre-approved designated existing trails, and the swim portion will be held within the designated swim area near Mudd Cove on Lake Travis

The Dilloman Triathlon is an annual event that started in 1999 at Pace Bend Park and has been held there every year except 2008. The race has been sanctioned by USA Triathlon. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers to provide security and to resolve any conflicts with regular park users.

The race organizers state that approximately 200 - 300 participants will take part in this year's event. The participants will compete in a race criterion that includes a swim, bike, and run competition, and all events will be confined within the park. The bike portion will be staged on paved park road loop, which will remain open for general park use during the race. Traffic will be limited to one direction of travel by Park Rangers during the bike part of the event in order to provide for increased safety of the participants and other park users.

**STAFF RECOMMENDATIONS:**

Staff recommends approval of this licensing agreement.

**ISSUES AND OPPORTUNITIES:**

The race is scheduled to start at approximately 8:00 AM and will conclude no later than 1:00 PM on Sunday, September 18, 2011. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

All vehicles being brought into the park for purposes associated with this the licensing activities will be charged regular per vehicle daily park entrance fees.

**ATTACHMENTS/EXHIBITS:**

Licence Agreement  
Special Event Checklist  
Park Map  
Copy of Insurance

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Division Manager	Parks	854-9408
Rick Margiotta	Managing Partner	R & B Sports, LLC	689-8276

**CC:**

Daniel Chapman	Chief Park Ranger	Parks	263-9114
Daniel Perry	District Park Manager	Parks	263-9114
Keith Rawlings	Park Supervisor	Parks	264-3951
Brad Davison	Managing Partner	R & B Sports, LLC	350.9178

**LICENSE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and R & B Sports, LLC ("Licensee"), a Texas organization.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's annual "Dilloman" triathlon competition (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the

sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of trail signs and markings along race course, using materials pre-approved by County Park Rangers and staff; (b) preparatory trail maintenance; (c) pre-Event setup and staging activities; and (d) portable restrooms, as described below. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not closed for purposes of the Event.

## II. TERM OF LICENSE

2.1 The License is granted for one day: Sunday, September 18, 2011 (the "License Term"). Licensee acknowledges and agrees that such dates and times

are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

### III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged, and Licensee will pay, prior to County Park entry, all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense:

(i) all utilities such as electricity, water and garbage management and removal (including the provision of additional dumpsters and trash pick-up);

(ii) a sufficient (as determined by the Parks Division) number of portable restrooms in the Licensed Areas so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees/spectators;

(iii) all traffic control devices, public notices, and signage determined to be necessary by Travis County Parks to aid in notifying the public of the Event, directing traffic and parking vehicles;

(iv) security through employment of Travis County Park Rangers, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement; and

(v) emergency medical personnel through employment of EMS System cleared medics who are certified in CPR and First Aid, as reasonably necessary (to be solely determined by the Parks Division) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

### IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.



## V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Dan Perry, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

## VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

## VII. INDEMNIFICATION

**7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING**

**ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit C** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern. Licensee shall ensure that emergency medical responder personnel are on-site throughout the License term. All costs and expenses associated with this EMS obligation shall be the sole responsibility of Licensee.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: Rick Margiotta, Brad Davison  
R and B Sports, LLC  
Dilloman Race Directors  
Rick: 689-8276  
Brad: 350-9178

If to County: Honorable Samuel T. Biscoe (or successor in office)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

And: Steven M. Manilla, P.E.  
County Executive  
Travis County Transportation and  
Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

## XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

## XIII. NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by either Party may constitute or be construed as a waiver of any breach or default of the other Party that then exists or may subsequently exist. The failure of either Party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

13.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County hereunder. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity,

nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XIV. MEDIATION

14.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XV. ENTIRETY OF AGREEMENT

15.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

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

TRAVIS COUNTY:

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

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

LICENSEE: R and B Sports, LLC  
By: \_\_\_\_\_  
Rick Margiotta  
Title: Dilloman Race Director

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

## TRAVIS COUNTY PARKS Special Event Checklist

### Event information needed

- Location: Pace Bend Park
- Name of event: Dilloman Triathlon
- Date & Time of event: **Sunday, September 18, 8:00 until noon**
- Event Type (complete description and history if applicable): Sprint triathlon, swim off Mesquite Point, run from there to the bike transition, bike on the Park Rd, run past Mesquite Point onto the day use trails. 9<sup>th</sup> year.
- Sponsor: R & B Sports, LLC
- Licensee: R & B Sports, LLC
- Type of organization: event production company
- Primary contact personnel: Rick Margiotta
  - Title: managing partner
  - Address: 22227 Oban Dr., Spicewood, TX 78669
  - Phone numbers: 512.689.8276
- Secondary contact personnel: Brad Davison
  - Title: managing partner
  - Address: 903 Whitley Dr., Leander, TX 78641
  - Phone numbers: 512.350.9178
- Insured by: USA Triathlon
- Holder of Insurance: R & B Sports, LLC
- Estimated number of participants: 200 - 300
- Estimated number of spectators: 200 - 300
- Proposed concessionaires/vendors: yes
- Special requests: none
- Site visit date: Rick Margiotta, Keith Rawlings, Kirk Wright, 08/10/11

### From the site visit, park staff will determine the following:

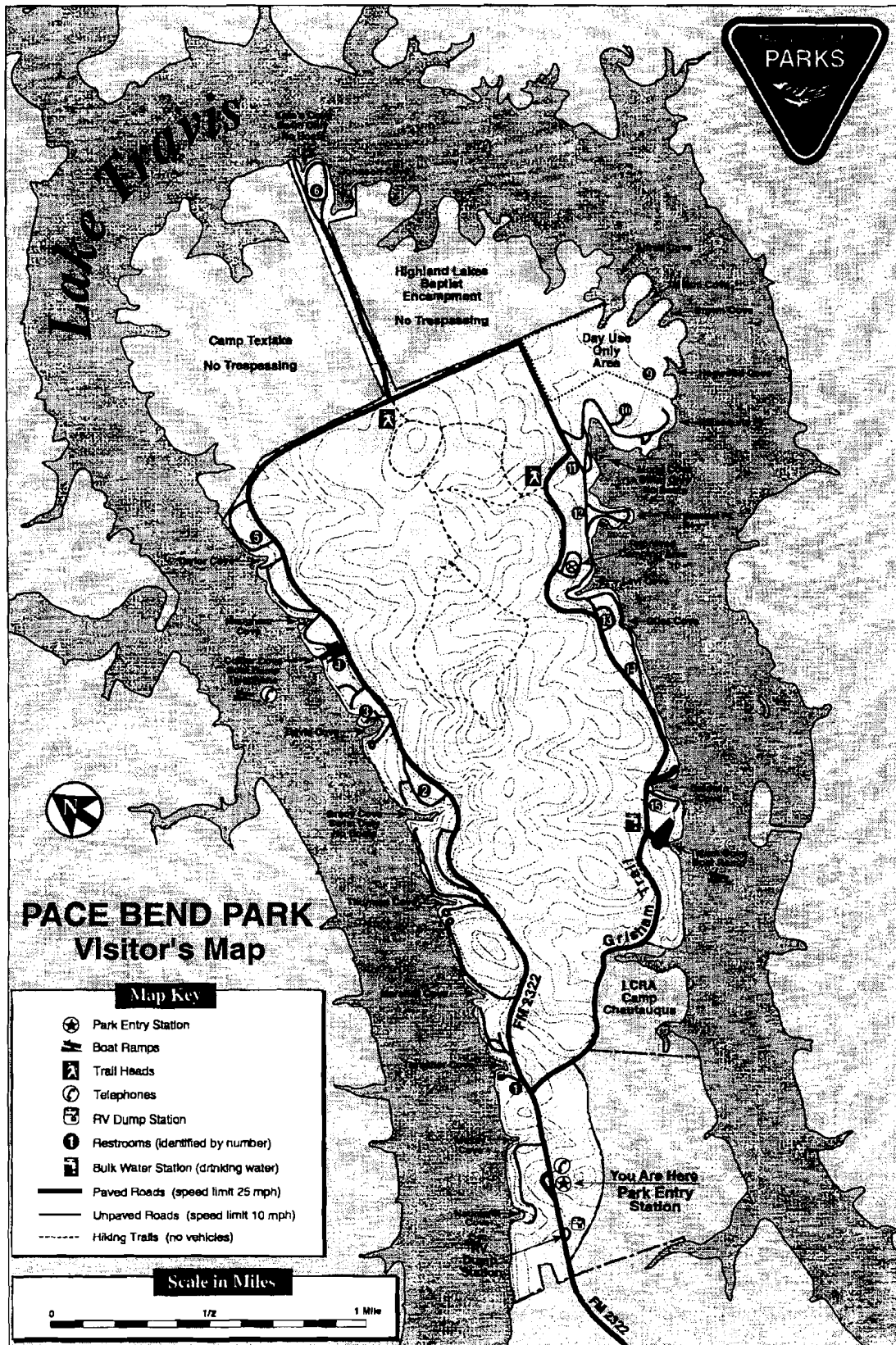
- **Law enforcement required (if any)** – two rangers, one staged at Pace Bend/Grisham intersection and one at Restroom 11...both for traffic control
- **EMS coverage (must be A/TCEMS certified) required (if any)** – Capital Medic with a Gator for transport to medical station (company employs state certified EMTs).
- **Parking issues to be addressed (# volunteers, signage needed, barricades, etc.)** – Volunteer will direct race traffic off of Grisham Trail at the Giles/Levi transition. Other park traffic will be allowed to pass through (RV camper, Highland Lakes Camp, Camp Texlake). Parking south of Ten Oaks. One volunteer to control parking.
- **Access and traffic flow issues to be coordinated (race direction, Start/Finish Line determination, # volunteers, signs needed, barricades, etc.)** – traffic flow will be one way counterclockwise for both cars and bikes with bikes on interior lane. One-way signs will be posted at each cove transition, volunteers will be positioned at Highland Lakes Camp Center, Camp Texlake, restroom 14 (Giles), Mesquite/Mudd Cove transition, and

restroom 2 (Upper Gracy Loop). Starting line (swim) will start near the base of Mesquite Point. Finish line will be just north of 10 Oaks on paved road.

- **Additional portable restrooms required** – provided by event organizers
- **Additional dumpsters required** - extra trash cans only in staging area
- **Park fee collection issues** – staff, volunteers, and vendors will present a voucher in exchange for a manual day-use pass. Participants will present a card that they receive at registration in exchange for a manual day-pass. After event, park supervisor will reconcile vouchers and cards against manual permits. Once completed, supervisor will present paperwork to event coordinator and collect owed fees.
- **Public notices required (if any)** – signs announcing event at fee booth entrance and exit (in front of yellow blinking traffic lights near exit).
- **License Agreement coordination (08/10/11 – waiting for insurance documents)**.
- **Other items as necessary** - none

**EXHIBIT A**

**Licensed Areas in Pace Bend Park**





**EXHIBIT B**  
**INSURANCE CERTIFICATE OF LICENSEE**  
**(to be attached)**





## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By:** Teresa Calkins **Phone #:** 854-7569

**Division Director/Manager:** Anna Bowlin

**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 proposed license agreement with Travis County Water Control and Improvement District No. 20 for construction and maintenance of drainage improvements within Right-of-Way of Furlong Drive, a Travis County-maintained roadway.

### **BACKGROUND/SUMMARY OF REQUEST:**

In order to better manage drainage through the Rob Roy on the Creek, Section 3, Subdivision, the Travis County Water Control and Improvement District No. 20 desires to construct an area inlet and 18" HDPE stormwater pipe within the Right-of-Way of Furlong Drive, but not within an area intended for vehicular traffic. The area of the right of way within which the licensed improvements are to be located is shown in construction plans entitled "WCID No. 20: Furlong Drive Drainage Improvements", which is the subject of TNR Site Development Permit Application No. 11-1111, and which is incorporated herein by reference as Exhibit "A". The District has provided the required insurance and has indemnified Travis County as outlined in the attached License Agreement.

### **STAFF RECOMMENDATIONS:**

As Travis County Water Control and Improvement District No. 20 has provided an acceptable plan for the proposed drainage improvements, and has provided a license agreement wherein they agree to maintain the improvements, maintain required liability insurance coverage, and indemnify Travis County, staff recommends approval of the license agreement.

### **ISSUES AND OPPORTUNITIES:**

Approval of this proposed license agreement, and the proposed drainage improvements, represents an enhancement to the safety of the subdivision and the public.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**ATTACHMENTS/EXHIBITS:**

License Agreement between Travis County and Travis County Water Control and Improvement District No. 20

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR Dev Svcs	854-7561

**CC:**

Paul Scoggins	Eng Specialist	TNR Dev Svcs	854-7619

: :

**1101 - Development Services - License Agreement: Travis County Water Control and Improvement District No. 20 - Furlong Drive Drainage Improvements**

**LICENSE AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS       §

This Agreement is made and entered into by and between TRAVIS COUNTY, TEXAS (the "COUNTY") and the TRAVIS COUNTY WCID NO. 20 (the "DISTRICT"), hereinafter collectively referred to as the "Parties", for the purposes and consideration described herein.

**WITNESSETH:**

WHEREAS, the COUNTY has accepted the dedication of the roads in Rob Roy on the Creek, Section 3, a subdivision located in Travis County, being more particularly described in that certain plat recorded at Volume 84, Page 131D, of the Plat Records of Travis County, (the "Subdivision"); and

WHEREAS, the DISTRICT plans to install and maintain certain improvements in portions of the right-of-way of Furlong Drive in the Subdivision; and

WHEREAS, the improvements include, but are not limited to, an area inlet and 10 feet of 18 inch HDPE stormwater pipe (the "Improvements") within portions of the right-of-way of the Subdivision road, which are not intended or used for vehicular traffic; and

WHEREAS, the area of the right-of-way within which the Improvements are to be installed and/or maintained (the "Licensed Property") is described in the Exhibit "A", which is attached hereto and incorporated herein for all purposes;

NOW, THEREFORE, the COUNTY and the DISTRICT agree as follows:

**I. GRANT**

Subject to the conditions in this Agreement and to the extent of the right, title and interest of the COUNTY in and to the Licensed Property and without any express or implied warranties, the COUNTY grants to the DISTRICT permission to use the Licensed Property to construct, maintain and repair the Improvements to be located within the Licensed Property.

**II. CONSIDERATION**

The COUNTY and the DISTRICT each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

A. The continued flow of stormwater off the pavement and into the roadside ditch hence to the improvements.

B. The agreement by the DISTRICT to provide the below-specified insurance and indemnification in favor of the COUNTY.

### III. COUNTY'S RIGHTS TO LICENSED PROPERTY

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the DISTRICT'S property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim or liability to the COUNTY, its agents, contractors, officers or employees. Nothing in this Agreement shall be construed to limit in any way the power of the COUNTY to widen, alter or improve the Licensed Property pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the DISTRICT with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE DISTRICT, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

### IV. INSURANCE

A. The DISTRICT shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as coinsured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the DISTRICT, its officers, employees, agents or contractors, relative to this Agreement. The DISTRICT shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive

Manager of Transportation and Natural Resources Department within twenty one (21) days of the effective date of this Agreement.

B. The DISTRICT shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

## V. INDEMNIFICATION

To the extent permitted by Texas law, the DISTRICT agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT'S construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

## VI. CONDITIONS

A. Compliance with Regulations. The DISTRICT agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. DISTRICT'S Responsibilities. The DISTRICT will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the DISTRICT shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the DISTRICT.

C. Maintenance. The DISTRICT shall maintain the Licensed Property by keeping the area free of debris and litter and maintaining the Improvements. Removal of dead or dying plants shall also be handled by the DISTRICT at its expense.

D. Removal or Modification. The DISTRICT agrees that removal or modification of any improvements now existing or to be later replaced shall be at the DISTRICT'S sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be

binding on any successors and assigns in interest to the DISTRICT or the COUNTY. A written memorandum of this agreement shall be filed in the Real Property Records of Travis County, Texas.

E. Default. In the event that the DISTRICT fails to maintain the Licensed Property, then the COUNTY shall give the DISTRICT written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The DISTRICT shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the DISTRICT does not satisfactorily remedy the same within the thirty (30) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the DISTRICT agrees to pay, within thirty (30) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

#### VII. COMMENCEMENT; TERMINATION BY ABANDONMENT

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the DISTRICT abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days written notice by the COUNTY to the DISTRICT, if such abandonment has not been remedied by the DISTRICT within such period. The COUNTY shall thereafter have the same complete title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the DISTRICT, its successors and assigns hereunder. All installations of the DISTRICT not removed shall be deemed property of the COUNTY as of the time abandoned.

#### VIII. TERMINATION

A. Termination by the DISTRICT. This Agreement may be terminated by the DISTRICT by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If the DISTRICT so terminates, then it may remove installations that it made from the Licensed Property within the thirty (30) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by COUNTY. This Agreement may be revoked at any time by the COUNTY, if such revocation is reasonably required by the public interest, after providing at least thirty (30) days prior written notice to the DISTRICT. Subject to prior written notification to the DISTRICT or its successors in interest, this Agreement is revocable by the COUNTY if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;



2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;

4. Despite thirty (30) days written notice to the DISTRICT, maintenance or alteration necessary to alleviate a danger to the public has not been made; or

5. The DISTRICT fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein. If the DISTRICT abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within thirty (30) days following written notification to the DISTRICT, then this Agreement shall terminate and the COUNTY may remove and/or replace all improvements or a portion thereof and collect from DISTRICT the COUNTY'S actual expenses incurred in connection therewith.

#### IX. EMINENT DOMAIN

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the DISTRICT to effect the relocation of the DISTRICT'S affected installations at the DISTRICT'S sole expense. The DISTRICT shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

#### X. INTERPRETATION

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

#### XI. APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

#### XII. VENUE

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY

LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

### XIII. COVENANT RUNNING WITH LAND

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

### XIV. ASSIGNMENT

The DISTRICT shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the DISTRICT, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the DISTRICT'S rights in this Agreement, giving name, date, address and contact person.

### XV. NOTICE

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

DISTRICT: c/o Armbrust and Brown, PLLC  
Attention: Sharlene N. Collins  
100 Congress Ave, Suite 1300  
Austin, Texas 78701

COUNTY: Honorable Sam Biscoe (or successor)  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78767

WITH COPIES TO: Joseph P. Gieselman, Executive Manager (or successor)  
Travis County Transportation and Natural Resources Dept.  
P.O. Box 1748  
Austin, Texas 78767

Honorable David Escamilla (or successor)  
Travis County Attorney  
P.O. Box 1748  
Austin, Texas 78767  
Attn: File No.

XVI. ANNEXATION BY A CITY

If the total area within the Licensed Property is annexed for full purposes by a City (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY" and any other references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATE SET FORTH BELOW.

COUNTY:

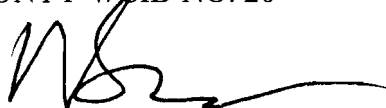
TRAVIS COUNTY, TEXAS:

By: \_\_\_\_\_  
Sam Biscoe, County Judge

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

DISTRICT:

TRAVIS COUNTY WCID NO. 20

By:   
Page Skerry, President  
Board of Directors

Date: July 21, 2011

ACKNOWLEDGMENTS

THE STATE OF TEXAS §  
  §  
COUNTY OF TRAVIS §

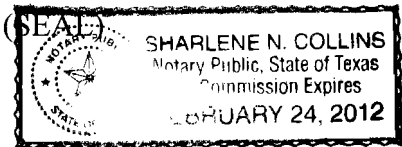
This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2011, by Sam Biscoe, County Judge of Travis County, Texas, a duly organized county and political subdivision of the state of Texas, on behalf of said County.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

THE STATE OF TEXAS    §  
  §  
COUNTY OF TRAVIS    §

This instrument was acknowledged before me on this the 21 day of July, 2011, by Page Skerry, President of the Board of Directors of Travis County WCID No. 20, on behalf of said District.



  
Notary Public, State of Texas



## Travis County Commissioners Court Agenda Request

**Meeting Date:** August 30, 2011

**Prepared By:** Michael Hettenhausen **Phone #:** 854-7563

**Division Director/Manager:** Anna Bowlin

**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:**

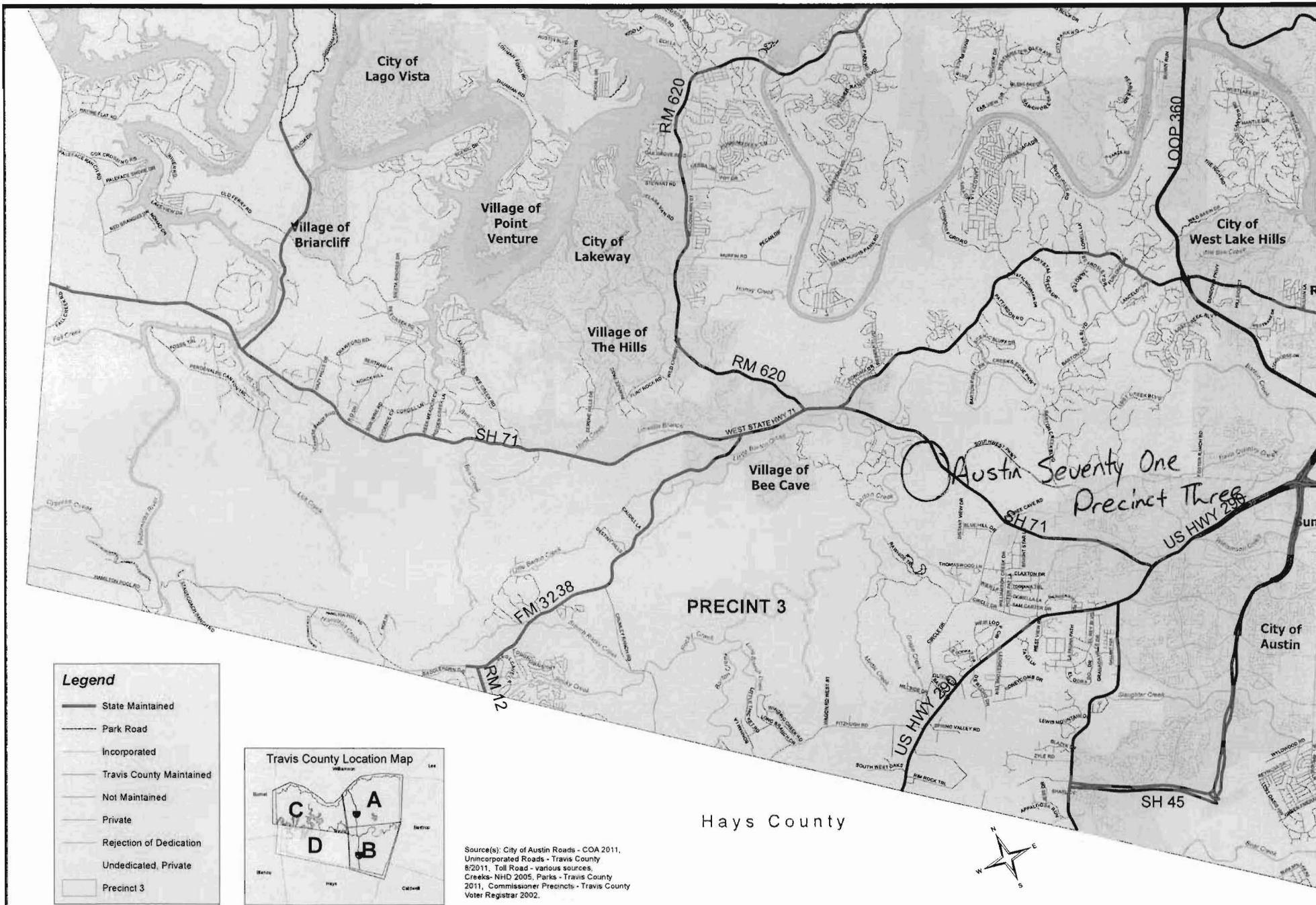
- Precinct map
- Location map
- Proposed preliminary plan
- Variance request letter

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


**MH:AB:mh**  
**1101 - Development Services -**



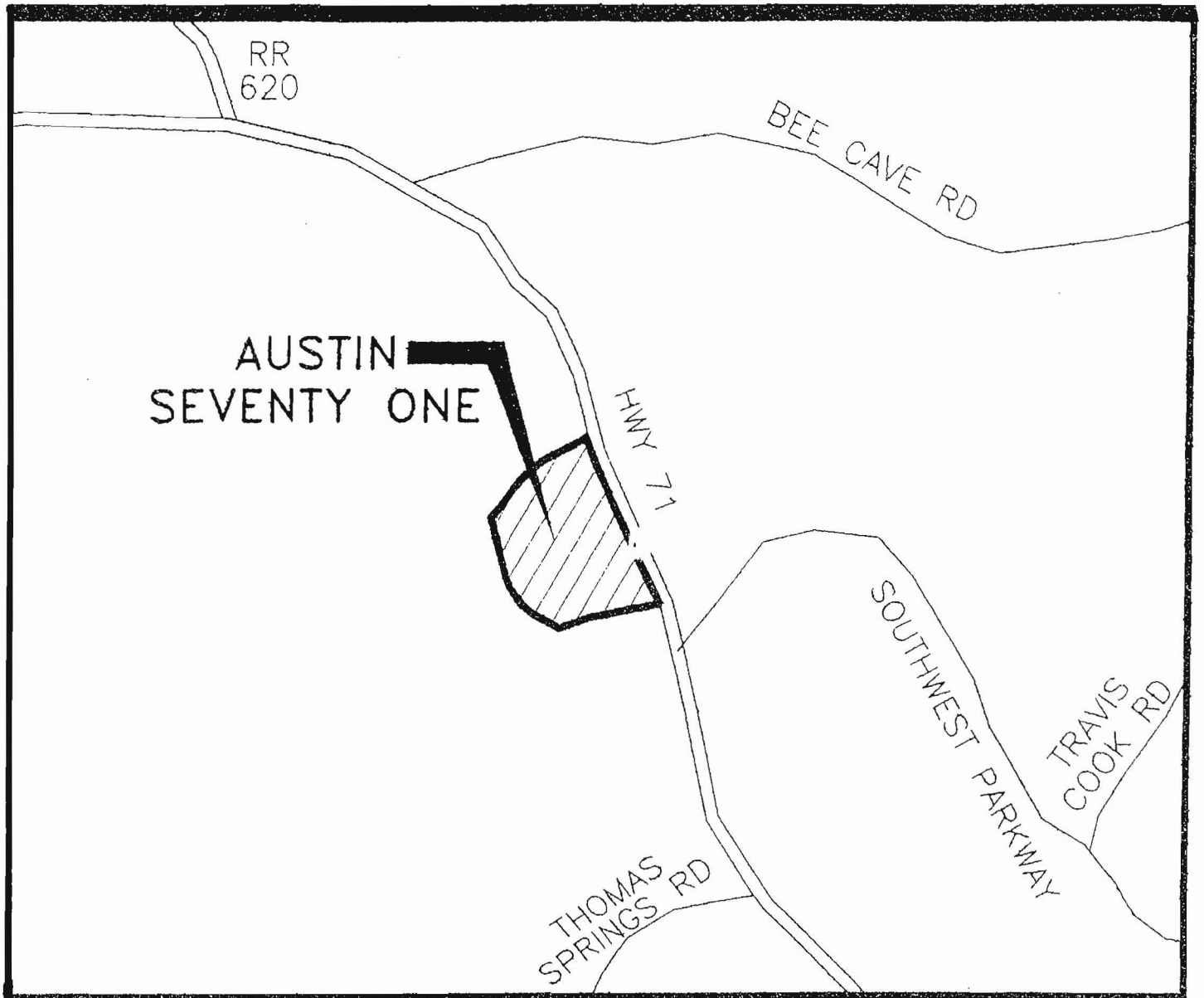
# Travis County Roadways, Map D

Map Disclaimer: The data is provided "as is" with no warranties of any kind.

0 1  
Miles



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 8/9/2011



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.

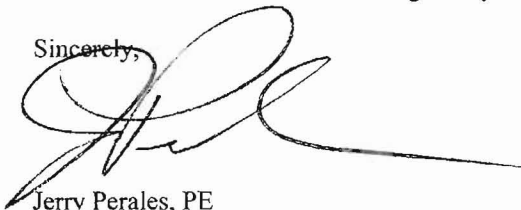
We have been working extensively with TxDOT to position the safest entrance to our site along State Hwy 71. We have concluded that the safest location for the entrance is at the northern most point of the tract for the following reasons. First, with the addition of a center turn lane as provided for 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.

Sincerely,



Jerry Perales, PE  
President



# Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 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 regarding 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 LCRA 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 Valle ISD to use their facility for a public meeting the evening of September 22, 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 Superintendent 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  
Exhibit C- Meeting Annoucement Flyer

## **REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429


**CC:**

Laura Seaton	Admin Services	TNR	854-4237

: :  
**0501 - Comprehensive Planning -**

## 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	
<i>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.</i>	
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  
Del Valle ISD Students

Fee

0% - 24%	100% of usual Facility Use Fee
25% - 49%	75% of usual Facility Use Fee
50%-74%	50% of usual Facility Use Fee
75% - 100%	25% of usual Facility Use Fee

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### 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 \$ 100/Hour
	Regular Gym/Activity Center \$ 35/Hour
	Sports Fields \$ 15/Hour
Middle School:	Gym/Activity Center \$ 35/Hour
	Kitchen \$ 15/Hour + Cost of Cafeteria Employee
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

## **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: Dailey Middle School - Cafeteria/Activity Center

Date Needed: Thursday, 9/22/11 Starting Time: 6:15 p.m. Ending Time: 9:30 p.m.

Set-up Time Needed: 4:30 set-up Total Hours 5.0 hours (may end earlier)

**MUST BE COMPLETE ALL TIME NEEDED**

ORGANIZATION NAME: Travis County - Colorado River Corridor Plan

Non-Profit Organization: Yes  No  If yes, provide a copy of the Non-Profit 501C3

Responsible Person: Randy Nicholson

Address: 411 West 13th Street, Austin, TX, 78767

Phone Number: (512) 854-9383 (Laura Seaton, Admin Asst: 854-4237)

Purpose: (Describe fully the use and activities to be conducted) Holding public meeting to present preliminary CRCP, receive public comment from citizens

ARE YOU CHARGING ADMISSION FOR YOUR FUNCTION? YES  NO

If YES, use of funds: \_\_\_\_\_

Any other necessary information: \_\_\_\_\_

**SEE BACK FOR FACILITY USE FEE CHART**

I HAVE READ THE REGULATIONS FOR FACILITY USE AND I FURTHER AGREE TO BE RESPONSIBLE FOR ANY DAMAGE(S) THAT MAY RESULT FROM OUR USE OF THIS BUILDING/AREA AND TO PAY THE FEE AS CALCULATED ON THE "HOLD HARMLESS AGREEMENT".

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**Items below to be completed by School Administration:**

- Request Approved       Request Denied       Rental Fee Required
- No Charge       Proof of Insurance       Non-Profit 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	\$ 100/Hour
	Regular Gym/Activity Center	\$ 35/Hour
	Sports Fields	\$ 15/Hour
Middle School:	Gym/Activity Center	\$ 35/Hour
	Kitchen	\$ 15/Hour + Cost of Cafeteria Employee
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 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 22, 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](mailto: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>.

# Colorado River Corridor Help plan its future!

TOWN HALL MEETING  
September 22, 2011  
6:15 P.M.

Valley Middle School  
11000 Westlawn Street  
Austin, TX 78728



Photograph by Bosse-Pharis

Travis County, the City of Austin, and LCRA have prepared a draft Colorado River Corridor Plan they want to share with the public. Its goal is to guide orderly growth in the corridor and help preserve and enhance the area's many valuable environmental, economic, recreational, and cultural resources.

Come to the Town Hall meeting to learn about this plan and tell us what you think. For more information, visit [www.co.travis.tx.us/tnr/CRCP](http://www.co.travis.tx.us/tnr/CRCP), call the CRCP Hotline at 854-2747, or email us at [CRCPPlanning@co.travis.tx.us](mailto:CRCPPlanning@co.travis.tx.us).

Exhibit C





# Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** David A. Salazar/854-4107

**Elected/Appointed Official/Dept. Head:** Sherri E. Fleming,  
County Executive for  
Health and Human Services  
and Veterans Service

**Commissioners Court Sponsor:** Judge Samuel T. Biscoe

## **AGENDA LANGUAGE:**

Consider and Take Appropriate Action Regarding the Following Workforce Development Investments:

- a) Workforce Solutions - Rapid Employment Model - program expansion;
- b) BIG Austin - Ex-Offender Re-Entry Pilot; and
- c) Skillpoint Alliance.

## **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

On August 30 and July 26, 2011, Staff updated the Court on:

1. Most recent findings from the ongoing evaluation of our investments being conducted by staff from the Ray Marshall Center at the University of Texas;
2. Update from Workforce Solutions on changes in city, state and federal funding and how they will impact the local workforce development system.

As a result of the report, Staff provided the Court the following information regarding the County's possible Workforce Development investments and future funding and was directed to return to the Court with additional information regarding a forthcoming proposal from Skillpoint Alliance.

## **STAFF RECOMMENDATIONS:**

Staff recommends supporting the proposed enhancements and investment in Workforce Development.

**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](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# Travis County Commissioners Court Agenda Request

## **ISSUES AND OPPORTUNITIES:**

The Court has been presented with proposed enhancements to local, State and Federal funding by Workforce Solutions which proposes that Travis County expand its investment to enhance and expand the Rapid Employment Model (REM) project. These proposed enhancements will:

- Increase the number of job seekers served by 50% (from 80 to 120)
- Incorporate training to earn Work Readiness Certification, and
- Diversify the training opportunities available to job seekers to include on-the-job training opportunities.

Workforce Solutions Career Centers plan to add 2 full-time staff dedicated to the REM project.

There is also an opportunity to fund a new investment in BIGAustin that will support phase 1 of a new pilot program providing training and financial support for a small number (15) of ex-offenders to pursue entrepreneurial opportunities.

Both are one-time pilot projects and will be expected to demonstrate progress toward their goals by early Summer 2012 to be considered for any future funding.

## **FISCAL IMPACT AND SOURCE OF FUNDING:**

Travis County is asked to increase its total investment workforce development related services by \$165,000: \$125,000 for the REM Project at Workforce Solutions (to a total of \$369,275), \$25,000 to the pilot entrepreneurship program at BIG Austin, and \$15,000 to support independent evaluation of these pilot initiatives.

## **REQUIRED AUTHORIZATIONS:**

Mary Etta Gerhardt, Asst County Attorney, Travis County Attorney's Office  
Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing

**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](mailto:Cheryl.Aker@co.travis.tx.us) **by Tuesdays at 5:00 p.m.** for the next week's meeting.

## **Workforce Solutions: Rapid Employment Model (REM) Program Enhancements**

### Targeted Populations:

- Individuals referred by Travis County Probation or released from the Del Valle Correctional Center
- Individuals seeking financial assistance from Travis County who are at 200% or less of poverty

### Recruitment:

- Offender Workforce Development program, Travis County Criminal Justice Planning
- Travis County Probation Department
- Travis County Community Centers

### Budget:

- Current funding = \$244,275
- Proposed funding = \$369,275 (increase of \$125,000)
  - Board Expenses = \$39,671
  - Contractor Expenses = \$81,932 (two new, full-time staff dedicated to REM)
  - Client training/support services - \$217,672

### Planned Service Levels:

Total Number of Clients (unduplicated) = 120, increase from 80 under current contract

Number of clients enrolled in training = 80, training includes short-term (up to 8-12 weeks) classroom training, on-the-job training, and work experiences. Program enhancements include incorporation of work experience into training services.

All clients will receive the following services:

- Comprehensive assessment
- Individual service/employment plan
- Work readiness certification training (new)
- Job seeking skills (resume writing, interviewing, conducting a job search)
- Job placement assistance

### Outcomes:

- 80% completion rate of those enrolled into training
- 70% overall entered employment or continued education/training
- \$10 average wage at placement
- 50% employment retention rate 6 months after exit

## BiGAUSTIN: Small Business and Job Creation Ex-Offender Re-Entry Program (SBDJC-ERP)

The proposed project BiGAUSTIN Small Business and Job Creation Ex-Offender Re-Entry Program (SBDJC-ERP) will provide a structured, interactive, hands-on training and technical assistance program designed especially for those ex-offenders interested in self-employment. There will be a program for male ex-offenders as well as a program for female ex-offenders thru our Women's Business Center. The proposed project SBDJC-ERP will provide them with the education, training and resources in financial literacy and business development to start and/or expand their own businesses.

Proposed funding will pilot Phase 1 of this initiative.

### Phase 1: Target Proven Successful Outreach and Training

Phase one encompasses the following three steps: 1) outreach & assessment, 2) training and counseling, and 3) micro-lending and networking connections.

1. Outreach and Assessment: Use current marketing and public outreach efforts to inform and education local ex-offenders about the new program and services. Establish a database of interested individuals and screen other from the Central Texas ex-offender lists, as well as those who graduated from other prison entrepreneur programs. Interested candidates will receive a pre-assessment to gauge their level of commitment; those passing the pre-assessment will complete a program assessment to identify their training needs, financial wellness, and business interests. **Target: recruit 25 ex-offenders for the pilot program within 5 months.**
2. Training and Counseling: Use Kauffman foundation based curriculum known as FastTrac New Venture. Trainings will include, but not be limited to, Business Concept Statement & Product and Services, Target Market, Profit & Loss Overview, Concept Feasibility Plan, Market Sizing, Competition and Pricing, Start-up Cost and Funding, e-commerce, Branding, Sales & Profitability, Financial Management, and Legal formation. One-on-one counseling will be provided as needed. **Duration: 5-7 months.**
3. Micro-lending and Networking Connections: Interested candidates are on BiG's microloan program. BiG will assist candidates with one-on-one consulting to complete loan packaging. Networking events will be conducted where participants can meet community leaders and successful business owners.

Type of Service	Number of Clients	Number of Hours
Counseling	25	75
Training	25	300
Total		375
Economic Impact Targets		Number
New business starts		15
Jobs created		15
Access to Capital		\$50,000
Partners and Providers (Phase 1)		Funding
BiGAUSTIN		\$45,000
PEP: Harris County (in-kind)		\$10,000
WBC		\$10,000
Travis County		\$25,000
<b>Total</b>		<b>\$90,000</b>



## SKILLPOINT ALLIANCE

### OVERVIEW OF THE GATEWAY ADULT WORKFORCE PROGRAM:

Since 1994 Skillpoint Alliance's Gateway program has proudly trained the unemployed and underemployed, former offenders, veterans, veterans' spouses, families and survivors as well as SNAP and TANF recipients. Today many of our Gateway classes have waiting lists because of the high number of Travis County residents out of work, with barriers to finding employment and are in need of job-skills training. Skillpoint is thankful to be partnering with TWC and TVC to increase service to Veterans, their families and dependents in hopes of addressing another growing trend we are seeing: Gateway is seeing an increase in transitioning Veterans, especially those under 35 years of age, who are now also former offender. 2010 brought substantial changes to better serve our clients and Gateway restructured to increase the number of training options available, enhance employer involvement, increase targeted outreach and utilize focused curriculum delivery.

In 2011 Skillpoint developed a partnership with Travis County Juvenile Probation Services and graduated nine (9) juvenile offenders in Gateway Construction Core on the Gardner-Betts Juvenile Justice Campus. Earlier in 2011, Skillpoint convened the first Adult Workforce Executive Council (AWEC) a consortium of industry executives and leaders engaged in addressing the education and workforce development needs in Central Texas with particular focus on assisting the clients served through Gateway and other Gateway type programs. The AWEC focuses on:

- Employer perspective on needed skills for entry-level jobs
- Advice for curriculum & program delivery
- Being an employment source for graduates
- Training resources – tours, speaking, instructors, graduations
- Networking within AWEC & bring additional industry leaders closer to Gateway
- Diversifying funding

### **Current AWEC Executive Council Members**

Braun & Butler	Tradesmen International	Bee Electric
Loop Design	Travis County Juvenile Center	Travis County Sheriff's office
Shoal Creek Contractors	Springbuilders Construction	Child, Inc.
The Colby Company	Texas Construction	Austin Homebuilders Association
Austin Community College	Good Company	Clark Wilson
Elk Electric	Mishoe Construction	BIT Service, Inc.
Green Energy Building Services	Independent Electrical Contractors	Wesleyan Healthcare
McGraw Hill	Core Healthcare	Plumbing, Heating & Cooling Contractors
International Brotherhood of	Mell Lawrence Architecture	The Air Conditioning Contractors Association
Electrical Workers	Querencia Healthcare	City of Austin, Public Works
Rogers 'O Brien	St. David's Healthcare	BrightStar Healthcare
Air-Co	Scott & White	Seton Healthcare

## SKILLPOINT ALLIANCE

### FUNDING REQUESTED:

Skillpoint Alliance respectfully requests \$150,000 to enable the Gateway program to deliver intensive workforce development training in the fields of Construction, Electrical, Plumbing, HV/AC, Health Care, Office Administration and Bookkeeping to **108 clients during the remainder of 2011**. These funds will be used to support dedicated Gateway staff, training costs and support services.

### Gateway Projections for 2011-2012

Discipline	Clients Served in 2011 (Projection)	Gateway Graduates in 2011 (Projection)	Clients Served in 2012 (Projection)	Gateway Graduates in 2012 (Projection)
Certified Nurse Aide	48	38	96	84
Certified Medication Aide	12	10	36	31
Office Administration	14	12	42	37
Bookkeeping	14	12	42	37
Construction	31	27	36	31
Electrical	65	57	48	42
Plumbing	16	14	64	56
HVAC			32	28
<b>Totals</b>	<b>200</b>	<b>170</b>	<b>396</b>	<b>346</b>

Gateway historically sees 75% of graduates gaining employment in 30 days after graduation. The 2011 employment numbers present as:

- 2011 projects 128 jobs will be acquired post-graduation
- 2012 projects 260 jobs will be acquired post-graduation

# GATEWAY

Adult Workforce Programs by  skillpoint alliance

## Construction



4 weeks

NCCER Intro to Craft Skills

**Graduated 111; Employed 72;**

**ACC Student 1**

## Electrical



8 weeks

NCCER Level-One Electrical

**Graduated 105; Employed 89**

## Plumbing

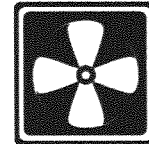


8 weeks

NCCER Level-One Plumbing

**Start Date 10/17/11**

## HVAC



8 weeks

NCCER Level-One HVAC

**Start Date 1/17/12**

## Certified Nurse Aide (CNA)



3 weeks

NATCEP State Certification

**Start Date 8/22/11**

## Certified Medication Aide (CMA)



10 weeks—evening only

DADS State Certification

**Start Date 10/10/11**

## Office Administration



4 weeks

ACC Office Administration Certification

**Start Date 10/17/11**

## Bookkeeping



3 weeks

ACC Bookkeeping Certification

**Start Date 11/28/11**

**Gateway Program**  
**Participation and Completion Rates**  
**Ex-Offenders vs Total Applicant Pool**

Year	Applicants			Enrollees					Graduates				
	1 Total Applicants	2 Number of Ex-Offenders Applied	3 Percent Ex-Offenders (2÷1)	4 Total Enrolled	5 Ex-Offenders Enrolled	6 Ex-Offenders from CORE	7 Ex-Offenders from TYC	8 Percent Ex-Offenders (5÷4)	9 Total Graduated	10 Ex-Offenders Graduated	11 Percent Ex-Offenders (10÷9)	12 Overall Graduation Rate (9÷4)	13 Ex-Offender Graduation Rate (10÷5)
1994-96	225	75	33.3%	225	75	75	0	33.3%	190	68	35.8%	84.4%	90.7%
Avg 94-96	75	25	33.3%	75	25	25	0	33.3%	63	23	35.8%	84.4%	90.7%
1997	91	33	36.3%	91	33	33	0	36.3%	83	31	37.3%	91.2%	93.9%
1998	94	33	35.1%	94	33	33	0	35.1%	74	29	39.2%	78.7%	87.9%
1999	93	61	65.6%	85	59	42	6	69.4%	69	47	68.1%	81.2%	79.7%
2000	114	95	83.3%	104	86	55	13	82.7%	90	76	84.4%	86.5%	88.4%
2001	127	78	61.4%	103	67	44	6	65.0%	91	62	68.1%	88.3%	92.5%
2002	109	57	52.3%	84	49	25	9	58.3%	76	45	59.2%	90.5%	91.8%
2003	150	64	42.7%	82	40	16	6	48.8%	66	30	45.5%	80.5%	75.0%
2004	130	78	60.0%	93	54	0	22	58.1%	72	42	58.3%	77.4%	77.8%
2005	112	69	61.6%	86	53	0	10	61.6%	79	48	60.8%	91.9%	90.6%
2006	145	106	73.1%	95	72	0	4	75.8%	84	63	75.0%	88.4%	87.5%
2007	132	102	77.3%	97	78	0	2	80.4%	83	67	80.7%	85.6%	85.9%
2008	141	110	78.0%	95	76	0	8	80.0%	80	64	80.0%	84.2%	84.2%
2009	167	139	83.2%	100	83	0	2	83.0%	94	80	85.1%	94.0%	96.4%
2010	231	157	68.0%	148	100	0	1	67.6%	135	91	67.4%	91.2%	91.0%
Total	2061	1257	61.0%	1582	958	323	89	60.6%	1366	843	61.7%	86.3%	88.0%



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Cheryl Aker, x49558

**Elected/Appointed Official/Dept. Head:** County Judge Sam Biscoe

**Commissioners Court Sponsor:** County Judge Sam Biscoe

### **AGENDA LANGUAGE:**

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING TRAVIS COUNTY'S RESPONSE TO REDUCTION IN JURY PAY BY STATE OF TEXAS.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

See attached.

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

### **REQUIRED AUTHORIZATIONS:**

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



August 24, 2011

**To:** County Treasurer and Auditor

**From:** Leonard Higgins

**Subject:** Changes in Juror Program beginning September 28, 2011

On July 19, 2011 the Governor signed SB 1, 82nd Legislature, 1<sup>st</sup> Called Session, which changes the reimbursement rate for jury service after the second day of service. This bill also requires the Comptroller to provide a daily reimbursement rate to the counties based on funding in the General Appropriations Act.

- *How much will the daily rate be for the first day of service?*

As of September 28, 2011, each juror is still entitled to not less than \$6 for the first day or fraction of the first day the person is in attendance in court in response to the process and discharges the person's duty for that day. (*Section 61.001 (a-1) (1) of the Texas Government Code.*)

- *How much is the daily rate reimbursement after the first day of service?*

As of September 28, 2011 each county will be entitled to an amount not less than the amount as provided in the General Appropriations Act for each day or fraction of each day the person is in attendance in court in response to the process after the first day and discharges the person's duty for that day. (*Section 61.001 (a-1) (2) of the Texas Government Code.*)

The Comptroller's Judiciary Section has determined that the county reimbursement amount will be **\$28** per day or fraction of a day for juror service beginning on the second day. This amount will be reviewed quarterly and is subject to adjustment based on claims filed and remaining funds. SB 1 specifically provides that the Comptroller may permit a different rate of juror reimbursement for each quarterly payment to counties provided the funds available in the General Appropriations Act.

If you have additional questions or need further information concerning the Juror Program, please contact the Comptroller's Judiciary Section by e-mail at [leonard.higgins@cpa.state.tx.us](mailto:leonard.higgins@cpa.state.tx.us) or by phone at 1-800-531-5441, extension 6-6100.

Thank you.

**JUROR PROGRAM – CALCULATION OF DAILY RATES FOR 2012/2013**

<b>Juror Service Month/Year</b>	<b>AY/Month Paid</b>	<b>Actual Amount Paid</b>	<b>Daily Rate</b>	<b>Number of Jurors</b>	<b>New Daily Rate</b>	<b>Projected Quarterly Payments</b>	<b>Quarterly Budget</b>	<b>Excess/Short</b>
<b>AY 2010</b>								
Jul 2009 to Sep 2009	AY 10 - Nov	\$2,800,296.00	34	82,361.65	34	\$2,800,296.00	\$2,295,425.00	
Oct 2009 to Dec 2009	AY 10 - Feb	\$2,580,974.00	34	75,911.00	28	\$2,125,508.00	\$2,295,425.00	
Jan 2010 to Mar 2010	AY 10 - May	\$2,667,164.00	34	78,446.00	28	\$2,196,488.00	\$2,295,425.00	
Apr 2010 to June 2010	AY 10 - Aug	\$2,860,732.00	34	84,139.18	28	\$2,355,896.94	\$2,295,425.00	
<b>Total</b>		\$10,909,169.00	34	320,857.82		\$9,478,188.94	\$9,181,700.00	<b>(\$296,488.94)</b>
<b>AY 2011</b>								
Jul 2010 to Sep 2010	AY 11 - Nov	\$2,500,844.00	34	73,554.24	34	\$2,500,844.00	\$2,295,425.00	
Oct 2010 to Dec 2010	AY 11 - Feb	\$2,309,983.00	34	67,940.68	28	\$1,902,338.94	\$2,295,425.00	
Jan 2011 to Mar 2011	AY 11 - May	\$2,482,926.00	34	73,027.24	28	\$2,044,762.59	\$2,295,425.00	
Apr 2011 to June 2011	AY 11 - Aug	\$2,868,808.00	34	84,376.71	28	\$2,362,547.76	\$2,295,425.00	
<b>Total</b>		\$10,162,561.00	34	298,898.85		\$8,810,493.29	\$9,181,700.00	\$371,206.71
<b>AY 2012 (Projected - Average of AY 10 and AY 11)</b>								
Jul 2011 to Sep 2011	AY 12 - Nov	\$2,650,570.00	34	77,957.94	<b>34</b>	\$2,650,570.00	\$2,295,425.00	
Oct 2011 to Dec 2011	AY 12 - Feb	\$2,445,478.50	34	71,925.84	<b>28</b>	\$2,013,923.47	\$2,295,425.00	
Jan 2012 to Mar 2012	AY 12 - May	\$2,575,045.00	34	75,736.62	<b>28</b>	\$2,120,625.29	\$2,295,425.00	
Apr 2012 to June 2012	AY 12 - Aug	\$2,864,770.00	34	84,257.94	<b>28</b>	\$2,359,222.35	\$2,295,425.00	
		\$10,535,863.50	34	309,878.34		\$9,144,341.12	\$9,181,700.00	\$37,358.88



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6<sup>th</sup>, 2011

**Prepared By/Phone Number:** Paul Knight – Sheriff's Office 854-3239

**Elected/Appointed Official/Dept. Head:** Sheriff Greg Hamilton 854-9788

**Commissioners Court Sponsor:** County Judge Sam Biscoe

**AGENDA LANGUAGE:**

To consider and take appropriate action on the continuation of the Sheriff's Office Dispatch Interlocal Agreements with Municipalities for the next fiscal year.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

Explanation attached.

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

Travis County will collect \$188,942.00 in fees from the municipalities for 911 and dispatching services for the next fiscal year.

**REQUIRED AUTHORIZATIONS:**

Jim Connolly, Assistant County Attorney 854-9513

**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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.





JAMES N. SYLVESTER  
Chief Deputy

## GREG HAMILTON

TRAVIS COUNTY SHERIFF

P.O. Box 1748  
Austin, Texas 78767  
(512) 854-9770  
[www.tcsheriff.org](http://www.tcsheriff.org)

PHYLLIS CLAIR  
Major - Law Enforcement

DARREN LONG  
Major - Corrections

MARK SAWA  
Major - Administration & Support

### Memorandum

August 22, 2011

To: Honorable Sam Biscoe, County Judge  
Honorable Ron Davis, Precinct One Commissioner  
Honorable Sarah Eckhardt, Precinct Two Commissioner  
Honorable Karen Huber, Precinct Three Commissioner  
Honorable Margaret Gomez, Precinct Four Commissioner

From: Paul Knight, Captain

Reference: Dispatch Inter-Local Agreements for the Next Fiscal Year

The Sheriff's Office continues to provide dispatching and 911 call-taking services to five of our local municipalities. The terms of those services are described in The Annual Interlocal Agreement for Emergency Law Enforcement Dispatch Services. This is the sixth year the agreements and fees have been in place.

We are very proud of the fact that we have been able to expand Mobile Data Services to all five of our customers. Ultimately, the Sheriff's Office has been the benefactor for that progress, as we have been able to put self-assignment and queries in the hands of those officers. Their integration into our CAD system is now seamless.

We appreciate the continued support of the Commissioner's Court in our endeavors to serve all of the citizens of Travis County and would appreciate the consideration and approval of these agreements.

cc: Greg Hamilton, Sheriff  
Jim Connolly, Assistant County Attorney



*Safety, Integrity, Tradition of Service*

## **Resolution 11-96**

### **Interlocal Agreement Between Travis County and the City of Mustang Ridge For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Mustang Ridge located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

#### **1.0 County Performance**

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement.

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

## 2.0 City Performance

2.1 City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

### **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2011 and shall continue through September 30, 2012, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

### **4.0 Mobile Data Computer**

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

**5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$ 22,514 (Twenty Two Thousand Five Hundred Fourteen Dollars) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2012.

5.2 Costs of IT Support for Mobile Data. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

**6.0 Access to Records.**

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

**7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

**8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

**9.0 Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

**10.0 Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)  
Travis County Judge's Office  
314 W. 11<sup>th</sup> St.  
Austin, TX 78701

City:

Mustang Ridge Police Department  
12800 S. Highway 183  
Mustang Ridge, Texas 78610

**10.0 Interlocal Cooperation Act.**

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

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

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

CITY OF MUSTANG RIDGE

By: Alexandro M. Flores

Printed Name: Alexandro M. Flores

Title: Mayor

Date: 6-13-11



**Interlocal Agreement Between Travis County and the City of Jonestown  
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Jonestown located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

**1.0 County Performance**

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement.

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.



1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

## 2.0 **City Performance**

2.1 City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

### **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2011 and shall continue through September 30, 2012, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

### **4.0 Mobile Data Computer**

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

**5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$ 27,882 (Twenty Seven Thousand Eight Hundred Eighty Two Dollars) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2012.

5.2 Costs of IT Support for Mobile Data. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

**6.0 Access to Records.**

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

**7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

**8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

## 9.0 **Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

10.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)  
Travis County Judge's Office  
314 W. 11<sup>th</sup> St.  
Austin, TX 78701

City:

Jonestown Police Department  
10304 N. Park Drive  
Jonestown, Texas 78645

**10.0 Interlocal Cooperation Act.**

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

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

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

CITY OF JONESTOWN

By: Deane Armstrong

Printed Name: DEANE ARMSTRONG

Title: MAYOR

Date: 7-14-2011

**Interlocal Agreement Between Travis County and the City of Sunset Valley  
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Sunset Valley located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

**1.0 County Performance**

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

## 2.0 City Performance

2.1 City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

### **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2011 and shall continue through September 30, 2012, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

### **4.0 Mobile Data Computer**

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.



**5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$ 51,955 (Fifty One Thousand Nine Hundred Fifty Five Dollars) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2012.

5.2 Costs of IT Support for Mobile Data. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

**6.0 Access to Records.**

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

**7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

**8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

## 9.0 **Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

10.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)  
Travis County Judge's Office  
314 W. 11<sup>th</sup> St.  
Austin, TX 78701

City:

Sunset Valley Police Department  
3205 Jones Road  
Sunset Valley, Texas 78745

**10.0 Interlocal Cooperation Act.**

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

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

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

CITY OF SUNSET VALLEY

By: Barbara Wilson

Printed Name: BARBARA WILSON

Title: MAYOR

Date: 8/2/11

**Interlocal Agreement Between Travis County and the City of Rollingwood  
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Rollingwood located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

**1.0 County Performance**

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement.

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

## 2.0 City Performance

2.1 City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

### **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2011 and shall continue through September 30, 2012, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

### **4.0 Mobile Data Computer**

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

**5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$ 21,301 (Twenty One Thousand Three Hundred One Dollars) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2012.

5.2 Costs of IT Support for Mobile Data. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

**6.0 Access to Records.**

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

**7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

**8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

## 9.0 **Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

10.0 **Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)  
Travis County Judge's Office  
314 W. 11<sup>th</sup> St.  
Austin, TX 78701

City:

Rollingwood Police Department  
403 Nixon Drive  
Austin, Texas 78746



**10.0 Interlocal Cooperation Act.**

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

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

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

CITY OF ROLLINGWOOD

By: 

Printed Name: DAYNE PRYOR

Title: CHIEF OF POLICE

Date: 4-18-2011

**Interlocal Agreement Between Travis County and the City of Manor  
For Emergency Law Enforcement Dispatch Services**

This Agreement is between the following parties: the City of Manor located in Travis County, hereinafter referred to as "City" and Travis County hereinafter referred to as "County".

WHEREAS, City and County have determined that it is mutually beneficial for County to provide emergency law enforcement dispatch services for City; and,

WHEREAS, City and County agree that these services should be provided through the Travis County Sheriff's Office Emergency Communications Center, hereinafter referred to as Emergency Communications Center; and,

WHEREAS, City and County agree that reliable emergency law enforcement dispatch services assists both City and County; and,

WHEREAS, each party to this agreement desires to ensure the provision of emergency law enforcement dispatch services and to enhance the public safety and welfare of the citizens of Travis County; and,

THEREFORE, City and County agree to the following:

**1.0 County Performance**

1.1 The Travis County Sheriff's Office will provide emergency law enforcement dispatch services to City law enforcement personnel in accordance with the terms and conditions of this Agreement. Services will be provided twenty-four hours per day, seven days per week during the period of this Agreement.

1.2 Not all emergency calls will be dispatched by Travis County Sheriff's Office. Only those calls associated with law enforcement incidents will be directly dispatched by TCSO personnel. Other types of emergency calls, such as fire and emergency medical services, will be routed to other appropriate governmental entities.

1.3 Law enforcement calls will be dispatched in a timely manner once the incident enters the waiting queue in the Computer Aided Dispatch (CAD) system. All calls will be dispatched according to TCSO protocols without regard to jurisdiction.

1.4 TCSO will not dispatch administrative calls, or calls that are requests for services other than law enforcement services. TCSO will refer callers of non-emergency calls to other appropriate numbers as time allows.

1.5 The Travis County Sheriff's Office Emergency Communications Manager is the usual responsible person for handling all complaints and grievances about dispatch performance.

1.6 All non-emergency complaints should be handled during routine business hours of Monday through Friday 8-5. Complaints should be addressed by either the on-duty emergency communications supervisor or the TCSO patrol watch commander.

1.7 The Travis County Sheriff's Office Emergency Communications Manager is responsible for Travis County Sheriff's operations and shall be responsible for overseeing all necessary hardware and software for the operations of the emergency communications center. The Center shall be operated in a manner consistent with TCSO policies and procedures.

1.8 Radio communications protocols have been developed by Travis County Sheriff's Office so that all radio communications occur on a consistent basis. Information concerning these protocols will be made available to qualified personnel from City.

1.9 There will be an initial consultation for configuration of unit identifiers. Thereafter CAD updates will occur only if capacity has been exceeded or if City and the Emergency Communications Manager mutually agree that a change is necessary

1.10 Prioritization of Calls. Procedures for establishing prioritization of calls shall be the responsibility of TCSO. Call priorities shall be equally applied to all governmental jurisdictions or cities.

## 2.0 City Performance

2.1 City shall supply its personnel with all necessary, authorized equipment needed to provide communications that are compatible with emergency center operations. City shall be responsible for maintaining its equipment.

2.2 City shall adhere to all emergency communications protocols developed by the Travis County Sheriff's Office.

2.3 City shall install and maintain any software necessary to view incidents in the CAD system if they wish to have access for statistical or other purposes.

### **3.0 Duration of Agreement**

3.1 Term. The term of this Agreement shall begin on October 1, 2011 and shall continue through September 30, 2012, unless sooner terminated by either party as provided herein.

3.2 Termination. Either party may terminate this Agreement by giving the other party written notice of its intent to terminate at least 60 days prior to the effective date of the termination.

### **4.0 Mobile Data Computer**

4.1 City participation in Mobile Data is beneficial to both the County and the City. Participation in Mobile Data is voluntary. In consideration of the benefits that the County will receive as a result of City's participation in Mobile Data, the County will discount the base amount otherwise payable by City to County for dispatch services by 25% in exchange for City's participation in Mobile Data. If City qualifies for this discount, the discount will be reflected in the base amount to be paid by City as shown in section 5.1. The 25% discount will not apply to billing for parts and/or labor in connection with maintenance of Mobile Data equipment.

4.2 City will provide its own computer and mounting hardware approved by the County. Software installed onto each computer must be approved by the County. Maintenance, service, and installation of mounting hardware and electronics must be performed by a service provider approved by the County.

4.3 The County agrees to provide network connectivity support beyond the public data carrier by making the County Information Technology Help Desk available during normal business hours free of charge.

4.4 Information Technology support on the computer's hardware is the responsibility of the City. The County will provide support to alterations to the County approved software image. The County shall be reimbursed for any direct cost of labor and parts in performing on-going maintenance or service to the computer's image.

4.5 The County shall not increase the service rate for the duration of the annual contract. If either Party terminates this Agreement, the County has the right to receive payment for all parts, labor, or additional services provided before the effective date of termination.

**5.0 Compensation to County.**

5.1 Base Payment for Dispatch Services. City shall pay County a base amount of \$ 65,290 (Sixty Five Thousand Two Hundred Ninety Dollars) for dispatch services rendered pursuant to this Agreement. Payment of this base amount shall be made by March 15, 2012.

5.2 Costs of IT Support for Mobile Data. City will pay the County on a timely basis for parts and labor on Mobile Computer Maintenance Services rendered at the following rates:

Hourly labor at \$55.00 per hour for work performed during "normal business times," which are from 7:30 a.m. until 5:00 p.m. on Monday through Friday. Service Call vehicle trip charge of \$25.00 per trip will be applied. Any additional costs associated with Information Technology support will be billed bi-annually.

**6.0 Access to Records.**

Read only access to emergency communications records shall be made available to the governmental jurisdiction via Visinet for purposes of viewing individual incidents and confirming emergency communications CAD numbers. Access to records is limited to web access only and does not constitute a license to use Travis County's CAD system. Only authorized personnel, as determined by TCSO emergency communications personnel, will be granted Visinet access.

**7.0 Release of Information**

Any TCSO information generated by CAD that is viewed via the internet may not be released for public information purposes or general distribution. CAD access is granted for purposes of viewing incidents associated with governmental jurisdiction for confirmation of dispatch.

**8.0 Amendments**

This Agreement may not be amended, except in writing and signed by both parties. No official, agent, employee, or representative of Travis County has any authority to alter, amend, or modify the terms of this Agreement, except in accordance with such express authority as may be granted by the Travis County Commissioner's Court.

**9.0 Limitations and Liabilities**

9.1 Nothing in this agreement shall constitute a basis for consideration of an ownership position in Travis County's emergency communications. Participation in this agreement is for service only from the County and does not create any entitlement to an ownership position in the fixed assets of emergency communications. Further, participation does not grant the governmental jurisdiction representation on any boards associated with the operations of the emergency communications center.

9.2 County shall not be liable for any claims, damages, and attorneys fees arising from negligent or wrongful acts of employees of City. In no event shall the County be liable to the City for incidental, consequential, indirect, or punitive damages.

9.3 It is expressly understood and agreed that in the execution of this Agreement, no party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it against any claims arising out of the exercise of governmental powers and functions.

9.4 Nothing in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

**10.0 Notifications** All notices under this Agreement shall be in writing and may be either hand-delivered or sent by certified mail, postage prepaid, return receipt requested to the following:

County:

Honorable Sam Biscoe (or his successor)  
Travis County Judge's Office  
314 W. 11<sup>th</sup> St.  
Austin, TX 78701

City:

Manor Police Department  
201 East Parsons Drive  
Manor, Texas 78653

**10.0 Interlocal Cooperation Act.**

This Agreement is an Interlocal Agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Each Party agrees that in the performance of its respective obligations as set forth in this Agreement, it is carrying out a duly authorized governmental function, which it is authorized to perform individually under the applicable statutes of the State of Texas and/or its charter. The Parties agree that the compensation to be made by City to County as set forth in this Agreement is in an amount intended to fairly compensate County for the services that it provides hereunder.

EXECUTED AS OF THE LATER DATE SET FORTH BELOW.

TRAVIS COUNTY

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

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

CITY OF MANOR

By: Jeff Turner

Printed Name: JEFF TURNER

Title: MAYOR

Date: 8-17-11



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Michael Winn 854-4728

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Agenda Request for approval of the order designating the main Early Voting location, all temporary Early Voting locations, and mobile Early Voting polling places for the November 8, 2011 Joint General and Special Elections.

The Travis County Clerk is sending you a list of the Early Voting permanent and mobile polling locations to be certified by the Commissioners Court. The certification will be valid for the November 8, 2011 Joint General and Special Elections.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

### **REQUIRED AUTHORIZATIONS:**

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



**Order Designating Main Early Voting Polling Place, Temporary Branch Early Voting Polling Place, and Hours for Early Voting on Weekdays for the November 8, 2011 Joint General and Special Elections**

Texas Election Code section 85.002(b) permits the Travis County Commissioners Court to designate the main early voting polling place for county-wide elections. And Texas Election Code section 85.062(a)(1) permits the court to designate temporary branch early voting polling places for an election in which the county clerk is the early voting clerk.

The election code further establishes, under sections 85.005(a) and (c), that early voting will be conducted at the main early voting polling place for at least twelve hours on each weekday of the last week of the early voting period, and for other weekdays during the early voting period, the days and hours the county clerk's office is regularly open for business. And under section 85.064(b), early voting by personal appearance at each temporary branch early voting polling place established under Section 85.062(d) will be conducted on the days that early voting is required to be conducted at the main early voting polling place. The authority establishing those temporary branch early voting polling places will determine the hours during which voting is to be conducted on those days. But under section 85.064(c), early voting by personal appearance at temporary branch early voting polling places, other than those polling places designated under section 85.062(d), may be conducted on any one or more days and during any hours of the period for early voting by personal appearance.

The temporary branch early voting polling places designated by this order are located as prescribed by Texas Election Code section 85.062 (b)–(f).

Accordingly, under Texas Election Code section 85.001(a) and (c) and the above-referenced legal authorities, the Travis County Commissioners Court hereby designates for the November 8, 2011 Joint General and Special Elections the main early voting polling place, the temporary branch early voting polling places, and the temporary branch early voting polling places designated for the mobile early voting program, as set forth in Exhibit A, which is attached and incorporated by reference here for all purposes.

For the November 8, 2011 Joint General and Special Elections, the main early voting polling place will be open for early voting by personal appearance on weekdays from 7:00 a.m. to 7:00 p.m., beginning on Monday, October 24, through Friday, November 4, except that the temporary branch early voting polling places specified in Exhibit A will be open for early voting by personal appearance during those days and hours specified in Exhibit A.  
BE IT SO ORDERED on this, the \_\_\_\_\_ day of September, 2011.

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Honorable Samuel T. Biscoe  
Travis County Judge

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Honorable Ron Davis  
Commissioner, Precinct One

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Honorable Sarah Eckhardt  
Commissioner, Precinct Two

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Honorable Karen Huber  
Commissioner, Precinct Three

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Honorable Margaret Gómez  
Commissioner, Precinct Four

# EXHIBIT A



**Travis County Early Voting Sites**  
**November 8, 2011 Joint General and Special Elections**  
**Early Voting Period: Monday, October 24 – Friday, November 4, 2011**

***Sitios para Votación Adelantada del Condado de Travis***  
*Elecciones Generales y Especiales Conjuntas, 8 de noviembre de 2011*  
*Período de la Votación Adelantada: lunes, 24 de octubre – viernes, 4 de noviembre, 2011*

**CENTRAL / CENTRAL****Travis County Airport Blvd Offices**

5501 Airport Blvd  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*

**Fiesta Mart Central**

3909 North IH-35 @ Delwood Shopping Center  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*

**University of Texas**

2400 Inner Campus Dr  
 Flawn Academic Center Lobby, West Mall, UT Campus  
 Mon–Fri 8 am–6 pm, Sat Closed, Sun Closed  
*Lunes–Viernes 8 am–6 pm, Sab Cerrado, Dom Cerrado*

**Howson Branch Public Library**

2500 Exposition Blvd  
 Mon–Wed 10 am–7 pm, Thur Closed, Fri 10 am–6 pm,  
 Sat 10 am–5 pm, Sun Closed  
*Lunes–Miércoles 10 am–7 pm, Jueves Cerrado, Viernes 10 am–6 pm, Sab 10 am–5 pm, Dom Cerrado*

**NORTH / NORTE****Ben Hur Shriners Hall**

7811 Rockwood Ln  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*

**Chinatown Center**

10901 N. Lamar Blvd  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*

**NORTHEAST / NORESTE****County Tax Office, Pflugerville (Community Room)**

15822 Foothill Farms Loop  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*

**NORTHWEST / NOROESTE****Randalls Research and Braker**

10900-D Research Blvd @ Braker Ln  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*

**SOUTH / SUR****HEB South Congress**

2400 S Congress (temp building in parking lot)  
*(edificio provisional en el estacionamiento)*  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*

**Randalls Ben White and Manchaca**

2025 West Ben White Blvd @ Manchaca Rd  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*

**SOUTHEAST / SURESTE****Dan Ruiz Public Library**

1600 Grove Blvd  
 Mon–Thur 10 am–7 pm, Fri Closed, Sat 10 am–5 pm,  
 Sun Closed  
*Lunes–Jueves 10 am–7 pm, Viernes cerrado, Sab 10 am–5 pm, Dom cerrado*

**SOUTHWEST / SUROESTE****Randalls South Mopac and William Cannon**

6600 S Mopac @ William Cannon  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*

**Randalls Brodie and Slaughter**

9911 Brodie Ln @ Slaughter Ln  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*

**EAST / ESTE****Parque Zaragoza Recreation Center**

2608 Gonzales St @ East 7th  
 Mon–Fri 10 am–7 pm, Sat 10 am–5 pm, Sun Closed  
*Lunes–Viernes 10 am–7 pm, Sab 10 am–5 pm, Dom cerrado*

**Carver Complex**

1165 Angelina St  
 Mon–Thur 10 am – 6 pm, Fri - Sat 10 am–4 pm, Sun Closed  
*Lunes–Jueves 10 am–6 pm, Viernes - Sab 10 am–4 pm, Dom cerrado*

**WEST / OESTE****Flagship Randalls at Westlake Hills**

3300 Bee Caves Rd  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*

**Randalls Lakeway**

2301 RR 620 South  
 Mon–Fri 7 am–7 pm, Sat 8 am–6 pm, Sun Noon–6 pm  
*Lunes–Viernes 7 am–7 pm, Sab 8 am–6 pm, Dom Mediodía–6 pm*



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Michael Winn 854-4728

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Agenda Request to Consider and take appropriate action regarding an order to designate Election Day polling places for the November 8, 2011 Joint General and Special Elections.

The Travis County Clerk is sending the Election Day polling places to be certified by the Commissioners Court. The certification will be valid for the November 2, 2010 Joint General and Special Elections. Please Note: This will be the first election where all Election Day polling locations will serve as "Vote Centers". Like Early Voting, every location can process any Travis County registered voter.

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

### **REQUIRED AUTHORIZATIONS:**

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

## **Order Designating Election-Day Polling Places for the November 8, 2011 Joint General and Special Elections**

Texas Election Code section 43.002 permits the Travis County Commissioners Court to designate election-day polling places for county election precincts. And Texas Election Code section 42.008 permits the court to consolidate election precincts in special elections, including the upcoming November 8, 2011 Joint General and Special Elections to be held in Travis County;

As such, the Travis County Commissioners Court orders that the November 8, 2011 Special Elections be conducted jointly by Travis County and other entities, and that new polling places be established, including those polling places for consolidated precincts, as set forth in Exhibit A, which is attached and incorporated by reference here for all purposes. In addition to the new polling places listed in Exhibit A, Travis County will use for this election those election-day polling places that the court previously established and that have not been changed by this order.

This order takes effect immediately.

BE IT SO ORDERED ON THIS, the \_\_\_\_ day of September, 2011.

By: \_\_\_\_\_  
Honorable Samuel T. Biscoe  
Travis County Judge

\_\_\_\_\_  
Honorable Ron Davis  
Commissioner, Precinct One

\_\_\_\_\_  
Honorable Sarah Eckhardt  
Commissioner, Precinct Two

\_\_\_\_\_  
Honorable Karen Huber  
Commissioner, Precinct Three

\_\_\_\_\_  
Honorable Margaret Gómez  
Commissioner, Precinct Four

# EXHIBIT A



## Tuesday, November 8, 2011 - Joint General and Special Elections - Election Day Vote Center Polling Places

*martes, 8 de noviembre, 2011 - Elecciones Generales y Especiales Conjuntas - Casillas Electorales para el Día de Elección*

**Travis County Clerk Dana DeBeauvoir Elections Division**

*Secretaria del Condado de Travis Dana DeBeauvoir - División de Elecciones*



### Vote at Your Home Precinct or ANY Travis County Vote Center Polling Place on November 8 -- Precinct Voting Requirements Return in the March 2012 Primary Elections

101 Dailey Middle School 14000 Westall St	140 Combined @ 139 Gus Garcia Rec Center 1200 East Rundberg Ln	209 Combined @ 202 Murchison Elementary 2215 Kelly Ln	238 Murchison Middle School 3700 North Hills Dr	268 Chinatown Center (New) 10901 Noth Lamar Blvd Suite TBD
105 Manor ISD Administration Building 10335 US Highway 290E	141 Reagan High School 7104 Berkman Dr	210 O. Henry Middle School 2610 West 10th St	239 Gullett Elementary School 6310 Treadwell Blvd	271 Doss Elementary School 7005 Northledge Dr
106 Travis County Sheriff's Office East 7811 Burseson-Manor Rd	145 Red River Church 4425 Red River St	211 Walnut Creek Elementary School 401 West Braker Ln	240 Highland Park Elementary School 4900 Fairview Dr	272 Combined @ 274 First English Lutheran Church 3001 Whitis Ave
107 New Sweden Lutheran Church 12809 New Sweden Church Rd	146 Lee Elementary School 3308 Hampton Rd	213 Graham Elementary School 11211 Tom Adams Dr	241 Brentwood Elementary School 6700 Arroyo Seco	273 Trinity Lutheran Church 1207 West 45th St
108 Copperfield Elementary School 12135 Thompkins Dr	148 UT Flawn Academic Center 2400 Inner Campus Dr (West Mall)	214 Bryker Woods Elementary School 3309 Kerbey Ln	242 Northwest Baptist Church 6301 Woodrow Ave	274 First English Lutheran Church 3001 Whitis Ave
109 Parmer Ln Elementary School 1806 Parmer Ln	149 Reilly Elementary School 405 Denson Dr	215 Wells Branch Community Library 15001 Wells Port Dr	243 Ben Hur Shriners Hall 7811 Rockwood Ln	275 Baker Center 3908 Ave B (enter off 39th St)
110 River Oaks Elementary School 12401 Scofield Farms Dr	150 Brown Elementary School 505 West Anderson Ln	216 Northwest Elementary School 14014 Thermal Dr	246 Hill Elementary School 8601 Tallwood Dr	277 Combined @ 148 UT Flawn Academic Center 2400 Inner Campus Dr
111 Westview Middle School 1805 Scofield Ln	151 Northeast Health Center 7112 Ed Bluestein Blvd, Suite #155	217 Wells Branch MUD Rec Center 3000 Shoreline Dr	247 Combined @ 271 Doss Elementary School 7005 Northledge Dr	278 St Luke United Methodist Church 1306 West Lynn St
112 Dessau Elementary School 1501 Dessau Ridge Ln	152 Maplewood Elementary School 3808 Maplewood Ave	218 ACC Northridge Campus 11928 Stonehollow Dr	248 Burnet Middle School 8401 Hathaway Dr	279 Combined @ 267 Great Hills Baptist Church 10500 Jollyville Rd
113 Wieland Elementary School 900 Tudor House Rd	153 Combined @ 139 Gus Garcia Rec Center 1200 East Rundberg Ln	219 Caldwell Elementary School 1718 Picadilly Dr	249 St Matthew's Episcopal Church 8134 Mesa Dr	301 Sunset Valley City Hall 3205 Jones Rd
121 LBJ High School 7309 Lazy Creek Dr	154 Bluebonnet Trail Elementary School 11316 Farmhaven Rd	220 Fire Station # 31 5507 FM 2222	250 Mathews Elementary School 906 West Lynn St	302 Bailey Middle School 4020 Lost Oasis Hollow
122 Combined @ 121 LBJ High School 7309 Lazy Creek Dr	156 Virginia Brown Recreation Center 7500 Blessing Ave	222 Combined @ 219 Caldwell Elementary 1718 Picadilly Dr	251 Combined @ 210 O. Henry Middle School 2610 West 10th St	303 Oak Hill Primitive Baptist Church 11408 FM 1826
123 Eastside Memorial Global Tech High School 1012 Arthur Stiles Rd	160 YMCA North Park Branch 9616 North Lamar Blvd	223 Combined @ 224 County Tax Office (Community Rm) 15822 Foothill Farms Loop (Just off of Pecan St)	252 North Village Library (NEW) 2505 Steck Ave	304 Kiker Elementary School 5913 LaCrosse Ave
124 Carver Library 1161 Angelina St	161 Lanier High School 1201 Payton Gin Rd	224 County Tax Office (Community Rm) 15822 Foothill Farms Loop (Just off of Pecan St)	253 First Presbyterian Church 8001 Mesa Dr	306 Combined @ 319 Lakeway Activity Center 105 Cross Creek Dr
126 David Chapel Portable 2211 East MLK Jr Blvd	163 Cook Elementary School 1511 Cripple Creek Rd	225 Combined @ 217 Wells Branch MUD Rec Center 3000 Shoreline Dr	254 Emeritus at North Austin (NEW) 5310 Duval Rd	307 Rollingwood Municipal Building 403 Nixon Dr
129 Sims Elementary School 1203 Springdale Rd	164 Barrington Elementary School 400 Cooper Dr	226 Brookhollow Elementary School 1200 North Railroad Ave	256 Howson Library (NEW) 2500 Exposition Blvd	308 Briarcliff POA Community Center 22801 Briarcliff Dr
130 Memorial United Methodist Church 6100 Berkman Dr	200 Combined @ 226 Brookhollow Elementary 1200 North Railroad Ave	227 Spring Hill Elementary School 600 South Heatherwilde Blvd	258 McBee Elementary School 1001 West Braker Ln	309 Kocurek Elementary School 9800 Curlew Dr
132 Pecan Springs Elementary School 3100 Rogge Ln	202 Murchison Elementary School 2215 Kelly Ln	228 Combined @ 254 Emeritus at North Austin (New) 5310 Duval Rd	259 Summitt Elementary School 12207 Brigadoon Ln	310 Menchaca Elementary School 12120 Manchaca Road
133 Blanton Elementary School 5408 Westminster Dr	203 Boulder Ridge Community Room 3300 Killingsworth Ln	229 Wells Branch Community Center 2106 Klattenhoff Dr	260 Austin Brethren Church 1800 Payton Gin Rd	312 Travis County Sheriff's Office at Hudson Bend 3800 Hudson Bend Rd
135 Combined @ 130 Memorial United Methodist 6100 Berkman Dr	205 Camden Huntingdon Apartments 12349 Metric Blvd	231 Cat Mountain Homeowners Association Office 6007 Mount Bonnell Rd	262 Combined @ 249 St Matthew's Episcopal Church 8134 Mesa Dr	314 St Christopher's Episcopal Church 8724 Travis Hills Dr
136 Ridgetop Elementary School 5005 Caswell Ave	206 Pfluger Hall 203B East Pecan St	235 McCallum High School 5600 Sunshine Dr	263 United Christian Church 3500 West Parmer Ln	315 Villages Amenities Center 12006 Gatling Gun Ln
137 Winters Building 701 West 51st St	207 YMCA Northwest Branch 5807 McNeil Rd	236 Rosedale Elementary School 2117 West 49th St	266 Senior Activity Center 2874 Shoal Crest Ave	316 Travis County Parks Office 14624 Hamilton Pool Rd
139 Gus Garcia Rec Center (NEW) 1201 East Rundberg Ln	208 Triumphant Love Lutheran Church 9508 Great Hills Tr	237 Highland Park Baptist Church 5206 Balcones Dr	267 Great Hills Baptist Church 10500 Jollyville Rd	317 Eanes ISD Administration Building 601 Camp Craft Rd





## Tuesday, November 8, 2011 - Joint General and Special Elections - Election Day Vote Center Polling Places

*martes, 8 de noviembre, 2011 - Elecciones Generales y Especiales Conjuntas - Casillas Electorales para el Día de Elección*

**Travis County Clerk Dana DeBeauvoir - Elections Division**

*Secretaria del Condado de Travis Dana DeBeauvoir - División de Elecciones*



### Vote at Your Home Precinct or ANY Travis County Vote Center Polling Place on November 8 -- Precinct Voting Requirements Return in the March 2012 Primary Elections

318	<b>West Ridge Middle School</b> 9201 Scenic Bluff Dr	347	<b>Hill Country Middle School</b> 1300 Walsh Tarlton Ln	376	<b>Canyon Ridge Middle School</b> 12601 Country Trails Ln	429	<b>Dan Ruiz Branch Public Library</b> 1600 Grove Blvd	461	<b>Ann Richards School</b> 2206 Prather Ln (Portable A)
319	<b>Lakeway Activity Center</b> 105 Cross Creek Dr	349	<b>ACC Pinnacle Campus</b> 7748 Highway 290 West	377	<b>Shepherd of the Hills Christian Church</b> 6909 West Courtyard Dr	430	<b>Combined @ 424 South Austin Rec Center</b> 1100 Cumberland Rd	462	<b>Austin Travis County Integral Care MHMR</b> 1700 South Lamar Blvd, Suite 101
320	<b>Randalls Lakeway (New)</b> 2301 RR 620 South	350	<b>Cowan Elementary School</b> 2817 Kentish Dr	378	<b>Austin Christian Fellowship</b> 6401 River Place Blvd	431	<b>Baty Elementary School</b> 2101 Faro Dr	463	<b>Williams Elementary School</b> 500 Mairo St
321	<b>Combined @ 310 Manchaca Elementary School</b> 12120 Manchaca Road	351	<b>Small Middle School</b> 4801 Monterey Oaks Blvd	379	<b>Steiner Ranch Elementary School</b> 4001 Quinlan Park Rd	433	<b>Travis High School</b> 1211 East Oltorf St		
323	<b>Texas Oaks Baptist Church</b> 9910 Bilbrook Place	352	<b>Covington Middle School</b> 3700 Convict Hill Rd	401	<b>Del Valle ISD Administration Building</b> 5301 Ross Rd	437	<b>Becker Elementary School</b> 906 West Milton St		
324	<b>Bee Cave City Hall</b> 4000 Galleria Parkway	354	<b>Travis Country Office (HOA)</b> 4504 Travis Country Circle	402	<b>Elroy Community Library</b> 13512 FM 812	438	<b>Sanchez Elementary School</b> 73 San Marcos St		
326	<b>Laurel Mountain Elementary School</b> 10111 DK Ranch Rd	355	<b>Southwest Church of Christ</b> 8900 Manchaca Rd	403	<b>Creedmoor Elementary School</b> 5604 FM 1327	439	<b>Cantu/Pan Am Recreation Center</b> 2100 East 3rd St		
327	<b>Fire Station # 33</b> 9409 Bluegrass Dr	356	<b>Casey Elementary School</b> 9400 Texas Oaks Dr	404	<b>Blazier Elementary School</b> 8601 Vertex Blvd	440	<b>Parker Lane United Methodist Church</b> 2105 Parker Ln		
328	<b>Renaissance Retirement Center</b> 11279 Taylor Draper Ln	358	<b>Boone Elementary School</b> 8101 Croftwood Dr	405	<b>Ojeda Middle School</b> 4900 McKinney Falls Parkway	441	<b>St John's Lutheran Church</b> 409 West Ben White Blvd		
330	<b>Combined @ 364 Flagship Randalls</b> 3300 Bee Caves Rd	359	<b>Hudson Bend Middle School</b> 15600 Lariat Trail	406	<b>St Alban's Episcopal Church</b> 11819 IH-35 South	442	<b>Dawson Elementary School</b> 3001 South 1st St		
331	<b>Kathy Caraway Elementary School</b> 11104 Oak View Dr(Enter off Carlwood)	360	<b>Bowie High School</b> 4103 West Slaughter Ln	407	<b>South Rural Community Center</b> 3518 South FM 973	443	<b>Combined @ 450 Dove Springs Rec Center</b> 5801 Ainez Dr		
332	<b>Zilker Elementary School</b> 1900 Bluebonnet Ln	361	<b>West Rural Community Center</b> 8656 Highway 71 West	409	<b>Combined @ 424 South Austin Rec Center</b> 1100 Cumberland Rd	444	<b>Austin City Hall</b> 301 West 2nd St, 1st Floor		
333	<b>Canyon Creek Elementary School</b> 10210 Ember Glen Dr	362	<b>Will Hampton Branch Public Library</b> 5125 Convict Hill Rd	410	<b>Science &amp; Health Resource Center</b> 305 North Bluff Dr(Formerly Pleasant Hill Elementary)	445	<b>Travis County Courthouse</b> 1000 Guadalupe St, 1st Floor		
334	<b>Spicewood Elementary School</b> 11601 Olson Dr	363	<b>Shepherd of the Hills Presbyterian Church</b> 5226 West William Cannon Dr	411	<b>Akins High School</b> 10701 South 1st St	446	<b>St Elmo Elementary School</b> 600 West St Elmo Rd		
335	<b>Canyon Vista Middle School</b> 8455 Spicewood Springs Rd	364	<b>Flagship Randalls (NEW)</b> 3300 Bee Caves Rd	412	<b>Combined @ 454 Randalls Ben White</b> 2025 West Ben White Blvd	447	<b>Odom Elementary School</b> 1010 Turtle Creek Blvd		
336	<b>Hallmark Baptist Church</b> 9023 Old Lampasas Trail	366	<b>Mills Elementary School</b> 6201 Davis Ln	413	<b>Combined @ 406 St Alban's Episcopal Church</b> 11819 IH-35 South	448	<b>Langford Elementary School</b> 2260 Blue Meadow Dr		
337	<b>Lakewood Homeowner's Association</b> 7317 Lakewood Dr	367	<b>Combined @ 304 Kiker Elementary School</b> 5913 LaCrosse Ave	420	<b>Combined @ 440 Parker Lane UMC</b> 2105 Parker Ln	450	<b>Dove Springs Recreation Center</b> 5801 Ainez Dr		
338	<b>Travis County WCID #18</b> 1502 San Juan Dr	370	<b>Round Mountain Community Center</b> 14340 Round Mountain Rd (Leander)	421	<b>Congress Ave Baptist Church</b> 1511 South Congress Ave	451	<b>Bedichek Middle School</b> 6800 Bill Hughes Rd		
339	<b>Western Hills Church of Christ</b> 6211 Parkwood Dr	371	<b>Lago Vista High School</b> 8039 Bar-K Ranch Rd	422	<b>Fulmore Middle School</b> 201 East Mary St	452	<b>Houston Elementary School</b> 5409 Ponciana Dr		
342	<b>Barton Hills Elementary School</b> 2108 Barton Hills Dr	372	<b>Northwest Rural Community Center</b> 18649 FM 1431, Suite 6A	423	<b>Montopolis Recreation Center</b> 1200 Montopolis Dr	454	<b>Randalls Ben White (NEW)</b> 2025 West Ben White Blvd		
343	<b>Combined @ 333 Canyon Creek Elementary</b> 10210 Ember Glen Dr	373	<b>Rolling Hills Community Church</b> 6201 Lohman Ford Rd	424	<b>South Austin Recreation Center</b> 1100 Cumberland Rd	455	<b>Cunningham Elementary School</b> 2200 Berkeley Ave		
345	<b>Bridge Point Elementary School</b> 6401 Cedar St	374	<b>Deer Creek Elementary School</b> 2420 Zeppelin Dr	426	<b>Govalle Elementary School</b> 3601 Govalle Ave	458	<b>Combined @ 455 Cunningham Elem School</b> 2200 Berkeley Ave		
346	<b>Combined @ 319 Lakeway Activity Center</b> 105 Cross Creek Dr	375	<b>Volente Fire Department</b> 15406 FM 2769	427	<b>Allan Elementary School</b> 4900 Gonzales St	460	<b>ACC South Austin Campus</b> 1820 West Stassney Ln		

#### Early Voting Locations That Serve as Election Day Polling Places

- Airport Blvd Election Offices**  
5501 Airport Blvd
- Fiesta Central**  
3909 N IH-35
- HEB South Congress**  
2400 South Congress
- Randalls Brodie**  
9911 Brodie Lane
- Randalls Research**  
10900 D Research Blvd @ Braker Ln
- Randalls South Mopac**  
6600 South Mopac @ William Cannon
- Carver Complex**  
1165 Angelina St
- UT Flawn Academic Center**  
2400 Inner Campus Dr (West Mall)
- County Tax Office (Community Rm)**  
15822 Foothill Farms Loop (Just off of Pecan St)
- Ben Hur Shriners Hall**  
7811 Rockwood Ln
- Howson Library (NEW)**  
2500 Exposition Blvd
- Chinatown Center (New)**  
10901 Noth Lamar Blvd Suite TBD
- Randalls Lakeway (New)**  
2301 RR 620 South
- Flagship Randalls (NEW)**  
3300 Bee Caves Rd
- Dan Ruiz Branch Public Library**  
1600 Grove Blvd
- Randalls Ben White (NEW)**  
2025 West Ben White Blvd



## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Cheryl Aker, x49558

**Elected/Appointed Official/Dept. Head:** County Judge Sam Biscoe

**Commissioners Court Sponsor:** County Judge Sam Biscoe

### **AGENDA LANGUAGE:**

**CONSIDER AND TAKE APPROPRIATE ACTION ON PROCESS TO SELECT COUNTY EXECUTIVE OF PLANNING AND BUDGET:**

**A. VACANCY ANNOUNCEMENT FLYER; AND**

**B. APPOINTMENT OF TEAM TO ASSIST WITH SELECTION.**

### **BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

See attached.

### **STAFF RECOMMENDATIONS:**

HRMD Staff recommends approval of the attached flyer.

### **ISSUES AND OPPORTUNITIES:**

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

### **REQUIRED AUTHORIZATIONS:**

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



# County Executive



## Travis County

Travis County is geographically located on the Edwards Plateau in the U.S. state of Texas. The County is part of the Austin-Round Rock metropolitan area. In the year 2010, the estimated population was 1,024,266; the county has gained more than 447,000 residents since 1990. Its county seat is Austin, the capital of Texas and consistently named one of the Best Places to Live. Austin is approximately 230 miles from Mexico and less than 200 miles from 3 of the 10 largest U.S. cities –192 miles from Dallas to its north, 79 miles from San Antonio to its south, and 162 miles from Houston to its southeast.

Austin averages 300 days of sunshine each year and about 33.78 inches of rainfall.

## Planning and Budget Office

Located in Austin, TX

### The Position

#### Summary of Role

Travis County is seeking candidates with a successful background of service in the management areas of strategic planning, budgeting, human resources, county corporations, transition and succession planning.

Strong emphasis on senior executive level management experience with demonstrated interpersonal and consensus building skills.

Proven track record in financial management and budgeting, team building and organizational relations a plus.

This role is an exempt, salaried position, reporting directly to the Commissioners Court and part of the Operational Planning Team.

#### Minimum Requirements

Bachelor's degree in Business Administration, Management, Public Administration AND eight (8) years professional management and leadership experience with Finance, Budget, and/or Human Resources at the executive level of state or local government. PLUS five (5) years senior administrative level experience developing, implementing and managing goals and objectives with significant organizational impact.

#### Preferred Education

Master's/advanced degree in Business Administration (MBA), Public Administration (MPA), or a field directly related to one or more of the functional areas within the Planning and Budget Office

#### Benefits

Employment at Travis County comes with a full array of benefits. We offer comprehensive health insurance, a health and wellness clinic, longevity pay, paid vacation leave, paid sick leave, County holidays, and Personal Holidays. In addition, Travis County offers an industry competitive salary structure and a friendly, stable work environment in beautiful Central Texas.

#### Salary

\$125,230 to \$150,000 Annually, commensurate with experience.

Criminal, Educational, Reference and Employment Checks conducted.

Travis County is an equal opportunity employer.

APPLICANTS MAY VIEW THE DETAILED JOB ANNOUNCEMENT AND APPLY ON-LINE AT

[www.TravisCountyJobs.org](http://www.TravisCountyJobs.org)



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Gillian Porter, Commissioners Court Specialist, 512-854-4722

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir, Travis County Clerk

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** Approve the Commissioners Court Minutes for the Voting Session of August 16, 2011.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

**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](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# Minutes for the Travis County Commissioners Court Tuesday, August 16, 2011 Voting Session

Minutes Prepared by the Travis County Clerk  
**512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX  
78714-9325**

## Call to Order

Meeting called to order on August 16, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputies Gillian Porter and Kimberlie Slade.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

## Public Hearing

1. Receive comments regarding a street name assignment for a private easement to "Shore Vista Cove" in Precinct Three. (Commissioner Huber) (Action Item #11)

**MOTION:** Open the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Karen L. Huber, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:  
Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

**MOTION:** Close the Public Hearing.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Karen L. Huber, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

## Citizens Communication

Members of the Court heard from:  
Ronnie Gjemre, Travis County Resident  
Gus Peña, Travis County Resident  
Julie Drenner, Travis County Resident  
John Zimmerman, Travis County Resident  
Dr. John K. Kim, Travis County Resident

## Introduction

2. Introduction of Carlos Rivera, Director, Austin Travis County Health and Human Services Department.

Members of the Court heard from:

Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)  
Carlos Rivera, Director, Austin Travis County Health and Human Services Department (ATCHHS)

**RESULT: DISCUSSED**

## Special Item

3. Consider and take appropriate action on an order regarding outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:

Hershel Lee, Travis County Fire Marshal  
Gus Peña, Travis County Resident

**RESULT: DISCUSSED**

*Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning stays in place.*

## Resolutions and Proclamations

4. Consider and take appropriate action on resolution in support of a network of central Texas medical institutions and organizations to form a research center in the Austin region and joining the Neurological Emergencies Treatment Trials.

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS  
Ashton Cumberpatch, Jr., Vice President, Advocacy and Community Relations, Seton Healthcare Family  
Dr. John Bedolla, Assistant Medical Director, Emergency Medicine, Hospital Physicians in Clinical Research (HPCR)  
Dr. Paul Hinchey, Medical Director, Austin Travis County Emergency Medical Services, and Lead EMS Investigator, NETT Collaboration

**MOTION:** Approve the Resolution in Item 4.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

5. Consider and take appropriate action to approve a Resolution to recognize and commend the Travis County Juvenile Public Defender for forty years of outstanding service and receive briefing from Juvenile Public Defender.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)  
Kameron Johnson, Juvenile Public Defender  
Terry Esquivel, Office Manager, Juvenile Public Defender

**MOTION:** Approve the Resolution in Item 5.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

6. Approve Proclamation celebrating the Kearsse family 2011 reunion.

**RESULT:** **ADDED TO CONSENT**

#### **Purchasing Office Items**

7. Approve Modification No. 1 to Contract No. PS100265DG, QS Tech, LLP, design services for the Travis County Jail roof replacement and exterior wall weatherization upgrade

**RESULT:** **ADDED TO CONSENT**

8. Approve Modification No. 7 To Contract MA080155LC, Future Com, Ltd, for IT security products, support and services.

**RESULT:** **ADDED TO CONSENT**

9. Approve contract award for exterior cleaning and painting of the 700 Lavaca building parking garage, IFB No. B110232-JT, to the low bidder, Tarrant Paint and Stain.

**RESULT:** **ADDED TO CONSENT**

10. Approve Modification No. 1, an Assignment of Contract No. 11K00152DG, from Secure Control Systems, LLC to Secure Control Systems, Inc.

**RESULT:** **ADDED TO CONSENT**

#### **Transportation and Natural Resources Dept. Items**

11. Consider and take appropriate action on a street name assignment for a private easement to "Shore Vista Cove" in Precinct Three. (Commissioner Huber)

**RESULT:** **ADDED TO CONSENT**

12. Consider and take appropriate action on a request for a variance to State and County septic regulations, or other action, to allow a new commercial facility to connect to an existing system at 10463 Sprinkle Road in Precinct One. (Commissioner Davis)

*Judge Biscoe announced that Item 12 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**RESULT:** **DISCUSSED**

**Reset for: 8/23/2011**

*Clerk's Note: The County Judge noted that Commissioner Eckhardt and TNR Staff will meet*

*with Ms. McAfee and discuss a compromise proposal.*

13. Consider and take appropriate action on a proposed Storm Drain Construction Agreement between Travis County and Trafalgar I, L.P., a Texas Limited Partnership on the Howard Lane II Extension Project from Cameron Road to SH 130 in Precinct One. (Commissioner Davis)

**RESULT:           ADDED TO CONSENT**

14. Consider and take appropriate action on a proposed Road and Storm Drain Construction Agreement between Travis County, Trafalgar I, L.P., a Texas Limited Partnership and Anne B. Schryver, Carol Schryver, Brian B. Schryver and Jeffery E. Schryver on the Howard Lane II Extension from Cameron Road to SH 130 in Precinct One. (Commissioner Davis)

**RESULT:           ADDED TO CONSENT**

15. Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIIA Lot 6 Block J in Precinct Two. (Commissioner Eckhardt)

**RESULT:           ADDED TO CONSENT**

16. Consider and take appropriate action on a plat for recording in Precinct Three: Hazy Hills Office Park final plat. (Commissioner Huber)

**RESULT:           POSTPONED**

17. 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 and consider specific parcels for completion. (Commissioner Huber) (This item may be taken into Executive Session Pursuant to Gov't Code Ann. 551.072, Real Property)

**RESULT:           POSTPONED**

18. Consider and take appropriate action on various issues related to the proposed 2011 Bond Election including:

- a. Updated list of projects;
- b. Updated assumed implementation schedule (cash flow);

Members of the Court heard from:  
Steve Manilla, County Executive, TNR  
Charles Bergh, Division Director Parks, TNR  
Glen Opel, Bond Counsel, Vinson and Elkins

**RESULT:           DISCUSSED**

- c. Proposed propositions;

Members of the Court heard from:  
Glen Opel, Bond Counsel, Vinson and Elkins

**RESULT:           DISCUSSED**

- d. Public-private partnerships guidelines;



Members of the Court heard from:  
Steve Manilla, County Executive, TNR  
Tom Nuckols, Assistant County Attorney

**MOTION:** Approve the amended Public-Private Partnerships Guidelines.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- e. Bond covenants;
- f. Election schedule/timetable;

**RESULT: DISCUSSED**

- g. Election Order; and

Members of the Court heard from:  
Tom Nuckols, Assistant County Attorney  
Carol Joseph, Assistant Director, TNR  
Glen Opel, Bond Counsel, Vinson and Elkins

**MOTION:** Approve the election order in Item 18.c.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- h. Rolling Owner Controlled Insurance Program.

Members of the Court heard from:  
Steve Manilla, County Executive, TNR  
Dan Mansour, Risk and Benefits Manager, Human Resources Management  
Department (HRMD)

**MOTION:** Express the Court's intention to consider Owner Controlled Insurance  
Program (OCIP)  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- 19. Consider and take appropriate action on proposed organizational changes for Transportation and Natural Resources and Facilities Management Department.

Members of the Court heard from:  
Steve Manilla, County Executive, TNR  
Danny Hobby, County Executive, Travis County Emergency Services  
Roger El Khoury, Director, Facilities Management

**RESULT: DISCUSSED** **Reset for: 8/23/2011**

**Planning and Budget Dept. Items**

20. Consider and take appropriate action on budget amendments, transfers and discussion items.

**RESULT: NOT NEEDED**

21. Review and approve grant amendment to the Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Replacement Program in the Transportation and Natural Resources Department to carry forward unspent balances and extend the term of the contract to 2013.

Members of the Court heard from:

Adele Noel, Air Quality Project Manager, TNR

**MOTION:** Approve Item 21.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

22. Receive presentation and take appropriate action on the Broaddus & Associates Central Campus Master Plan Phase II work to date including:

- a. Civil and Family Courthouse (CFCH) program summary;

Members of the Court heard from:

Rodney Rhoades, County Executive, Planning and Budget Office (PBO)  
Stephen Coulson, Vice President, Planning, Broaddus and Associates  
Belinda Powell, Capital Planning Coordinator, PBO

**MOTION:** Approve the program summary.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- b. CFCH site analysis;

Members of the Court heard from:

Stephen Coulson, Vice President, Planning, Broaddus and Associates  
Rodney Rhoades, County Executive, PBO

**MOTION:** Approve Item 22.b.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- c. CFCH concept options overview; and

Members of the Court heard from:

Stephen Coulson, Vice President, Planning, Broaddus and Associates  
Belinda Powell, Capital Planning Coordinator, PBO  
Rodney Rhoades, County Executive, PBO  
Leslie Stricklan, Senior Project Manager, Facilities Management

**RESULT: DISCUSSED**

**Reset for: 8/23/2011**

- d. Central Campus Master Plan Phasing Scheme.

Members of the Court heard from:

Rodney Rhoades, County Executive, PBO  
Stephen Coulson, Vice President, Planning, Broaddus and Associates  
Belinda Powell, Capital Planning Coordinator, PBO  
Leslie Stricklan, Senior Project Manager, Facilities Management

**MOTION:** Approve the deletion of the Data Center from the Campus Master Plan.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

#### **Administrative Operations Items**

23. 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 \$1,346,733.08 for the period of July 29 to August 4, 2011.

**RESULT: ADDED TO CONSENT**

24. Consider and take appropriate action on proposed routine personnel amendments.

Members of the Court heard from:

Joe Harlow, Interim County Executive, Information and Technical Services (ITS)  
Todd Osburn, Compensation Manager, Human Resources Management Department (HRMD)

**MOTION:** Approve Item 24.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

#### **Justice and Public Safety Items**

25. Consider and take appropriate action on the Fiscal Year 2012 Interlocal Agreement with the City of Austin for central booking and related services.

Members of the Court heard from:

Roger Jefferies, County Executive, JPS

**MOTION:** Approve Item 25.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Other Items**

26. Consider and approve new Tax Assessment and Collection Agreement between Travis County and Austin Community College.

**RESULT: ADDED TO CONSENT**

27. Consider and take appropriate action on redistricting plans for the following Travis County precincts:

- a. County Commissioners;

*Clerk's Note: The Court discussed various options for a clean representation of the multiple maps for deliberation at a Work Session to be set for Friday, August 19, 2011, at 1:30 PM and a Public Hearing for Tuesday, August 23, 2011 at 9:00 AM.*

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

George Korb, Rolando Rios and Associates

Daniel Bradford, Assistant County Attorney

Rolando Rios, Rolando Rios and Associates

Reverend Ira Lewis, Travis County Resident

Mickey Fowler, Travis County Resident

**MOTION:** Adopt the Map 150 line between Precincts Two and Three as a baseline.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Sarah Eckhardt, Commissioner

**SECONDER:** Samuel T. Biscoe, Judge

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**MOTION:** Direct consultants to create a map that shows

- o Voting Precincts 101 and 106 staying in Precinct One
- o Voting Precinct 123 and parts of 126 and 129 moving to Precinct Four.

**RESULT: APPROVED [3 TO 2]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Samuel T. Biscoe, Ron Davis, Margaret J. Gómez

**NAYS:** Sarah Eckhardt, Karen L. Huber

**MOTION:** Direct consultants to create a map using Map 109 that shows:

- o Pflugerville moving to Precinct One
- o N E Metro Park remaining in Precinct Two

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Ron Davis, Commissioner

**FRIENDLY**

**AMENDMENT:** N E Metro Park and Voting Precinct 136 to be moved to Precinct One for population parity.

**MOVER:** Sarah Eckhardt, Commissioner

**RESULT: FRIENDLY AMENDMENT NOT ACCEPTED**

*Clerk's Note: A Vote on the Standing Motion was taken.*

**RESULT:** **APPROVED [4 TO 1]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez  
**NAYS:** Karen L. Huber

**MOTION:** Direct consultants to create maps on all the options being discussed between Precincts Three and Four, to have the new maps ready for review by Thursday, August 18, 2011, at 5:00 PM.

**RESULT:** **APPROVED [3 TO 2]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Margaret J. Gómez  
**NAYS:** Sarah Eckhardt, Karen L. Huber

b. Justices of the Peace and Constables; and

Members of the Court heard from:

Adan Ballesteros, Constable Precinct 2  
Deece Eckstein, Intergovernmental Relations Officer, IGR  
Rosemary Edwards, Travis County Resident

**MOTION:** Approve Map 117.  
**RESULT:** **APPROVED [3 TO 2]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Margaret J. Gómez  
**NAYS:** Sarah Eckhardt, Karen L. Huber

c. Elections.

**RESULT:** **NOT NEEDED**

28. Consider and take appropriate action on request for four employees of the Travis County Sheriff's Office to use a county vehicle to attend the Police Fleet Expo in St. Louis, Missouri.

**RESULT:** **ADDED TO CONSENT**

29. Receive Fiscal Year 2010 Financial Audit Reports for Emergency Services District Nos. 11 and 12. (Commissioners Davis and Gómez)

**RESULT:** **ADDED TO CONSENT**

30. Consider and take appropriate action on request to approve the portal to Texas History Agreement between the Travis County District Clerk's Office and University Of North Texas.

**RESULT:** **ADDED TO CONSENT**

*Clerk's Note: The County Judge noted that the cost to Travis County will be less than \$25.00.*

31. Consider and take appropriate action on request to allow the Law Library to accept gift of library study carrels and a desk.

**RESULT:** **ADDED TO CONSENT**

32. Receive briefing and take appropriate action on Change Agent-Chief Information Officer for Information & Technology Services. (Commissioner Huber)

Members of the Court heard from:

Joe Harlow, Interim County Executive, ITS  
Cyd Grimes, Travis County Purchasing Agent

**MOTION:** Approve Staff recommendations in Item 32.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Sarah Eckhardt, Commissioner  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

### Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

*Note 1: Gov't Code Ann 551.071, Consultation with Attorney*

*Note 2: Gov't Code Ann 551.072, Real Property*

*Note 3: Gov't Code Ann 551.074, Personnel Matters*

*Note 4: Gov't Code Ann 551.076, Security*

*Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

33. Receive briefing from County Attorney and take appropriate action regarding Peggy Manion v. County of Travis, Cause No. D1-GN-09-003527, in the 353rd Judicial District of Travis County, Texas.<sup>1</sup>

*Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

**MOTION:** Authorize the County Attorney to file an Interlocutory Appeal.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

34. Consider and take appropriate action on potential acquisition of open space land in Precinct Three.<sup>1 and 2</sup>

*Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.*

**RESULT:** **DISCUSSED** **Reset for: 8/23/2011**

35. Consider and take appropriate action on potential acquisition of open space land in Precinct One.<sup>1 and 2</sup>

*Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.*

Members of the Court heard from:  
Joe Gieselman, Former County Executive, TNR

**RESULT: DISCUSSED**

36. Consider and take appropriate action regarding the relocation of Travis County ITS Data Center (Gault Facility) to Cyrusone location. (Commissioner Gómez)<sup>4</sup>

*Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.076, Security.*

**MOTION:** Approve the proposed Agreement.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

37. Consider and take appropriate action regarding letter of resignation from Rodney Rhoades, County Executive of Planning and Budget, and issues related thereto, including interim measures to manage the transition.<sup>3</sup>

*Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.*

*Clerk's Note: The Court discussed HRMD preparing a document setting the salary for Leroy Nellis, Budget Manager, PBO, at the current rate of the County Executive for PBO while he serves in that capacity.*

**MOTION:** Execute the document necessary to set the salary and authorize the County Judge to sign on behalf of the Commissioners Court.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Consent Items**

**MOTION:** Approve the following Consent Items: C1–C4 and Agenda Items 6, 7, 8, 9, 10, 11, 13, 14, 15, 23, 26, 28, 29, 30, and 31.  
**RESULT:** **ADOPTED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

- C1. Receive bids from County Purchasing Agent.  
C2. Approve payment of claims and authorize County Treasurer to invest County funds.  
C3. Approve the Commissioners Court Minutes for the Voting Session of August 2, 2011.  
C4. Approve setting a public hearing on Tuesday, August 30, 2011 to receive comments on 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.

**Added Items**

- A1. Receive briefing from County Attorney and take appropriate action on Synagro's proposal to withdraw its TCEQ permit application in the matter of the application of Synagro of Texas-CDR, Inc. for a Texas Pollutant Discharge Elimination System Permit, which is currently scheduled for contested case hearing before the State Office of Administrative Hearings. (Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

*Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.*

*Clerk's Note: The Court discussed not accepting the offer from Syngaro to withdraw their application with TCEQ without prejudice, meaning they could re-file the same permit at any time in future, and requesting that the permit application should be withdrawn with prejudice, meaning the same application could not be re-filed.*

Members of the Court heard from:

John Hille, Assistant County Attorney

**MOTION:** Reject Synagro's offer to withdraw their permit application without prejudice and authorize the County Attorney's Office to file an appropriate response in opposition on behalf of Travis County.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Minutes approved by the Commissioners Court**

\_\_\_\_\_  
Date of Approval

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





## Travis County Commissioners Court Agenda Request

**Meeting Date:** 9/6/11

**Prepared By/Phone Number:** Gayla Dembkowski Phone #: -7642

**Division Director/Manager:** Randy Nicholson

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

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

**AGENDA LANGUAGE:** Approve the setting of a public hearing on September 20, 2011 to receive comments regarding a proposed street name change for a portion of Thaxton Road to be known as "Solis Place" at the south end of McKinney Falls Parkway in Precinct Four.

### **BACKGROUND/SUMMARY OF REQUEST:**

Approve the setting of a public hearing date of September 20, 2011 to receive comments regarding a proposed street name change for a portion of Thaxton Road to be known as "Solis Place" at the south end of McKinney Falls Parkway.

### **STAFF RECOMMENDATIONS:**

The Travis County Address coordinating Committee was notified of the need for a street name change due to the realignment for a portion of Thaxton Road. The newly constructed McKinney Falls Parkway terminated at Thaxton Road which created a new intersection and caused a disconnect for a portion of the road. A new directional sign will be erected for travelers showing Thaxton Road continuing south at McKinney Falls Parkway.

A ballot was sent to the one property owner affected who chose "Solis Place". The Address Coordinating Committee recommends a portion of Thaxton Road be named "Solis Place".

### **ISSUES AND OPPORTUNITIES:**

This street name change is on a road that Travis County maintains.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

### **ATTACHMENTS/EXHIBITS:**

Map

Ballot

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Randy Nicholson	Planning Manager	TNR	854-4603

**CC:**


: :  
**0501 - Comprehensive Planning -**

# NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, SEPTEMBER 20, 2011 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME CHANGE.

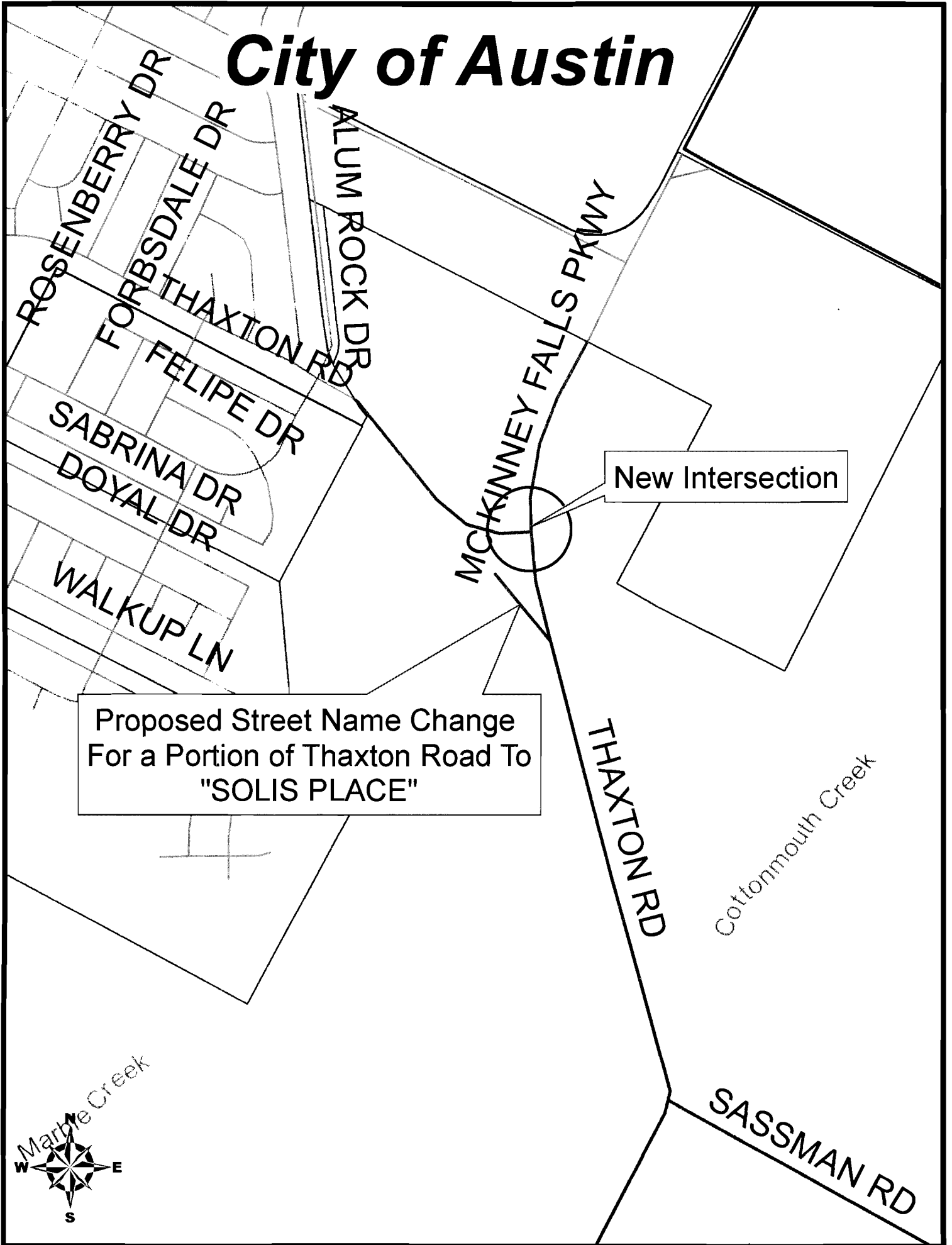
THIS ROAD IS AT THE SOUTH END OF McKINNEY FALLS PARKWAY TO BE KNOWN AS "**SOLIS PLACE**".

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS' COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-9383.



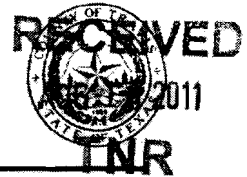
# City of Austin



New Intersection

Proposed Street Name Change  
For a Portion of Thaxton Road To  
"SOLIS PLACE"





TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street  
Executive Office Building  
PO Box 1748  
Austin, Texas 78767  
(512) 854-9383  
FAX (512) 854-4648

July 21, 2011

SUBJECT: Proposed street name change for a portion of Thaxton Road.

Dear property owner;

The Travis County Addressing Committee needs your help. The realignment for the new McKinney Falls Parkway has caused a necessity for a street name change for a portion of the original road. This road portion will need a unique street name but the address numbers will not change.

We are offering these street names which have been approved through 9-1-1 Addressing staff:

BLACKLAND HILL COVE

SOLIS PLACE

Should there be another street name that you have already thought about, it will have to be cleared through the 9-1-1 Addressing Staff at 974-2797.

Should you choose one of the above, please circle and mail this ballot back by August 12, 2011. Your quick response is appreciated.

Signature of property owner

A public hearing date will be set after reception of this ballot. Public hearing signs will be in place for 14 days and then the Court will vote on this proposal.

For further information please call Gayla Dembkowski at 854-7642.

Sincerely,

Randy Nicholson,  
Planning and GIS Manager

RN:gd

4100 Thaxton Road  
cc: Gayla Dembkowski, GIS Specialist



## Travis County Commissioners Court Agenda Request

✓ Meeting Date: 9/6/11

Prepared By/Phone Number: Anna Bowlin Phone #: 854-7561

Division Director/Manager: Steven Manilla

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

Sponsoring Court Member: County Judge Sam Biscoe

**AGENDA LANGUAGE:** Approve the setting of a public hearing on September 20, 2011 to receive public comments on proposed amendments to Chapter 82, Travis County Code, establishing water availability rules for subdivisions.

### BACKGROUND/SUMMARY OF REQUEST:

On October 19, 2010, the Commissioners Court suspended all approvals of subdivisions using Trinity Aquifer groundwater and created a stakeholder committee to help develop new subdivision regulations regarding water availability. The Court directed that "TNR staff will lead, facilitate, and direct the work of the Committee and ultimately will recommend rule amendments to the Commissioners Court in consideration of the advice and viewpoints of the entire Committee." The Court directed TNR to have water availability rule amendments ready to adopt before the suspension automatically expires on October 31, 2011.

### STAFF RECOMMENDATIONS:

The last regularly scheduled Court meeting before the suspension expires is on October 25, 2011. Staff recommends proposing the attached rule amendments, publishing required public notices, and setting a public hearing on September 20, 2011, to receive comments on them. This allows approximately a month after the hearing to work with stakeholders to revise the proposal so that the Court can take final action by October 25, 2011, at the latest.

### ISSUES AND OPPORTUNITIES:

Seven Hill Country counties (Bandera, Comal, Gillespie, Hays, Kendall, Kerr, and Medina) have already adopted water availability rules. Like western Travis County, all these counties rely on the Trinity Aquifer as a water supply source. Like western Travis County, TCEQ has included all but one of these (Medina) in the Hill Country Priority Groundwater Management Area because of projected shortages of

groundwater. Because what these counties have done can be a benchmark for Travis County, large parts of the proposed rules come from these counties' rules.

Almost all these counties have a groundwater conservation district (GCD) to manage the Trinity Aquifer, so county subdivision regulations are not the only tool they have to manage their groundwater. Travis County does not have a GCD for the Trinity Aquifer. Because county subdivision regulations are the only means of managing much of Travis County's groundwater, staff feels it is appropriate for those rules to provide a wide margin of safety.

These factors led staff to develop the following principles.

#### Travis County Water Availability Policy Principles.

- The aquifers underlying Travis County ("Local Groundwater") can be part of the water supply infrastructure for our growing county. However, these aquifers are currently the sole source of water for many people and their quantity and quality are limited. In light of the growth rates projected for our county, they are not a good long-term source of water, so we must manage them very carefully.
- Our aquifers are part of a complex hydrological system. To manage them soundly, we need much more data than we have now. When data is lacking, prudence demands that we err on the side of caution. Approving new subdivisions without understanding their long-term effects on our water supply infrastructure can be very costly to home buyers, adjacent land owners, taxpayers, and developers. Those who would profit from subdivisions using groundwater should bear the cost of generating data needed to make sound decisions about the subdivisions' impacts, both on the affected aquifer and the homeowners and other property owners who rely on it for their water.
- The Commissioners Court has funded, and TNR is hiring, a hydrogeologist so that the County will have in-house groundwater expertise.
- Because our aquifers are both a shared and finite resource, Travis County should take a long term, regional perspective toward managing them. The density of all new subdivisions affecting the Trinity and Edwards aquifers should be limited so we neither impair aquifer recharge nor create demand that outstrips our groundwater supply. Generally, new subdivisions should not use the Colorado River Alluvial Aquifer.
- Where developers or subdivision land owners are willing to bear the cost, Travis County should support bringing surface water infrastructure to areas currently relying on our aquifers for their water supply.



## Summary of Proposed Rule Amendments.

The following are the basic changes staff proposes to make to existing Travis County subdivision rules:

1. Plats for subdivisions using the Colorado River Alluvial Aquifer or any other aquifer, except the Trinity or Edwards, as a source of water supply would not be approved.
2. For subdivisions using Trinity or Edwards aquifer groundwater, the currently required TCEQ-based certification of 30 years of groundwater supply would be supplemented with a report detailing all existing water wells within a half mile of the subdivision. (This concept is borrowed from Hays County rules.)
3. The layout of lots in the subdivision would comply with any well spacing or other limits based on the certification. Water from the subdivision's wells could not be diverted to other sources and new wells in the subdivision could not be drilled unless the certification is updated to show no adverse impact on long term water supply.
5. Water wells for large subdivisions would be monitored and the data reported to Travis County. (This concept is borrowed from Kerr County.)
6. Subdivisions using groundwater would have contingency plans and a minimum storage capacity to deal with drought and other problems.
7. All subdivisions would meet minimum standards for water infrastructure sufficient to fight fires. (This concept is borrowed from Gillespie, Kendall, and Medina counties.)
8. Subdivisions could not use groundwater for amenity ponds or aesthetic features.
9. To protect aquifer recharge, there would be density limits for all subdivisions over the Trinity or Edwards aquifers, regardless of water source. (5 of 7 Hill Country counties limit density for all subdivisions, regardless of whether they use surface or ground water.)
10. Lot geometry would be limited to prevent abuse of flag lots to skirt the intent of the rules. (This concept is borrowed from Gillespie, Kendall, and Medina counties.)
11. To provide flexibility, variances could be granted if supported by data showing no adverse impact on water supply.

Most comments from the Stakeholder Committee supported the staff recommendation. However, a couple of the members objected to some of the density limits, fire protection requirements, variance requirements, and any water availability requirement that exceeds TCEQ requirements.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**ATTACHMENTS/EXHIBITS:**

Travis County Water Availability Proposal

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Tom Nuckols	Assistant County Attorney	County Attorney	854-9262

**CC:**

Jon White	Natural Resources Environmental Quality Division Director	TNR	854-7212
Thomas Weber	Environmental Quality Program Manager	TNR	854-4649

**AB:SM:**

1101 - Development Services - 11-03

## EXHIBIT A

**Part I. Section 82.002 is amended to include the following definition in the appropriate alphabetical order:**

### **Section 82.002. Definitions.**

"Local Groundwater" means groundwater from an aquifer underlying Travis County.

**Part II. Sections 82.203 and 82.204 are amended to read as follows:**

### **Section 82.203 Preliminary Plan**

(a) *No change.*

(b) Plan Standards Outside ETJ.

(1) through (20) *No change.*

~~(21) If the subdivision is in a Western Watershed, the owner and the owner's engineer must certify in writing that water from the Trinity Aquifer will not be a source of water supply for the subdivision.~~

(c) through (e) *No change.*

### **Section 82.204 Final Plat**

(a) through (c) *No change.*

(d) Certifications and Acknowledgments.

(1) through (5) *No change.*

(6) Plat Notes.

(A) through (C) *No change.*

~~(D)~~(4) No lot in this subdivision shall be occupied until connected to a centralized water distribution system or an approved onsite water well.

~~(2) The following note must also be added if the subdivision is subject to Section 82.213: No land in this subdivision may use or be connected to a centralized water system or water well that draws water from the Trinity Aquifer, unless~~

~~authorized by the groundwater conservation district that covers this subdivision, or if no groundwater conservation district exists, the Commissioners Court.~~

**Part III. Chapter 82 is amended to add a new Section 82.212 and revise Section 82.213 as follows:**

**Section 82.212. Water Availability-General Requirements.**

- (a) An applicant proposing a subdivision using Local Groundwater as a water supply shall provide a certification of groundwater availability meeting the requirements of 30 Texas Administrative Code Chapter 230. In addition, the engineer or geoscientist preparing the certification shall supplement it with a report containing:
- (i) the results of a walking survey around the perimeter of the subdivision and along adjacent public roads and interviews of owners of all land within a half-mile of the subdivision for the purpose of identifying all groundwater wells within and less than a half-mile from the subdivision
  - (ii) information from interviews with the land owners and any publicly-available information indicating when the identified wells were drilled, their current and historic depth, current and past problems with groundwater quantity and quality, how many living unit equivalents are supplied by those wells, and whether water from the well is stored;
  - (iii) GPS coordinates or equivalent data locating all the identified wells and a list indicating which are and are not registered with TCEQ; and
  - (iv) any other related information required by the County.
- (b) Requirements of Subsection (a) may be waived administratively if the applicant proves an inability to comply because of lack of cooperation or response to inquiries by a land owner.
- (c) For a subdivision approved based on Subsection (a), unless the Commissioners Court approves an update to the original groundwater availability certification proving that long term water supply to the subdivision is not adversely affected:
- (i) no new well may be drilled in the subdivision;
  - (ii) lots in the subdivision may not be further subdivided; and
  - (iii) a well used to supply the subdivision may not be used to supply sources other than the subdivision.

- (d) Preliminary plans and plats shall specify the layout of lots using Local Groundwater and the GPS coordinates or equivalent data for all wells supplying the subdivision. Lot layout, well location, and use restrictions shall conform to the engineer's or geoscientist's recommendations in the water availability certification and any stricter requirements of the County regarding well spacing and other related matters.
- (e) An applicant proposing a subdivision using Local Groundwater as a water supply shall provide for regular monitoring and reporting of data to the County on all Local Groundwater wells of a centralized system supplying a new subdivision. The entity operating the well will be identified, will be responsible for monitoring and reporting, and may be required to post fiscal or other forms of security for maintenance, operational, or repair costs of the monitoring system. Monitoring may be required on an individual well serving a single lot in a new subdivision if the County determines the benefits justify the costs.
- (f) An applicant for a subdivision using Local Groundwater shall provide a contingency plan acceptable to the County establishing an alternative water supply for the subdivision if the planned supply becomes inadequate because of drought or any other reason. Plans shall include demand or use restrictions to ensure demonstrated water availability is not exceeded and shall provide for at least 2500 gallons of storage capacity dedicated to each lot or living unit in the subdivision. Minimum storage capacity may be adjusted administratively based on the total square footage of improvements in the subdivision.
- (g) Amenity ponds and other common area aesthetic features may not be supplied by Local Groundwater.
- (h) An applicant for a subdivision with fifteen or more lots or units shall provide the subdivision with a water supply, water storage facilities, water lines, and hydrants meeting the fire flow requirements of Chapter 71, Travis County Code. Hydrant location and spacing shall also meet requirements of Chapter 71, Travis County Code. Water storage facilities must include permanent means for refilling the total storage volume within seventy two hours.
- (i) In lieu of the requirements of Subsection (h), the Commissioners Court may approve other methods of fire protection allowed by Chapter 71, Travis County Code, if the applicant demonstrates it is necessary to avoid an undue hardship and the Travis County Fire Marshal determines it provides an equal or better level of fire protection.

- (j) All subdivisions shall include fire fighting apparatus access roads meeting the requirements of Chapter 71, Travis County Code.

**Section 82.213. Water Availability-Limits on Sources of Groundwater and Density.**

- (a) A subdivision over the part of the Trinity Aquifer in a Western Watershed or over the Edwards Aquifer Recharge or Contributing Zone may not contain a lot intended for human occupancy smaller than one acre.
- (b) A subdivision may not be supplied by Local Groundwater, except that a new subdivision supplied from the Trinity or Edwards Aquifer will be allowed if:
  - (i) it is supplied by a centralized water system and does not contain a lot intended for human occupancy smaller than five acres; or
  - (ii) it is supplied by individual wells on lots and does not contain a lot intended for human occupancy smaller than six acres.
- (c) A subdivision subject to Subsection (a) or (b) above may not contain a lot intended for human occupancy with any side less than 75 feet long.
- (d) A variance from the lot size and geometry requirements of this section may be granted as specified below if the developer submits data acceptable to the County proving that groundwater use by adjacent land owners will not be adversely affected and, given the developer's proposed density, sustainable recharge to any affected aquifer will not be less than the long term withdrawal by both the new subdivision and other current and reasonably foreseeable users of the aquifer.
  - (i) Administrative variances may be granted allowing the reduction of lot dimensions under Subsection (c).
  - (ii) The Commissioners Court may grant a variance allowing lots to average as little as two acres in a subdivision using Local Groundwater if the developer submits data acceptable to the County:
    - (A) establishing quantitatively how the subdivision's groundwater use relates to the prevailing estimate of the affected aquifer's Modeled Available Groundwater, as that term is defined by the Texas Water Development Board; and
    - (B) proving that the subdivision's long term groundwater withdrawal, combined with current and reasonably

foreseeable long term withdrawal from other users of the aquifer, will not exceed the Desired Future Condition for the affected aquifer, as that term is defined by the Texas Water Development Board.

- (iii) The Commissioners Court may grant a variance allowing lots to average as little as two acres in a subdivision using Local Groundwater if the developer submits data acceptable to the County proving that the subdivision's water supply is supplemented with proven, reliable, long term sources other than Local Groundwater. If the subdivision has over 100 lots, a variance under Paragraph (ii) above is also required.
- (iv) If the developer of a subdivision subject to Subjection (a) or (b) grants a new conservation easement acceptable to the County on developable land in or adjacent to the subdivision, the Commissioners Court may grant a variance allowing the conservation easement area to be combined with areas of clustered development for purposes of calculating and averaging minimum lot sizes and widths for the subdivision. The County will not accept conservation easements on land dedicated to meet park land or other regulatory requirements. If the subdivision uses Local Groundwater and has over 100 lots, a variance under Paragraph (ii) above is also required.
- ~~(a) In a Western Watershed, a subdivision may be approved only if all land in the subdivision is prohibited from using or connecting to a centralized water system or water well that draws water from the Trinity Aquifer, unless authorized by the groundwater conservation district that covers the subdivision, or if no groundwater conservation district exists, the Commissioners Court.~~
- ~~(b) The Commissioners Court may make exceptions to the requirements of this section:
  - a. for developments that meet the requirements for a conservation development under Section 82.220, *et seq.*; or
  - b. if an applicant provides information adequately demonstrating that applying this section to the applicant:
    - i. is prohibited by Chapter 245, Local Government Code; or
    - ii. will impose an undue and unique hardship on the applicant.~~

~~(c) This section does not apply to a subdivision for which a complete preliminary plat or final plat application is filed before the effective date of this section unless the subdivision is later divided to increase the number of lots, parcels, or other units of development included in that application.~~

~~(d) This section expires October 31, 2011.~~





## Travis County Commissioners Court Agenda Request

**Meeting Date:** September 6, 2011

**Prepared By:** Paul Scoggins **Phone #:** 854-7619

**Division Director/Manager:** Anna Bowlin

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

**Sponsoring Court Member:** Commissioner Huber, Precinct Three

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, October 4, 2011 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 1345 and 1346 of Apache Shores, Section 3 Amended – Precinct Three.

### **BACKGROUND/SUMMARY OF REQUEST:**

TNR staff has received a request to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 1345 and 1346 of Apache Shores, Section 3 Amended. The easement is dedicated per plat note. The subject lots front on Broken Bow Trail, a street not maintained by Travis County.

The utility companies known to be operating in the area have stated that they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

### **STAFF RECOMMENDATIONS:**

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

### **ISSUES AND OPPORTUNITIES:**

According to the request letter, vacating the easements will allow the property owner to construct a single family residence on the two subject lots, which will include the actual structure along with a septic system.

### **FISCAL IMPACT AND SOURCE OF FUNDING:**

None.

**ATTACHMENTS/EXHIBITS:**

- Order of Vacation
- Field Notes and Sketch
- Request Letter
- Utility statements
- Maps

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561

**CC:**

Stacey Scheffel	Program Manager	TNR Permits	854-7565

**SM:AB:ps**

**1101 - Development Services - Apache Shores, Section 3 Amended**

**ORDER OF VACATION**

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

WHEREAS, the property owner requests the vacation of two five foot wide public utility easements located along the common lot line of Lots 1345 and 1346 of Apache Shores, Section 3 Amended as recorded in Volume 50, Page 81 of the Travis County Plat Records;

WHEREAS, the utility companies known to be operating in the area have indicated that they have no need for the public utility easement requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the public utility easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on October 4, 2011 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide public utility easements located along the common lot line of Lots 1345 and 1346 of Apache Shores, Section 3 Amended, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011.

\_\_\_\_\_  
SAMUEL T. BISCOE, COUNTY JUDGE

\_\_\_\_\_  
COMMISSIONER RON DAVIS  
PRECINCT ONE

\_\_\_\_\_  
COMMISSIONER SARAH ECKHARDT  
PRECINCT TWO

\_\_\_\_\_  
COMMISSIONER KAREN HUBER  
PRECINCT THREE

\_\_\_\_\_  
COMMISSIONER MARGARET GOMEZ  
PRECINCT FOUR

EXHIBIT " \_\_\_\_\_ "

1,111 SQUARE FOOT  
PARTIAL RELEASE OF  
PUBLIC UTILITY EASEMENT

EXHIBIT "A"

BEING 1,111 SQUARE FEET OF LAND, BEING A PORTION OF A PUBLIC UTILITY EASEMENT, OUT OF LOTS 1345 AND 1346, AMENDED PLAT OF APACHE SHORES, SECTION 3, A SUBDIVISION RECORDED IN VOLUME 50, PAGE 81, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THOSE CERTAIN FRANKLIN F. CHRISTOPHER TRACTS RECORDED IN DOCUMENT NUMBER 2011047825 OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THOSE CERTAIN 5 FOOT PUBLIC UTILITY EASEMENTS RECORDED IN VOLUME 3822, PAGE 1757, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 1,111 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point in the common property line of said Lots 1345 and 1346, in the southerly line of an existing 10 foot public utility easement (herein called PUE), from which an iron rod found at the northwest corner of said Lot 1345 and the northeast corner of said Lot 1346 bears, North 52 degrees 41 minutes 29 seconds West, 10.00 feet;

THENCE North 37 degrees 06 minutes 49 seconds East, through said Lot 1346, 5.00 feet to a calculated point in the northerly line of said 5 foot PUE, for the northwest corner hereof;

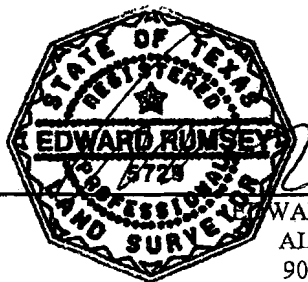
THENCE South 52 degrees 41 minutes 29 seconds East, through said Lot 1346, along the northerly line of said 5 foot PUE, 110.23 feet to a calculated point in said line, in the westerly line of an existing 6 foot PUE, as recorded in said Volume 3822, Page 1757, for the northeast corner hereof;

THENCE South 24 degrees 40 minutes 48 seconds West, continuing through said Lot 1346, through said 5 foot PUE, along the westerly line of said 6 foot PUE, 5.12 feet to a calculated point on the common line of said Lots 1345 and 1346, from which an iron rod found at the common easterly corner of said Lots 1345 and 1346 bears, South 52 degrees 41 minutes 29 seconds East, 6.15 feet;

THENCE through said Lot 1345 and said 5 foot PUE, continuing along said 6 foot PUE, South 24 degrees 40 minutes 48 seconds West, to a calculated point and South 37 degrees 06 minutes 27 seconds West, 4.33 feet to a calculated point in said line, being in the westerly line of said 5 foot PUE, for the southeast corner hereof;

THENCE North 52 degrees 41 minutes 29 seconds West, continuing through said Lot 1345, along the westerly line of said 5 foot PUE, 111.48 feet to a calculated point in said line, in the southerly line of said 10 foot PUE, for the southwest corner hereof;

THENCE North 37 degrees 06 minutes 49 seconds East, continuing through said Lot 1345, through said 5 foot PUE, along the southerly line of said 10 foot PUE, 5.00 feet to the POINT OF BEGINNING

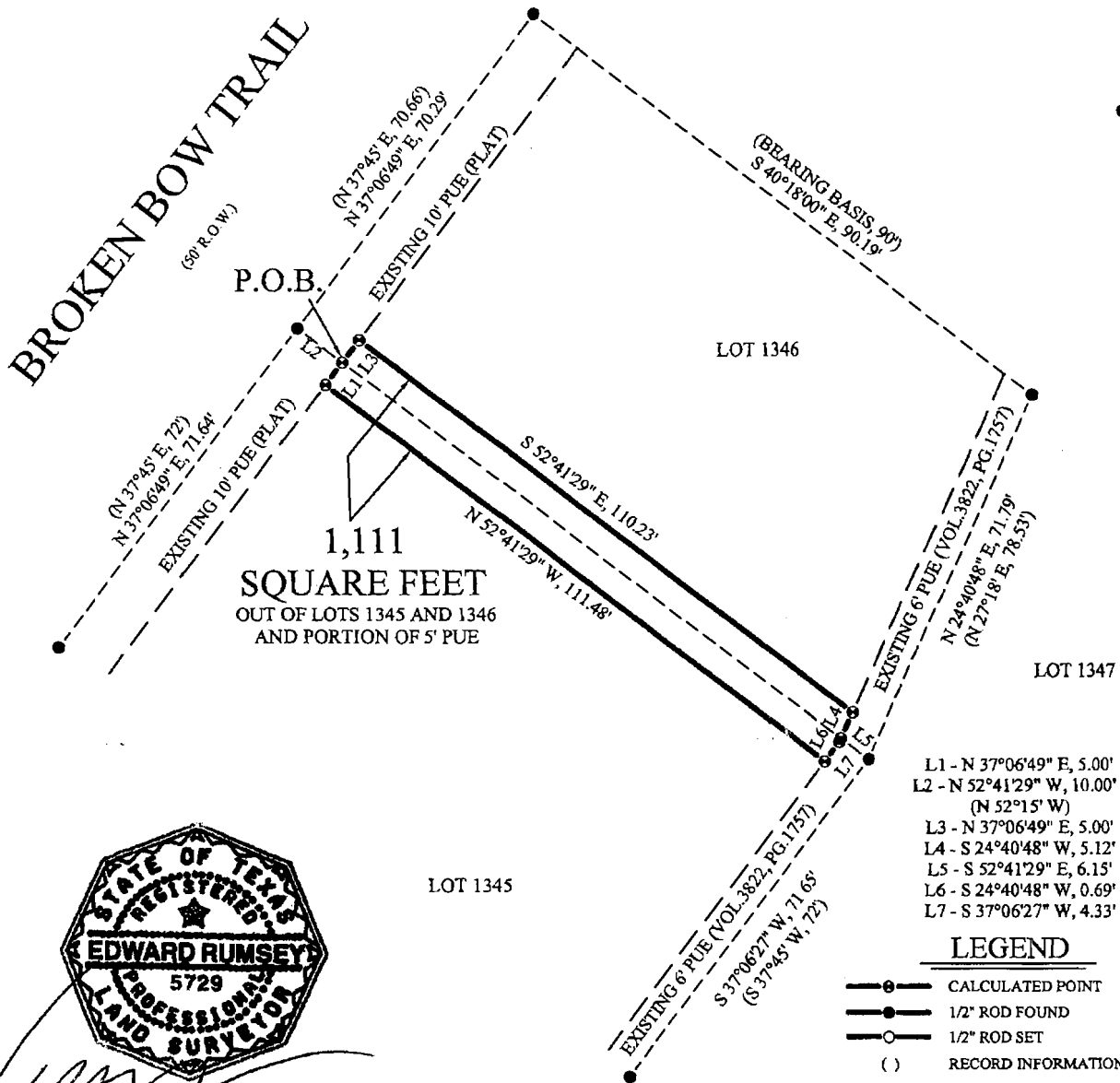


DATE 07-12-2011

EDWARD C. RUMSEY, TX. RPLS #5729  
ALL STAR LAND SURVEYING  
9020 ANDERSON MILL ROAD  
AUSTIN, TEXAS 78729  
JOB # A0702011  
AUSTIN GRID-Z-32

# PARTIAL RELEASE OF PUBLIC UTILITY EASEMENT

SCALE 1"=30'

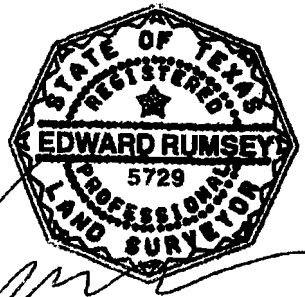


**1,111**  
**SQUARE FEET**  
 OUT OF LOTS 1345 AND 1346  
 AND PORTION OF 5' PUE

- L1 - N 37°06'49" E, 5.00'
- L2 - N 52°41'29" W, 10.00',  
(N 52°15' W)
- L3 - N 37°06'49" E, 5.00'
- L4 - S 24°40'48" W, 5.12'
- L5 - S 52°41'29" E, 6.15'
- L6 - S 24°40'48" W, 0.69'
- L7 - S 37°06'27" W, 4.33'

### LEGEND

- CALCULATED POINT
- 1/2" ROD FOUND
- 1/2" ROD SET
- ( ) RECORD INFORMATION



EDWARD C. RUMSEY, TX RPLS # 5729  
 ALL STAR LAND SURVEYING

SURVEY DATE	JULY 12, 2011	
JOB NO.	A0702011	
FIELDED BY	EANON HORTON	12/22/09
CALC. BY	EDWARD RUMSEY	07/11/2011
DRAWN BY	DAMIAN SMITH	07/12/2011
RPLS CHECK	EDWARD RUMSEY	07/12/2011

### LEGAL DESCRIPTION:

BEING 1,111 SQUARE FEET OF LAND, BEING A PORTION OF A PUBLIC UTILITY EASEMENT, OUT OF LOTS 1345 AND 1346, AMENDED PLAT OF APACHE SHORES, SECTION 3, A SUBDIVISION RECORDED IN VOLUME 50, PAGE 81, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THOSE CERTAIN FRANKLIN F. CHRISTOPHER TRACTS RECORDED IN DOCUMENT NUMBER 2011047825, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THOSE CERTAIN 5 FOOT PUBLIC UTILITY EASEMENTS RECORDED IN VOLUME 3822, PAGE 1757, DEED RECORDS, TRAVIS COUNTY, TEXAS, SAID 1,111 SQAURE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

**ALLSTAR**  
 Land surveying  
 9020 ANDERSON MILL RD  
 AUSTIN, TEXAS 78729  
 (512) 249-8149 PHONE  
 (512) 331-5217 FAX  
 WWW.ALLSTARLANDSURVEYING.COM

**urban**  **builder**

Modern Responsible Homebuilding

2803 Manitou Drive Austin, Texas 78734

August 10, 2011

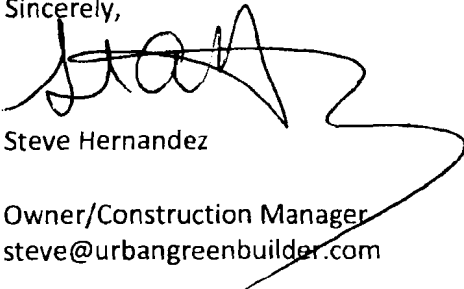
Mr. Paul Scoggins;

This is a letter of request to vacate the Public Utility Easement between lots 1345 and 1346 Broken Bow Trail Austin, Texas 78734. Also known as Lots 1345 and 1346 Apache Shores / Section 3, Block 1. As recorded in Volume 50, pg 81 of the Plat Records of Travis County.

We are requesting this vacation of the Public Utility Easement between lots 1345 and 1346 Broken Bow Trail Austin, Texas 78734, in order to construct a single family residence taking up both lots for structure and septic system.

Please feel free to contact us further if you have any other questions regarding this matter. Thank you for your time.

Sincerely,



Steve Hernandez

Owner/Construction Manager  
steve@urbangreenbuilder.com

(512) 785-3230 cell  
(512) 672-6275 fax

---



**TRANSPORTATION AND NATURAL RESOURCES**

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

**EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY**

An application is being made to Travis County for the vacation of property at Lots 1345 & 1346 Broken Bow Trail, Austin, TX 78734 and/or Apache Shores Sec 3, lots 1345 & 1346 (legal description) and as described on the enclosed drawing or document.

**STATEMENT**

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

*Sonny Poole*  
Signature

Sonny Poole  
Printed Name

Manager - Public Involvement  
Title *Real Estate*

*Austin Energy*  
Utility Company or District

8-10-11  
Date

Please return this completed form to:

Urban Green Builder  
2803 Manitou Drive  
Austin, TX 78734  
steve@urbangreenbuilder.com



# SOUTHWESTERN BELL TELEPHONE COMPANY

## RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Missouri corporation, GRANTOR, AND William H. Warren and Rhonda L. Warren GRANTEE(S)*, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE(S), as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE(S) situated in Travis County, Texas, and described as follows:

Lots 1345 and 1346, Amended Plat of Apache Shores, Section 3, Deed of record in Document 2011078633, Property Records of Travis County, Texas

Said land of GRANTEE(S) being subject to:

*Easements recorded in Volume 50, Page 81, Plat Records of Travis County, Texas,*

The portion of said easements to be hereby released is described as follows:

*All of the 5 foot PUE's on either side of the common side property lines of Lots 1345 and 1346, described above,*

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 20<sup>th</sup> day of JUNE, 2011.

SOUTHWESTERN BELL TELEPHONE COMPANY

Steve Fougerson

Name : STEVE FOUGERON

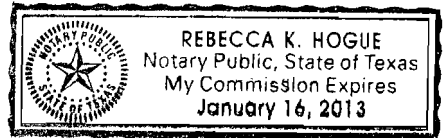
Title: MANAGER DESIGN ENGINEER

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared STEVE FOUGERON, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Missouri corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 20<sup>th</sup> day of JUNE, 2011.

Rebecca K. Hogue  
Notary Public in and for the State of TEXAS  
My Commission Expires Jan 16, 2013







STATE OF TEXAS  
COUNTY OF TRAVIS

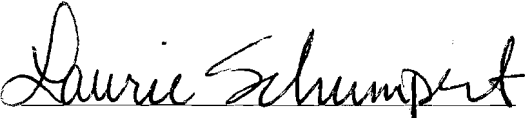
RELEASE OF EASEMENT

WHEREAS, the plat of Lots 1345 and 1346, Section 3, Block 1, Apache Shores, Austin, Texas, a subdivision in the County of Travis, of record in Volume 50, Page 81, of the Plat Records of Travis County, Texas, and said plat record reflects a five foot public utility and drainage easement along either side of the common lot lines of said subdivision for the installation of public utilities and drainage; AND

WHEREAS, all utilities are in place within other dedicated easements on said lots and no further need exists for the above easements as reflected on said plat:

NOW, THEREFORE, in consideration of the premises and in order to adjust because of proposed encroachment upon these easements, the undersigned do hereby abandon all right, title and interest in and to these easements, as described, in the above addressed lots in said subdivision.

EXECUTED this 15<sup>th</sup> day of June, 2011.

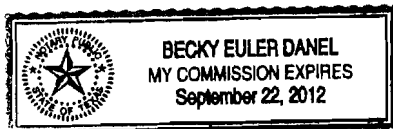
  
Laurie Schumpert, Senior Designer  
Time Warner Cable

BEFORE ME, the undersigned authority, on this day personally appeared Laurie Schumpert, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed, as the act and deed for Time Warner Cable, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 15<sup>th</sup> day of June, 2011.

  
Notary Public, State of Texas

My commission expires: September 22, 2012





### TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734  
• Phone (512) 266-1111 • Fax (512) 266-2790

### UTILITY EASEMENT RELEASE APPLICATION

Date: 6-7-11

A release of the following utility easement(s) is hereby requested.  
(\$30.00 fee is required )

Property Address: Lot 1345 & 1346 Broken Bow Trail Austin, TX 78734

Legal Description: - Same -

A plat drawing with the easement highlighted must accompany this application.

Applicant Name: Shantelle Wilson

Address: 2803 Manitou Dr  
Austin, TX 78734

Reason for Request: Vacate PUE in order to construct a single family residence over both lots.

Water District 17 **DOES NOT** have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

Water District 17 **DOES** have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry A Marley 6.7.11  
Signature Date

Reviewer: Henry Marley

Deborah S. Gemes  
Signature Date

Deborah S. Gemes  
Printed Name

General Manager  
Title

Please return this completed form to:

Phone: 512-484-8634

Fax: 512-266-9889

Email: Shantelle@

Urban green builder.com

Shantelle Wilson  
Name

2803 Manitou Dr.  
Address

Austin, TX 78734  
City/State/Zip



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

Lot 3 1367 & 1368
An application is being made to Travis County for the vacation of property at Broken Run Trail, Austin, TX 78734 (address) and/or (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

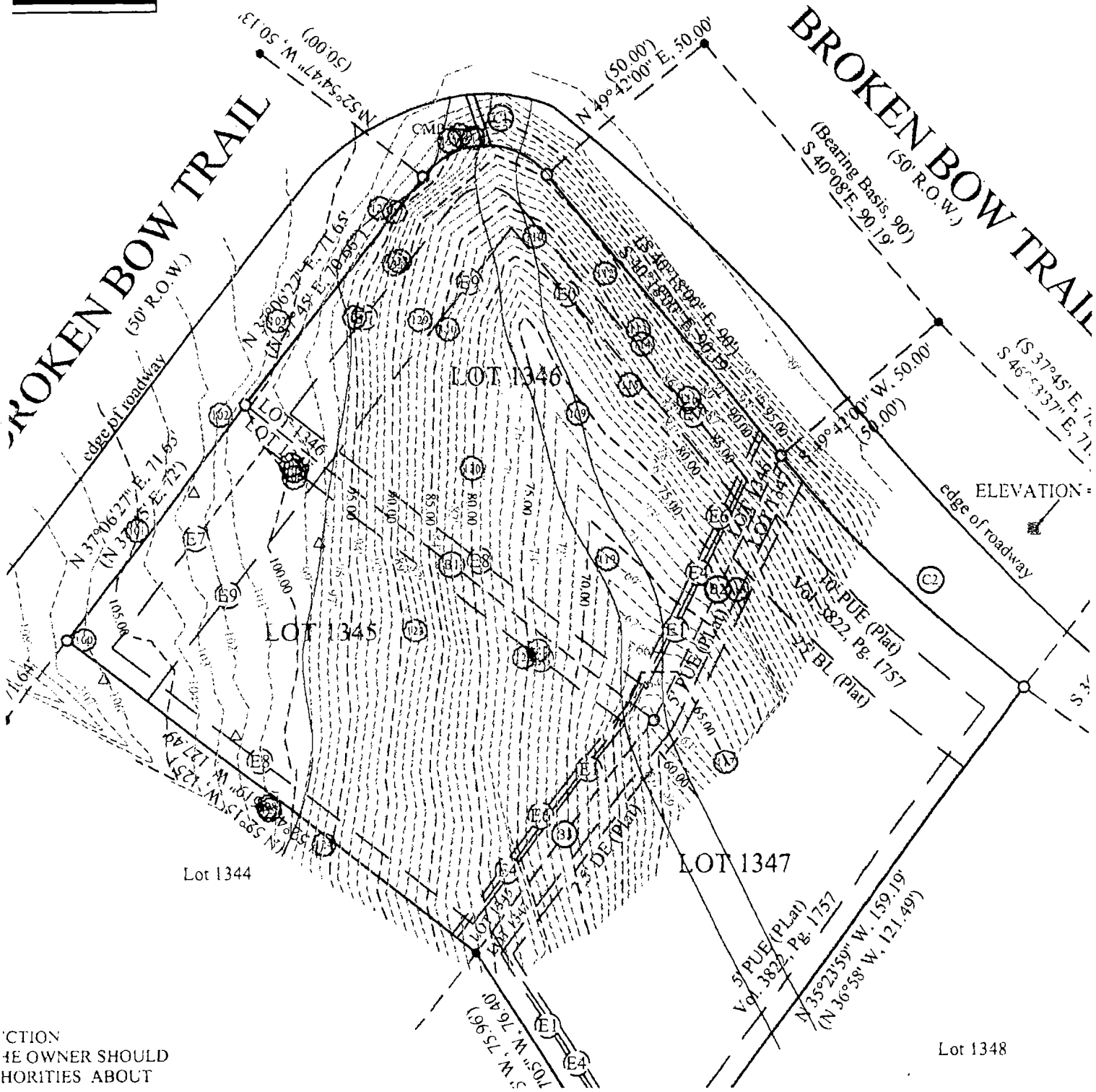
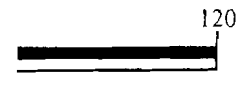
STATEMENT

- Checked box: We do not have need for an easement on the property as described in the accompanying document.
Unchecked box: We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature: [Handwritten Signature]
Printed Name: Chris Langgraf, PE
Title: Engineer III
Utility Company or District: Texas Gas Service
Date: 1/21/2011

Please return this completed form to:

Name:
Address:
City/State/Zip:



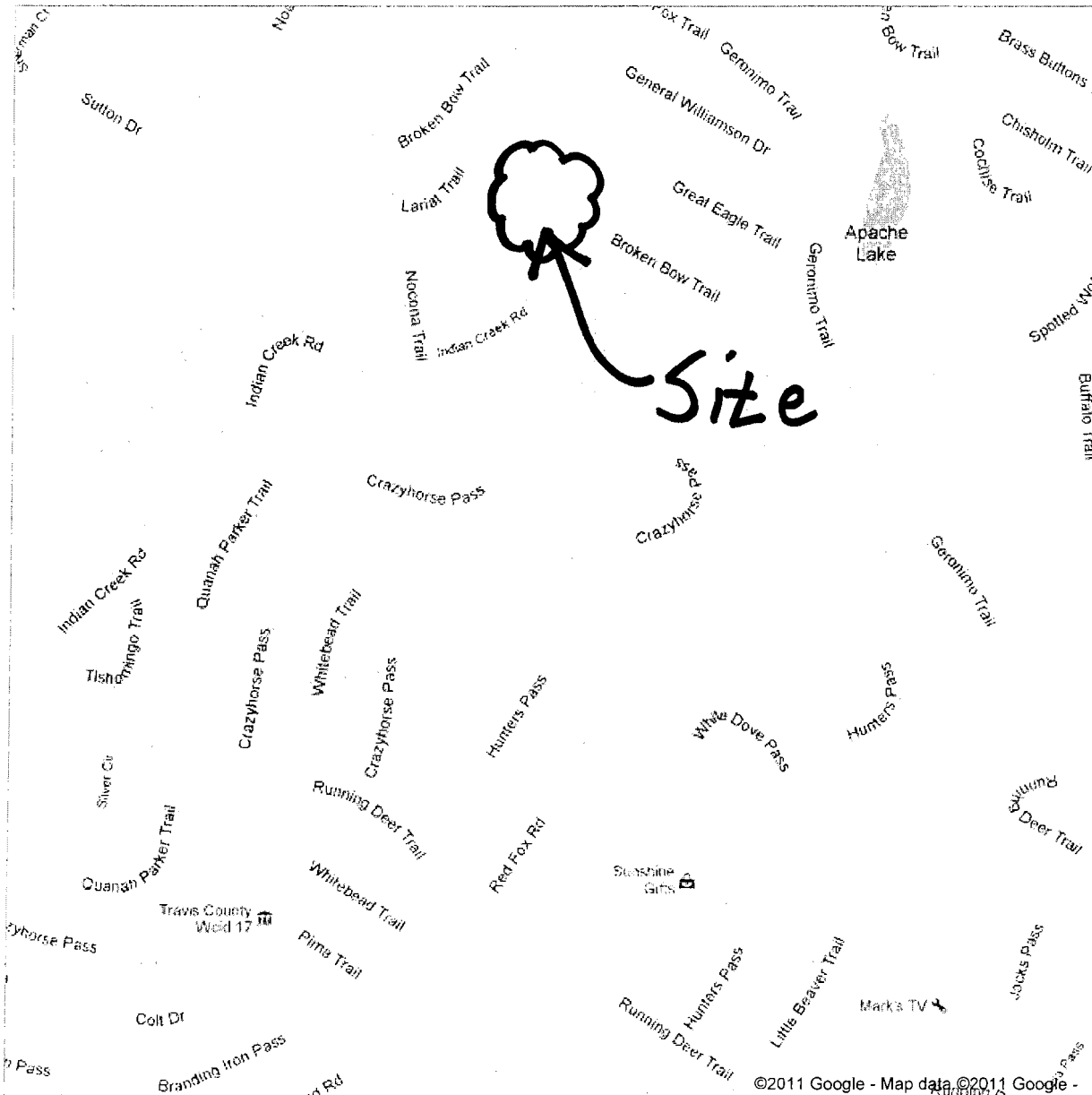
NOTICE  
THE OWNER SHOULD  
CONSULT LOCAL AUTHORITIES ABOUT

Lot 1348

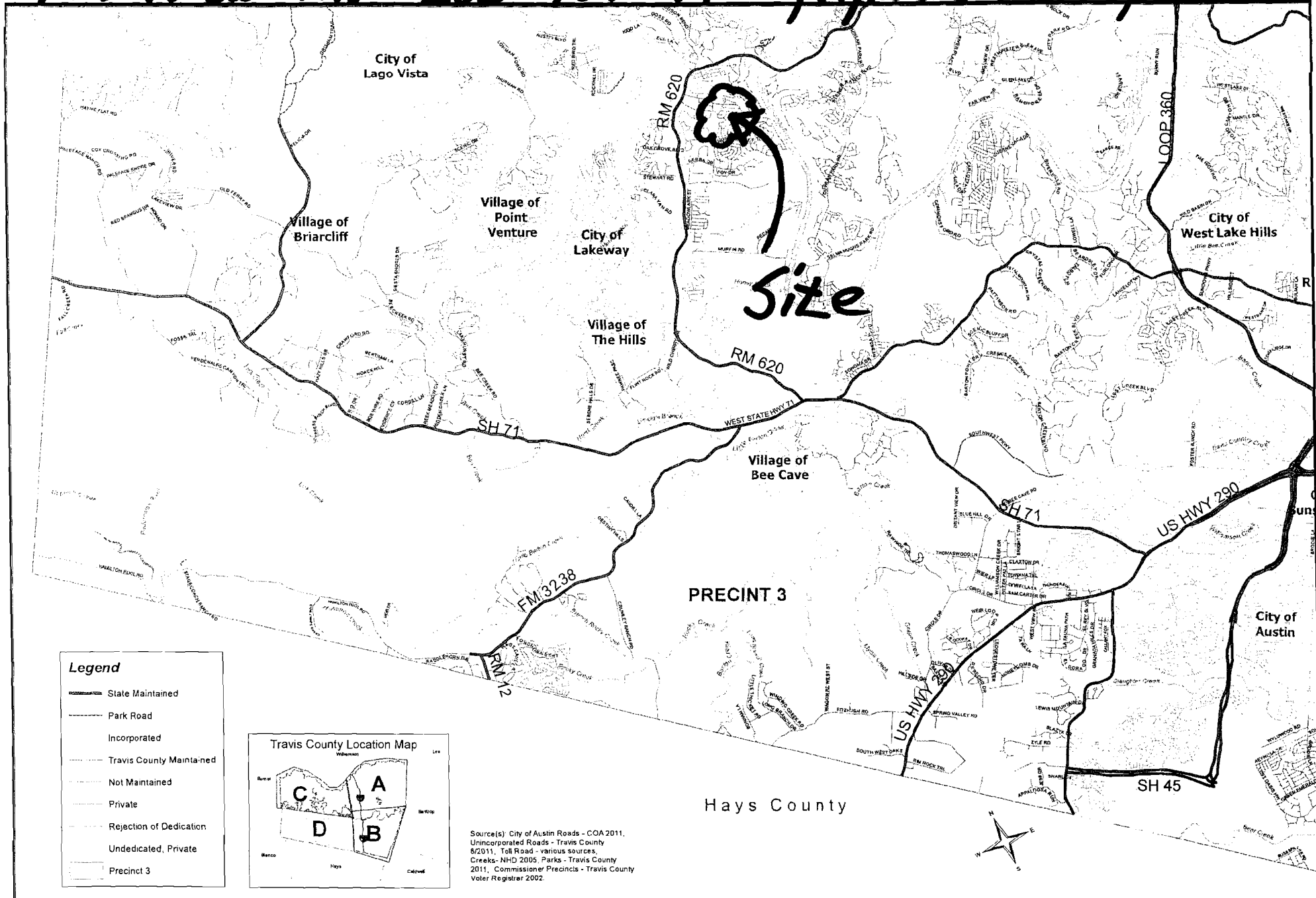


Address Broken Bow Trail  
Austin, TX 78734

Notes Request to vacate two five foot  
public utility easements located  
along the common lot line of Lots  
1345 and 1346 of Apache  
Shores, Section 3 Amended -  
Commissioner Karen Huber,  
Precinct Three.

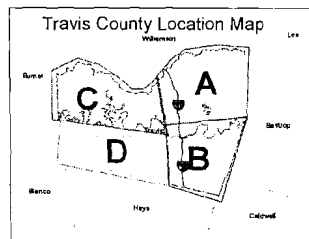


# PUE Vacation - Lots 1345 & 1346, Apache Shores, Section



**Legend**

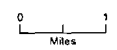
- State Maintained
- Park Road
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Precinct 3



Source(s) City of Austin Roads - COA 2011,  
 Unincorporated Roads - Travis County  
 8/2011, Toll Road - various sources,  
 Creeks - NHD 2005 - Parks - Travis County  
 2011, Commissioner Precincts - Travis County  
 Voter Registrar 2002.

Map Disclaimer: The data is provided as is with no warranties of any kind

## Travis County Roadways, Map D



Map Prepared by Travis County,  
 Dept. of Transportation & Natural  
 Resources. Date: 8/9/2011



## **Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3**

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Gillian Porter, Commissioners Court  
Specialist, 512-854-4722

**Elected/Appointed Official/Dept. Head:** Dana DeBeauvoir, Travis County  
Clerk

**Commissioners Court Sponsor:** Judge Biscoe

**AGENDA LANGUAGE:** Approve the Northwest Travis County Road  
District No. 3 (Golden Triangle) Minutes for the Voting Session of August  
16, 2011.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:**

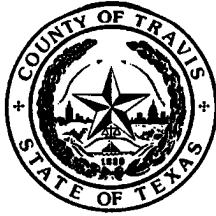
**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

**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](mailto:Cheryl.Aker@co.travis.tx.us) by **Tuesdays at 5:00 p.m.** for the next week's meeting.



# Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, August 16, 2011 Voting Session

Minutes Prepared by the Travis County Clerk  
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on August 16, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

**MOTION:** Pay the claims in Item 1.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

## Minutes approved by the Commissioners Court

\_\_\_\_\_  
Date of Approval

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





## **Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation**

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:** Consider and take appropriate action to approve payment of \$120.00 in registration fee for Ana Pompa to attend UPCS Inspection Protocol Training related to the TBRA Grant program.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** The original contract included \$36,000 in admin funds and \$17,910.30 has been reimbursed. Therefore, there is \$18,089.70 left in admin funds from which to draw for this purpose. See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116;  
Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

**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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

# AFFORDABLE HOUSING TRAINING THAT MEETS YOUR NEEDS

## Income Eligibility, HOME, UPCS & HTC Roundtable

### UPCS

September 8—Austin

Norris Conference Center—Austin

2525 W. Anderson Lane, Austin, TX 78757

Phone: 512/451-5011

### UPCS

September 14—Fort Worth

Norris Conference Center—Fort Worth

304 Houston St., Fort Worth, TX 76102

Phone: 817/289-2400

### Income Eligibility Training

September 27—McAllen

Holiday Inn Express Hotel & Suites—McAllen

1921 S. 10th St., McAllen, TX 78503

Phone: 956/994-0505

### HTC Compliance Roundtable

October 26—McAllen

Holiday Inn Express Hotel & Suites—McAllen

1921 S. 10th St., McAllen, TX 78503

Phone: 956/994-0505

### HOME Compliance Training

November 9—Austin

Norris Conference Center—Austin

2525 W. Anderson Lane, Austin, TX 78757

Phone: 512/451-5011

### Income Eligibility Training

November 17—Fort Worth

Norris Conference Center—Fort Worth

304 Houston St., Fort Worth, TX 76102

Phone: 817/289-2400

Sponsored by the Texas Apartment Association, featuring experts from the Texas Department of Housing and Community Affairs:

#### **TAA's Income Eligibility Training (aka TDHCA's "First Thursday" Training):**

- Focus on eligibility requirements of various TDHCA affordable housing programs
- Cover topics such as income, assets, student status, documenting household income and more
- Get answers to your questions about eligibility

#### **TAA's HOME Compliance Training:**

- Identify HOME-eligible residents and document their eligibility
- Determine allowable rents for the HOME program
- Complete project lease-up
- Maintain compliance
- Keep onsite files and report to TDHCA

#### **UPCS Inspection Protocol Training:**

- Find out how TDHCA conducts UPCS inspections and how physical inspections impact your development
- Discover how UPCS inspections work and what to expect during the inspection
- Learn how to prepare for your inspection with plenty of examples of common deficiencies
- Get your questions answered by TDHCA inspection specialists at this one-day training

#### **HTC Compliance Roundtable:**

- Determine the content of the roundtable as you discuss the tax credit issues that are most important to you
- Talk with TDHCA compliance experts and get answers to your questions
- Enjoy advanced discussions in a small setting with compliance managers and property supervisors

Registration fees for the Income Eligibility Training full-day program are \$75-\$95 and include lunch. Registration fees for the HOME Compliance Training and UPCS full-day programs are \$100-\$120 and include lunch. Registration fees for the HTC Roundtable are \$45-\$55 and do not include lunch. Seminars are available to both TAA members and non-members. For your convenience, a registration form is on the back of this flyer. To request a list of hotels near each facility without overnight accommodations, please email [education@taa.org](mailto:education@taa.org) or call 512/479-6252.



Call TAA at 512/479.6252 or visit [www.taa.org](http://www.taa.org) for more information.



# AFFORDABLE HOUSING TRAINING OPTIONS

## TRAINING SPONSORED BY THE TEXAS APARTMENT ASSOCIATION

**UPCS Inspection Training—9 a.m.- 4 p.m.—September 8, Austin and September 14, Fort Worth**

**HOME Compliance Training—9 a.m.-4:30 p.m.—November 9, Austin ● HTC Roundtable—9 a.m.-12 p.m.—October 26, Fort Worth**

**Income Eligibility Training—8:30 a.m.- 3:30 p.m.—September 27, McAllen and November 17, Fort Worth**

Use one form per registrant and complete all information requested on this form. Photocopies are acceptable. Type or print clearly.  
Keep a copy of the completed registration form for your records. Written confirmation will be sent by the TAA office. *(Please print legibly.)*

Full Name: Mr./Ms. (circle one) \_\_\_\_\_  
 First Name (for badge): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City, State, Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_  
 Local Association: \_\_\_\_\_

*I understand that by providing the fax number(s) and email address(es) above, I hereby consent to receive faxes and email notices sent by or on behalf of the Texas Apartment Association, Texas Apartment Association Education Foundation, Texas Apartment Association PAC, and APT Lease Forms.*

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

**Registration fees:** Please check the appropriate box for the seminar you wish to attend or your registration will not be processed.

### NAA CECs AVAILABLE

#### Continuing Education Credits

Income Eligibility Training qualifies for 7 hours and HOME Compliance and UPCS qualify for 8 hours of continuing education credits for CAM, CAPS, CAS and NALP designates. HTC Roundtable qualifies for 3 hours NAA CECs, not approved for MCEs from TREC. The seminars also qualify for 7 and 8 hours, respectively, of professional development activities for those with the CAMT accreditation. A certificate of attendance will be provided to all seminar attendees.

#### Cancellations

Full refund, minus a \$15-\$35 processing fee, will be made only if written notice of cancellation is received by the cancellation date. (Austin UPCS - Sept. 1, Fort Worth UPCS - Sept. 7, McAllen IET - Sept. 20, Fort Worth HTC Roundtable - Oct. 19, Austin HOME - Nov. 2, Fort Worth IET - Nov. 10) After that date, only substitutions are accepted. No shows will not receive a refund.

#### Some sessions will include meals:

Do you have any food allergies?  Yes  No  
If yes, please list below:



#### Please return this form with your payment to:

TAA, 1011 San Jacinto Blvd., Suite 600  
Austin, TX 78701-1951

Credit cards only—FAX to 512/479-6291.

Questions? Call 512/479-6252.

**FOR TAA USE ONLY:** Date received \_\_\_\_\_  
Check number \_\_\_\_\_

#### UPCS Inspection Training—September 8: Norris Conference Center, Austin

	Postmarked by Aug. 25	Postmarked Aug. 26 or later
<input type="checkbox"/> First registrant	\$110	\$120

#### UPCS Inspection Training—September 14: Norris Conference Center, Fort Worth

	Postmarked by Aug. 31	Postmarked Sept. 1 or later
<input type="checkbox"/> First registrant	\$110	\$120

#### Income Eligibility Training—September 27: Holiday Inn Hotel & Suites, McAllen

	Postmarked by Sept. 13	Postmarked Sept. 14 or later
<input type="checkbox"/> First registrant	\$85	\$95

#### HTC Compliance Roundtable—October 26: Norris Conference Center, Fort Worth

	Postmarked by Oct. 12	Postmarked Oct. 13 or later
<input type="checkbox"/> All registrants	\$45	\$55

#### HOME Compliance Training—November 9: Norris Conference Center, Austin

	Postmarked by Oct. 26	Postmarked Oct. 27 or later
<input type="checkbox"/> First registrant	\$110	\$120

#### Income Eligibility Training—November 17: Norris Conference Center, Fort Worth

	Postmarked by Nov. 3	Postmarked Nov. 4 or later
<input type="checkbox"/> First registrant	\$85	\$95

#### Registration fee for additional registrants from the same company:

	Postmarked by dates above	Postmarked after early dates
<input type="checkbox"/> Second registrant—IET	\$ 75	\$ 85
<input type="checkbox"/> Second registrant—other	\$100	\$110

\*Second registrant must complete an additional registration form.

Choose location:  Austin UPCS  Austin HOME  McAllen  Fort Worth UPCS  
 Fort Worth IET  Fort Worth HTC Roundtable

**Total registration fees due: \$** \_\_\_\_\_

My check is enclosed, payable to the Texas Apartment Association, Inc.

Charge my:  Visa  MasterCard  American Express

Account number: \_\_\_\_\_

Exp. date: \_\_\_\_\_

Card code: \_\_\_\_\_

*(three-digit number on the back of your MasterCard or Visa or four-digit number on the front of your American Express)*

Billing zip code: \_\_\_\_\_

Print name as it appears on card: \_\_\_\_\_

Signature: \_\_\_\_\_

**Andrea Shields - RE: TDHCA: Physical Inspections training in Austin/Fort Worth [HTC][HTF][MFB][HP][MFC]**

**From:** Sasha Marshall <sasha.marshall@tdhca.state.tx.us>  
**To:** Andrea Shields <Andrea.Shields@co.travis.tx.us>  
**Date:** 8/30/2011 9:55 AM  
**Subject:** RE: TDHCA: Physical Inspections training in Austin/Fort Worth [HTC][HTF][MFB][HP][MFC]

Good Morning,

The contract included \$36000 in admin funds and \$17910.30 has been reimbursed, so there is \$18089.70 left to be reimbursed.

[Add Contract Activity City OR Add Contract Activity Colonia](#) | [Allocate Funds](#) | [Notes](#) | [Perf Reqs](#) | [Activities](#) | [Areas Served](#) | [Vendors](#)

• 1 result(s) returned

**CONTRACT**

Contract Number	1001101	Program Activity	HOME - TBRA (Single-Family 2008)	Status	Active
CSAS Number(s)	546139	Contractor	Travis County Housing Finance Corporation	UOG Code	489453
Period Begin Date	5/21/09	Contact	Harvey Davis	UOG Number	4
Period End Date	5/18/12	Contact Phone	(512) 854-4743	CPS Number (IDIS)	0260
Amended End Date		Grant	yes	Mail Code	001
Application Number	20080153	Loan	no	Executor	Samuel Biscoe
Consultant	Travis County Department of Health and Human Services	Consultant Phone	(512) 854-4100	Contract Activity Number (IDIS)	
				10TAC Rule Year	
TDHCA Performance Contact	Sasha Marshall	TDHCA Performance Contact Phone	(512) 475-2975		
TDHCA Program Contact	LeeAnn Chance	TDHCA Program Contact Phone	(512) 475-3918		<a href="#">Attachments(7)</a>
Single Audit Status: Your Audit Certification for the FYE 09/30/2009 Single Audit Review is delinquent! Please submit <a href="#">here</a>					

**BUDGET**

	Original	Amended	Funded	Committed	Total Drawn	Refunded	Net Drawn	Balance
Admin	\$36,000.00	\$36,000.00	\$36,000.00	\$0.00	\$17,910.30	\$0.00	\$17,910.30	\$18,089.70
Project	\$300,000.00	\$300,000.00	\$300,000.00	\$281,140.00	\$242,756.00	\$0.00	\$242,756.00	\$57,244.00
<b>Total</b>	<b>\$336,000.00</b>	<b>\$336,000.00</b>	<b>\$336,000.00</b>	<b>\$281,140.00</b>	<b>\$260,666.30</b>	<b>\$0.00</b>	<b>\$260,666.30</b>	<b>\$75,333.70</b>

[Allocation Detail](#) | [Budget Detail](#) | [Draw History](#) | [Draw Request](#)

**Sasha Marshall**

Performance Specialist  
 Texas Department of Housing and Community Affairs  
 221 E. 11th Street | Austin, TX 78701  
 Office: 512.475-2975  
 Fax: 512.475.0220



**About TDHCA**

The Texas Department of Housing and Community Affairs is the state agency responsible for affordable housing, community services, energy assistance, colonia housing programs, and disaster recovery housing programs. It currently administers over \$3 billion through for-profit, nonprofit, and local government partnerships to deliver local housing and community-based opportunities and assistance to Texans in need. For more information please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).

**From:** Andrea Shields [mailto:Andrea.Shields@co.travis.tx.us]  
**Sent:** Tuesday, August 30, 2011 9:45 AM  
**To:** Sasha Marshall  
**Subject:** RE: TDHCA: Physical Inspections training in Austin/Fort Worth [HTC][HTF][MFB][HP][MFC]

Thanks Sasha. Can you refresh my memory, what was the total amount of admin money we received for that grant?

>>> Sasha Marshall <sasha.marshall@tdhca.state.tx.us> 8/29/2011 3:57 PM >>>  
 Yes ma'am, you sure can!

**Sasha Marshall**

Performance Specialist  
 Texas Department of Housing and Community Affairs  
 221 E. 11th Street | Austin, TX 78701  
 Office: 512.475-2975  
 Fax: 512.475.0220

**About TDHCA**

The Texas Department of Housing and Community Affairs is the state agency responsible for affordable housing, community services, energy assistance, colonia housing programs, and disaster recovery housing programs. It currently administers over \$3 billion through for-profit, nonprofit, and local government partnerships to deliver local housing and community-based opportunities and assistance to Texans in need. For more information please visit [www.tdhca.state.tx.us](http://www.tdhca.state.tx.us).

**From:** Andrea Shields [mailto:Andrea.Shields@co.travis.tx.us]

**Sent:** Monday, August 29, 2011 3:15 PM

**To:** Sasha Marshall

**Subject:** Fwd: TDHCA: Physical Inspections training in Austin/Fort Worth [HTC][HTF][MFB][HP][MFC]

Hi Sasha,

Can you tell me if we could use TBRA admin money from the first grant to cover the registration fee for the below training?

Thanks,  
Andrea

**Andrea Shields**

Manager, Travis County Corporations

Cash Investment Management

700 Lavaca Street, Suite 1560

P.O. Box 1748

Austin, Texas 78767

Office: 512-854-9116

Fax: 512-854-4210

>>> TDHCA <do-not-reply@tdhca.state.tx.us> 8/24/2011 11:04 AM >>>

UPCS Inspection Protocol Training with emphasis on preparing for physical inspections will be presented in Austin on September 8, 2011 and in Fort Worth on September 14, 2011. This training is sponsored by the Texas Apartment Association. Additional information and Registration form is available at:

For Austin - <http://taa.org/member/calendar/icalrepeat.detail/2011/09/08/176/-/upcs-inspection-training>

For Fort Worth - <http://taa.org/member/calendar/icalrepeat.detail/2011/09/14/177/-/upcs-inspection-training>

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Please do not reply to this email. It is from an unattended email address. To contact the Texas Department of Housing and Community Affairs, get more information, or view a slideshow of recent TDHCA activities, visit <http://www.tdhca.state.tx.us/> in your Web browser.

Login to your email list account to edit your subscription:

<http://maillist.tdhca.state.tx.us/list/login.html?lui=f9mu0g2g&mContainer=2&mOwner=G382s2w2r2p&mAddress=jane.prince-maclean%40CO.TRAVIS.TX.US>

Unsubscribe from this list:

<http://maillist.tdhca.state.tx.us/list/unsubscribe.html?lui=f9mu0g2g&mContainer=2&mOwner=G382s2w2r2p&address=jane.prince-maclean%40CO.TRAVIS.TX.US&val=dirx4nvc>





## **Travis County Commissioners Court Agenda Request Travis County Health Facilities Development Corporation**

**Meeting Date:** September 6, 2011

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:** Consider and take appropriate action to approve two invoices totaling \$1,575.00 for Travis County's Strength and Conditioning Training program and the Travis County Mammogram Event.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** The invoices are as follows:

1. Lee McCormick for \$1,000.00. This invoice is for 40 training sessions provided to Travis County employees by Lee McCormick.
2. H.E.B. Grocery for \$575.00. This invoice is for the purchase of a gift card to H.E.B. to purchase items for the Mammogram Event.

**STAFF RECOMMENDATIONS:** Staff recommends approval of the invoices.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116;  
Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

**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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.



# HIRMID

*Human Resources Management Department*

1010 Lavaca Street

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-9757

August 22, 2011

**TO:** Andrea Shields, Corporations Administrator

**FROM:** Dan Mansour, Risk and Benefits Manager

Handwritten signature of Dan Mansour in black ink.

**SUBJECT:** Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group exercise trainer. This is for 20 units, 30 minute sessions Strength & Conditioning Training program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check to be issued as follow:

Lee McCormick \$ 1000.00 (20 units @ \$50)

Please let me know if you need additional information.



**DYNAMIC SPEED**  
*"Hard Work Pays- Off"*

*INVOICE*

14400A Charles Dickens Dr.  
 Pflugerville, Tx 78660  
 512.748.8470  
 512.669.9938

**TO:**  
 Travis County Human Resource  
 1010 Lavaca St.  
 Austin, TX  
 512.854.9239

HOURS	DESCRIPTION	UNIT PRICE	TOTAL
20	40 sessions Strength & Conditioning Training (30 min. sessions) Cpt 97545 (Jun. 6th- Aug. 8th 2011)	40 units @\$25	\$1,000.00

<b>SUBTOTAL</b>	
<b>SALES TAX</b>	0.0
<b>SHIPPING AND HANDLING</b>	0.0
<b>OTHER</b>	
<b>TOTAL</b>	<b>\$1,000.00</b>

1. Copies of invoice will be updated monthly.
2. Unit price can be adjusted in accordance with the number of employees, entering the program.
3. Please notify me immediately if employee number changes and more units are needed.
4. Send all correspondence to:  
 Lee Vesta McCormick  
 14400A Charles Dickens Dr.  
 Pflugerville, Tx 78660  
 512.748.8470  
 512.669.9938

*Lee V. McCormick*  
 Authorized by Lee Vesta McCormick 7/13/2011





**Human Resources Management Department**

**HHRM**  
RECEIVED

11 AUG 24 AM 10:27

1010 Lavaca Street

• P.O. Box 1748

• Austin, Texas 78767  
TRAVIS COUNTY  
PLANNING & BUDGET OFFICE

(512) 854-9165 / FAX (512) 854-9757

August 22, 2011

**TO: Andrea Shields, Corporations Administrator**

**FROM: Dan Mansour, Risk and Benefits Manager**

Handwritten signature of Dan Mansour in black ink.

**SUBJECT: Wellness Program Expense**

Please prepare an agenda item to approve payment for the Travis County Mammogram Event. This event is for Travis County employees, retirees and their families. The event is put in place for our employees to take care of an important annual health screening and early detection of cancer.

Per the attached spreadsheet, I am requesting a check in the amount of \$575.00 made payable to H.E.B. Grocery for gift card to purchase items for the event.

Please let me know if you need additional information.

<b>ITEMS</b>	<b>Unit Cost</b>	<b>Total</b>
Balloons	\$12.00	\$48.00
Champagne Glasses	\$10.00	\$40.00
Delexe Veggie Tray	\$20.00	\$120.00
Fresh Fruit Tray	\$29.99	\$120.00
Napkins	\$2.00	\$8.00
Plates	\$5.00	\$20.00
Forks	\$3.00	\$12.00
Beverage (Punch)	\$2.00	\$16.00
Beverage (Ginger Ale)	\$2.00	\$16.00
Gift Cards	\$25.00	\$100.00
Chips	\$4.00	\$30.00
Dip	\$5.00	\$25.00
Small Gifts	\$5.00	\$20.00
<b>Total</b>		<b>\$575.00</b>