



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 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 TO RATIFY REQUEST FOR DISASTER DECLARATION FOR TRAVIS COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

Approval

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 by Tuesdays at 5:00 p.m. for the next week's meeting.



SAMUEL T. BISCOE
COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 520
AUSTIN, TEXAS 78767
(512) 854-9555

September 6, 2011

The Honorable Rick Perry
Governor of Texas
c/o State Coordinator
Division of Emergency Management
P.O. Box 4087
Austin, Texas 78773-0001

Dear Governor Perry:

Travis County is currently listed as being in an exceptional drought. Due to this drought, Travis County fire departments are experiencing a significant number of calls to respond to grass and brush fires. Travis County has recently experienced a series of large devastating fires. On September 4, 2011, six large fires broke out in Travis County, with two of them being especially large and devastating. The Steiner Ranch and Spicewood fires are large in nature and are currently burning in areas that are heavily populated. These fires have destroyed at least 50 homes with more being threatened. Due to the dryness of the fuels caused by lack of rain and extreme heat, fire starts are more difficult to suppress and contain. Many of the fires have required multiple departments to respond in order to protect homes and suppress the fire. Efforts are underway to get an accurate assessment of costs associated with the responses. Travis County and jurisdictions within Travis County expect to incur significant costs associated with the fire responses.

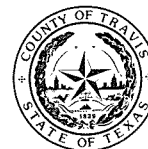
While response efforts are still underway, it is my belief the threat of damage to homes and businesses due to grass and brush fires constitutes a significant potential public health and safety hazard. I have determined that this fire season is of such severity and magnitude that an effective response is beyond the capability of fire departments in Travis County to recover without supplementary State and/or Federal assistance.

Your assistance in this emergency matter, as it affects the safety and health needs of our citizens, would be appreciated.

Sincerely,

A handwritten signature in black ink that reads "Samuel T. Biscoe". The signature is written in a cursive style with a large, prominent initial 'S'.

Samuel T. Biscoe,
Travis County Judge



SAMUEL T. BISCOE

COUNTY JUDGE

TRAVIS COUNTY ADMINISTRATION BUILDING
P.O. BOX 1748 ROOM 520
AUSTIN, TEXAS 78767
(512) 854-9555

**TRAVIS COUNTY
SEVERE WILDFIRE DISASTER DECLARATION**

WHEREAS, the County of Travis on the 4th day of September, 2011, suffered severe damage and loss of property resulting from numerous wildland urban interface fires in Travis County; and

WHEREAS, after an extensive survey, the Judge of the County of Travis has determined that extraordinary measures must be taken to alleviate the suffering of people and to rehabilitate property;

NOW, THEREFORE, BE IT PROCLAIMED BY THE JUDGE OF THE COUNTY OF TRAVIS:

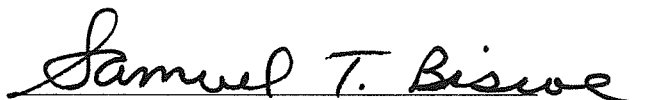
Section 1. That a state of disaster is declared for the County of Travis.

Section 2. That the County's Emergency Management Plan has been implemented.

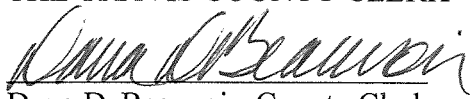
Section 3. That the state of disaster shall continue for a period of not more than seven days of the date hereof, unless the same is continued by consent of the Commissioners' Court of the County of Travis, Texas.

Section 4. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 6th day of September, 2011.


Samuel T. Biscoe, County Judge
County of Travis, Texas

FILED IN THE OFFICE OF
THE TRAVIS COUNTY CLERK


Dana DeBeauvoir, County Clerk

Date: 9/6/2011



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 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", written over the printed name of the elected official.

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,028,255.86, for the period of August 26 to September 1, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,028,255.86.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$1,028,255.86

REQUIRED AUTHORIZATIONS:

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

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: September 13, 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 26, 2011 to September 1, 2011

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,028,255.86

HRMD RECOMMENDATION: The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,028,255.86.

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 26, 2011 TO SEPTEMBER 1, 2011

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- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. 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 13, 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 26, 2011
 TO: September 1, 2011

REIMBURSEMENT REQUESTED: \$ 1,028,255.86

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,636,625.79
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 6, 2011	\$ (605,655.20)
October 5, 2010 adj	\$ -
Adjust to balance per UHC	\$ 135.10
	\$ 0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,028,255.86
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,028,255.86

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

All claims over \$25,000 (2 this week totaling \$78,853.23) 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 (\$143,594.10) 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 (\$28,948.00).

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

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

Diane Blankenship ^{by NM} 9/2/11
 _____ Date
 Diane Blankenship, Director, HRMD

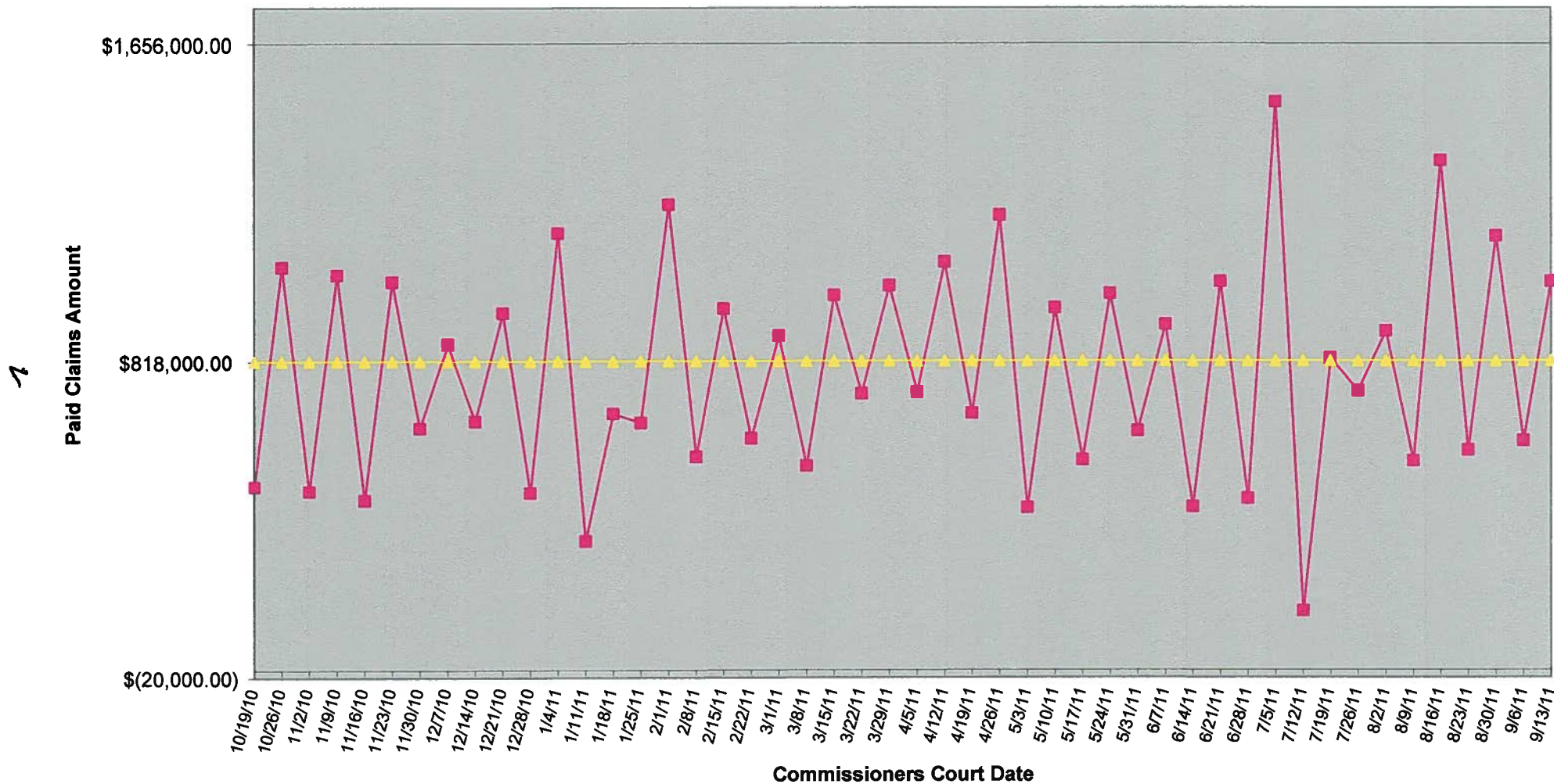
Dan Mansour 9-2-2011
 _____ Date
 Dan Mansour, Risk Manager

unavailable to sign
 _____ Date
 Cindy Purinton, Benefit Contract Administrator

Norman McRee 9/2/11
 _____ Date
 Norman McRee, Financial Analyst

** 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.

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



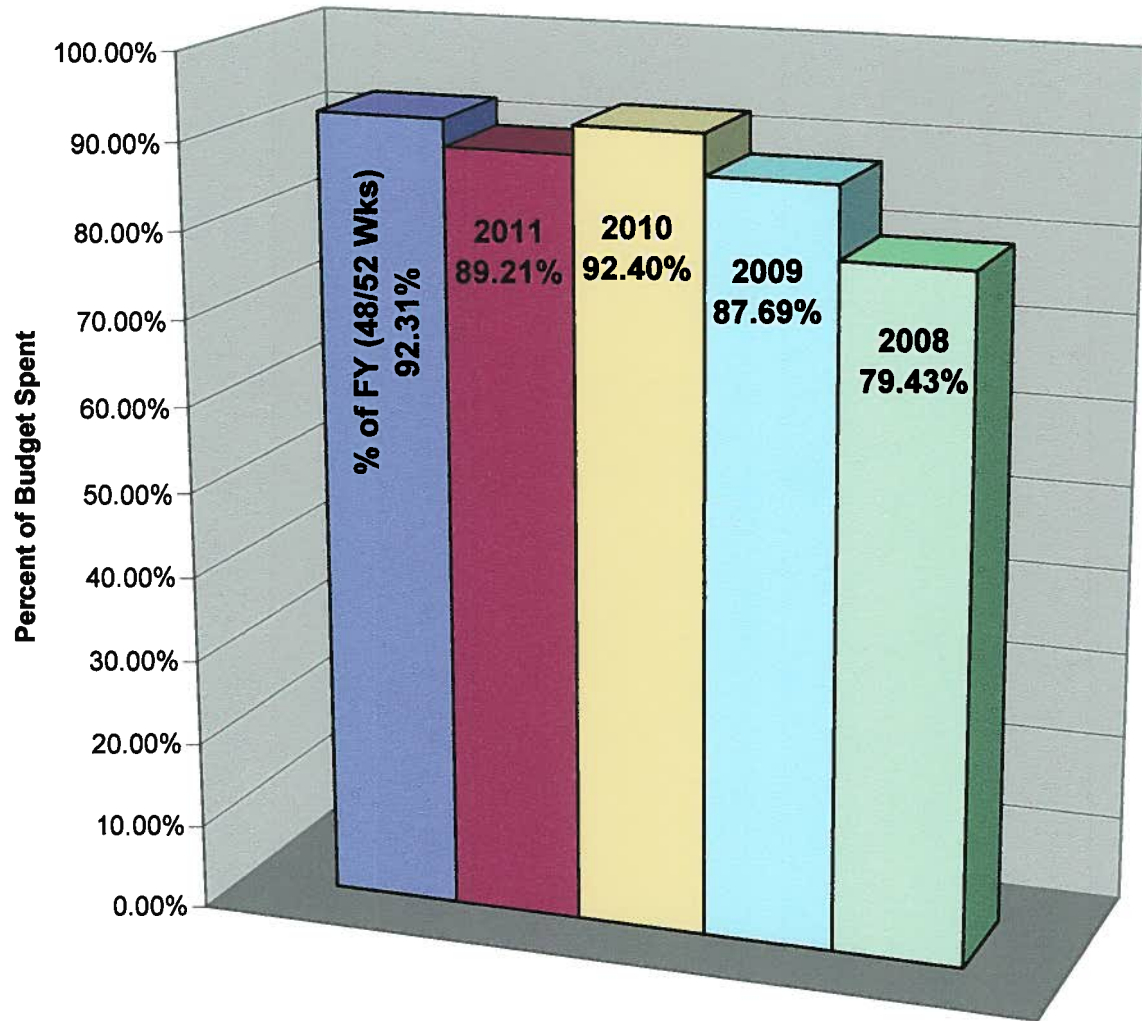
**Travis County Employee Benefit Plan
FY11 Weekly Paid Claims VS Weekly Budgeted Amount**

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	\$ 1,028,255.86	\$ 818,811.85	2	\$ 78,853.23	89.21%	92.40%
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	\$ 37,984,604.14	\$ 39,302,968.62
Paid Claims less Total Weekly Budget		\$ (1,318,364.48)

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 48



F

From: <SIFSFX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 9/2/2011 5:25 AM
Subject: UHC BANKING REPTS/C

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY ACCORDING TO THE LABOR DAY HOLIDAY ACCELERATED SYSTEM FEED SCHEDULE.

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
 FAX NUMBER: (512) 854-3128 AB5
 PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2011-09-02 REQUEST AMOUNT: \$1,636,625.79

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2011-09-01	\$1,056,607.25
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,611,433.75
+ CURRENT DAY NET CHARGE:	\$25,192.04
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,636,625.79

ACTIVITY FOR WORK DAY: 2011-08-26

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$422,354.83	\$00.00	\$422,354.83
TOTAL:	\$422,354.83	\$00.00	\$422,354.83

ACTIVITY FOR WORK DAY: 2011-08-29

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$362,811.24	\$00.00	\$362,811.24

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011_09_01

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	-273.24	NN	1726406	AH	6	9/1/2011	200	8/29/2011	9/1/2011
701254	632	-273.24	NN	1517587	AH	1	9/1/2011	200	8/29/2011	9/1/2011
701254	632	-273.86	NN	1358414	AH	1	9/1/2011	200	8/29/2011	9/1/2011
701254	632	-360.67	NN	1860691	AI	2	9/1/2011	200	8/29/2011	9/1/2011
701254	632	-490	NN	SSN00000	AL	0	8/24/2011	600	8/30/2011	9/1/2011
701254	632	-558.47	QG	50137964	AI	2	2/28/2011	50	8/30/2011	9/1/2011
701254	632	-578.3	NN	1570792	AA	1	9/1/2011	200	8/29/2011	9/1/2011
701254	632	-648	PH	61074139	AH	1	8/25/2011	50	8/31/2011	9/1/2011
701254	632	-670.63	NN	1564969	AH	1	9/1/2011	200	8/29/2011	9/1/2011
701254	632	-714.27	NN	1341575	AE	9	9/1/2011	200	8/29/2011	9/1/2011
701254	632	-908.79	NN	SSN00000	AL	0	8/26/2011	600	9/1/2011	9/1/2011
701254	632	-1108.97	NN	SSN00000	AL	0	8/29/2011	600	9/2/2011	9/1/2011
701254	632	-1112.3	QG	428055	AH	6	8/25/2011	50	8/31/2011	9/1/2011
701254	632	-1113.11	NN	1036505	AH	9	9/1/2011	200	8/29/2011	9/1/2011
701254	632	-1356.94	NN	1730666	AH	1	9/1/2011	200	8/29/2011	9/1/2011
701254	632	-1466	NN	SSN00000	AL	0	8/23/2011	600	8/29/2011	9/1/2011
701254	632	-1559.01	QG	419697	AE	9	8/23/2011	50	8/29/2011	9/1/2011
701254	632	-1733.36	NN	1411178	AH	5	9/1/2011	200	8/29/2011	9/1/2011
701254	632	-4081.74	NN	SSN00000	AL	0	8/25/2011	600	8/31/2011	9/1/2011

1,028,255.86

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 09/01/2011

<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

7

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

 For the payment week ending: 9/1/2011

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
EE	526-1145-522.45-28	154,211.92
RR	526-1145-522.45-29	14,473.71
Total CEPO		\$168,685.63
EPO		
EE	526-1145-522.45-20	251,832.42
RR	526-1145-522.45-21	48,603.23
Total EPO		\$300,435.65
PPO		
EE	526-1145-522.45-25	488,135.67
RR	526-1145-522.45-26	70,998.91
Total PPO		\$559,134.58
Grand Total		\$1,028,255.86



Travis County Commissioners Court Agenda Request

Meeting Date: 9/13/2011

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

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

Commissioners Court Sponsor: Judge Biscoe

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

AGENDA LANGUAGE:

Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 3.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

Diane Blankenship, Human Resources Management Department, 854-9170

Leroy Nellis, Planning and Budget Office, 854-9106

Cheryl Aker, County Judge's Office, 854-9555

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



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

September 13, 2011

ITEM # :

DATE: September 2, 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*
 Leroy Nellis, Acting County Executive, Planning and Budget

FROM: Diane Blankenship, Director, HRMD *S.T.O. for D.B.*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 3.

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
--

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Comm Pct 3	2	Executive Asst Electd Official*	18 / \$49,000.00	18 / \$49,000.00
Juvenile Probation	142	Custodian	5 / \$22,880.00	5 / \$22,880.00
Juvenile Probation	349	Juvenile Rsdntl Trt Ofcr I**	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
Juvenile Probation	413	Juvenile Detention Ofcr I**	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
Juvenile Probation	471	Licensed Vocational Nurse** Part-time	15 / Level 4 / \$19,375.20	15 / Level 4 / \$19,375.20
Juvenile Probation	493	Juvenile Probation Ofcr Asst*	12 / Level 2 / \$29,952.00	12 / Level 2 / \$29,952.00
Sheriff	821	Registered Charge Nurse	21 / Minimum / \$51,934.48	21 / Minimum / \$51,934.48
Sheriff	842	Registered Charge Nurse	21 / Level 6 / \$61,276.80	21 / Level 6 / \$61,276.80
* Temporary to Regular			** Actual vs Authorized	

CAREER LADDERS - NON POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
County Atty	20	Attorney I* / Grd 21	Attorney II / Grd 22	\$51,934.48	\$55,578.85	Career Ladder. Pay is at minimum of pay grade.
Pretrial Services	5	Pretrial Ofcr I* / Grd 15	Pretrial Ofcr I* / Grd 15	\$35,647.04	\$37,429.39	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 236 / Court Clerk I / Grd 13 / \$33,538.41	District Atty	Slot 273 / Legal Secretary / Grd 15 / \$36,892.25	Promotion. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

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



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 2011

Prepared By/Phone Number: Diane Blankenship 854-9165

Elected/Appointed Official/Dept. Head: Commissioner Ron Davis and Commissioner Margaret J. Gomez

Commissioners Court Sponsor: Commissioner Ron Davis and Commissioner Margaret J. Gomez

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON DIRECTING THE HUMAN RESOURCES MANAGEMENT DEPARTMENT TO PROPOSE AN ADDITION OR CHANGE TO LEAVE BENEFITS IN ORDER TO MITIGATE THE IMPACT OF CATASTROPHIC ILLNESS ON EMPLOYEES. HRMD PROPOSAL SHOULD INCLUDE AN EMPLOYEE SURVEY ON POSSIBLE ALTERNATIVES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Currently, Travis County provides a generous Sick Leave benefit of 12 days per year to its employees. In addition, employees may voluntarily supplement this benefit by purchasing Short Term Disability Insurance and/or Long Term Disability Insurance through payroll deduction.

Despite these benefits, many employees choose not to purchase Short Term Disability and/or Long Term Disability Insurance. These employees face a Leave Without Pay situation in catastrophic situations, once they exhaust all of their Sick and Vacation Leaves. This proposal, then, charges HRMD to come up with a solution that provides a safety net to County employees in the event of catastrophic illness.

STAFF RECOMMENDATIONS:

HRMD staff recommends that Commissioners Court authorize HRMD to explore the issues surrounding leave related to catastrophic illness or injury, develop various options, inform and survey employees about these options and return a recommended course of action to Court for consideration.

ISSUES AND OPPORTUNITIES:

See Attached Backup

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Leroy Nellis, Acting County Executive for PBO

Susan Spataro, County Auditor



HRMID

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX(512) 854-4203

BACK-UP MEMORANDUM

DATE: September 2, 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

FROM: Diane Blankenship, Human Resources Management Director *S.T.B. for D.B.*

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

SUBJECT: Disability Leave, Paid Time Off, and Catastrophic Illness or Injury

Proposed Motion

HRMD is asking Commissioners Court to authorize HRMD to perform the following actions:

- A. Explore alternative options for providing employees with a safety net in the event that employees face a 'Leave Without Pay' situation as a result of catastrophic illness or injury.
- B. Provide employees with information concerning these options and survey the employees to gather their feedback.
- C. Present the survey results and recommendations back to the Court for their direction.

Summary

Travis County has implemented a system to protect employee income in the event of a catastrophic illness or injury. However, the system is quite reliant on voluntary employee participation in employee-paid short-term and long-term disability insurance coverages. With more than one-third of County employees not

participating in these coverages, this segment of the employee population is at substantial risk of significant income loss in the event of a catastrophic illness or injury. The Human Resources Management Department (HRMD) is asking for Court permission to develop alternative options to address this issue, survey employees for feedback on these options, and bring recommendations back to Court.

Issues

Catastrophic illness or injury can strike any employee at any time. The Family Medical Leave Act (FMLA) was passed by the federal government to ensure that employees, under appropriate conditions, could return to their jobs after up to 12 weeks of unpaid leave. However, FMLA merely ensures that employees may have a job to which they can return. It does not ensure that the employee will have a reliable income stream during, or beyond, that time period.

To provide for this potential leave without pay situation, Travis County has designed a system in which employees can use paid sick or vacation leave while off the job. Most employees accrue 96 sick hours and 96 vacation hours per year. Accrued vacation leave is capped at 240 hours for most employees, although there is no cap for law enforcement officers. Sick leave accrual is uncapped. A catastrophic illness or injury can easily exhaust an employee's entire bank of accrued sick and vacation hours, particularly if an employee has built up significant accruals, leaving the employee in a leave without pay status.

Recognizing this potential income exposure for employees, Commissioners Court has authorized sale of Short-term and Long-term Disability Insurance as a voluntary benefit. Employees can enroll for one or both benefits which help protect employee income during disability. However, the purchase of this insurance is optional, and many employees choose not to purchase it. Thus in the event of catastrophic illness or injury, these employees may be left without any pay after they have exhausted their sick and vacation accrual balances. Such a scenario would place employees in a very difficult financial position at a time when, due to substantial medical bills, they could least afford it.

The current system used by Travis County works fairly well when employees participate in the disability coverages and have not had to exhaust the majority of their accrued sick leave. However, since a substantial number of County employees do not elect to purchase disability insurance, they are at substantial risk in the event of a catastrophic illness or injury. Some of this risk could be reduced if the County subsidized coverage for employees, though this would mean that benefits would then be subject to income tax. Obviously any subsidy would mean increased cost to the County, and a decision would need to be made as to how to pay for any subsidy.

Some jurisdictions have moved toward a consolidation of sick and vacation leave into a single 'Paid Time Off' pool, with a slightly reduced total number of days offered in exchange for increased flexibility. The reduced number of days of accrued leave could help offset some or all of the cost of the County purchase of disability insurance.

While there are a number of potential ways to revise the current system, some fundamental questions will need to be resolved. Among these questions are:

- Who should be responsible for paying for this benefit, the employee or the employer?
- If it is the employee, is there any way to increase participation in the program?
- If it is the employer,
 - Should this be considered an additional paid benefit with no offsets anywhere in the benefits package?
 - Should the County attempt to redesign the benefit package in such a way as to purchase the coverage in a way that reduces benefits elsewhere and this makes the purchase cost neutral?
- Would a shift toward Paid Time Off be an appropriate vehicle for this purpose?

Background

In 2004, Commissioners Court first authorized group benefits to include disability insurance to employees to help address the potential issue of loss of income due to catastrophic illness or injury. Employees can opt to purchase both short-term disability and long-term disability insurance during the open enrollment process. The cost of the insurance varies by employee income. Employees with higher incomes pay more for the insurance since the replacement value is greater (See attached table for FY 12 rates). Both short-term and long-term disability insurance are optional programs that are paid 100% by the employees themselves. They are both paid for with after tax dollars through payroll deduction, and since the employees pay for the coverages, the benefits are tax-free when distributed.

Travis County just completed the open enrollment process for FY 2012. Of the 4,711 employees that participated in open enrollment, 2,937 opted to purchase short-term disability insurance (62.34%). This was up from 2,853 in FY 2011. A slightly higher number of employees (3,002) opted to purchase long-term disability insurance

(63.72%). This was also up from FY 2011, when 2,927 opted to purchase long-term disability coverage.

Despite the growing utilization of both short-term and long-term disability insurance, the data still indicates that more than one in three employees are not covered either short-term or long-term in the event of a catastrophic illness or injury, unless they have exceptionally high sick leave balances. Table 1 shows County employee sick leave balances as of August 31, 2011.

**TABLE 1
TRAVIS COUNTY EMPLOYEES
SICK LEAVE ACCRUAL BALANCES AS OF AUGUST 31, 2011**

Accrual Balance (Hours)	# of Employees
100 or less	2,171
101 - 200	856
201 - 300	489
301 - 400	301
401 - 500	222
501 - 600	148
601 - 700	108
701 - 800	89
801 - 900	79
901 - 1,000	54
Over 1,000	194
Total	4,711

As seen in Table 1, a total of 2,171 employees (46.08%) have 100 or fewer accrued sick leave hours. This is significant since short-term disability insurance has a 14 day waiting period from the day of disability. Thus an employee must have at least 112 accrued hours of leave before short-term disability insurance begins to replace the employee's income, and the replacement value is only 60%. It should be noted that employees also have the option of using accrued vacation leave in addition to sick leave.

Employees who do not opt to purchase short-term or long-term disability coverage, and who have small leave accrual balances, are definitely at risk of losing a substantial portion of their incomes in the event of a catastrophic illness or injury. In such an event, the following scenario is likely:

1. Employee suffers a major illness or injury and has to miss work for an extended period of time.
 - A) If eligible, job may be protected by FMLA for up to 12 weeks, but not pay.
 - B) Depending on how long the employee misses work, all accrued sick and vacation time may be used.
 - C) After sick and vacation time is exhausted, employee is put on Leave Without Pay status.
 - D) If/when on FMLA, employee will still be expected to pay regular insurance deductions.
 - E) Once FMLA is exhausted, the employee will be expected to pay both the employee and County contributions for insurance.

Both short-term and long-term disability insurance are available to protect a portion of the employees' pay in the event of a major illness or injury. In the event that an employee is unable to work, disability insurance will pay 60% of the employee's pay, with no income tax deducted. This would allow employees to pay for critical items such as housing, transportation, groceries, and medical care. The waiting period for short-term disability is 14 days, and the program has a maximum duration of 13 weeks. Long-term disability has a 30 day waiting period, and maximum duration may last up until normal social security retirement age in some cases.

Recommended Action

HRMD staff recommends that Commissioners Court authorize HRMD to explore the issues surrounding leave related to catastrophic illness or injury, develop various options, inform and survey employees about these options and return a recommended course of action to Court for consideration.

**APPROXIMATE LONG TERM AND SHORT TERM DISABILITY PREMIUM AND BENEFITS
EFFECTIVE 10-1-12**

Annual Salary	APPROXIMATE STD WEEKLY BENEFIT	DEDUCTION PER PAY PERIOD	APPROX LTD MONTHLY BENEFIT	DEDUCTION PER PAY PERIOD
CIGNA		CIGNA		
\$ 7,800.00	\$ 90.00	\$ 1.35	\$ 390.00	\$ 1.63
\$ 9,300.10	\$ 105.00	\$ 1.58	\$ 465.01	\$ 1.94
\$ 15,600.00	\$ 180.00	\$ 2.70	\$ 780.00	\$ 3.25
\$ 17,659.20	\$ 205.00	\$ 3.08	\$ 882.96	\$ 3.68
\$ 19,572.80	\$ 225.00	\$ 3.38	\$ 978.64	\$ 4.08
\$ 21,008.00	\$ 240.00	\$ 3.60	\$ 1,050.40	\$ 4.38
\$ 22,422.40	\$ 260.00	\$ 3.90	\$ 1,121.12	\$ 4.67
\$ 23,379.20	\$ 270.00	\$ 4.05	\$ 1,168.96	\$ 4.87
\$ 24,068.30	\$ 280.00	\$ 4.20	\$ 1,203.41	\$ 5.01
\$ 25,022.40	\$ 290.00	\$ 4.35	\$ 1,251.12	\$ 5.21
\$ 25,771.20	\$ 300.00	\$ 4.50	\$ 1,288.56	\$ 5.37
\$ 26,769.60	\$ 310.00	\$ 4.65	\$ 1,338.48	\$ 5.58
\$ 27,580.80	\$ 320.00	\$ 4.80	\$ 1,379.04	\$ 5.75
\$ 28,371.20	\$ 330.00	\$ 4.95	\$ 1,418.56	\$ 5.91
\$ 30,339.30	\$ 350.00	\$ 5.25	\$ 1,516.97	\$ 6.32
\$ 30,946.03	\$ 355.00	\$ 5.33	\$ 1,547.30	\$ 6.45
\$ 31,595.20	\$ 365.00	\$ 5.48	\$ 1,579.76	\$ 6.58
\$ 32,136.00	\$ 370.00	\$ 5.55	\$ 1,606.80	\$ 6.70
\$ 32,802.85	\$ 380.00	\$ 5.70	\$ 1,640.14	\$ 6.83
\$ 34,267.58	\$ 395.00	\$ 5.93	\$ 1,713.38	\$ 7.14
\$ 34,952.94	\$ 400.00	\$ 6.00	\$ 1,747.65	\$ 7.28
\$ 36,323.66	\$ 420.00	\$ 6.30	\$ 1,816.18	\$ 7.57
\$ 37,050.21	\$ 430.00	\$ 6.45	\$ 1,852.51	\$ 7.72
\$ 38,379.74	\$ 445.00	\$ 6.68	\$ 1,918.99	\$ 8.00
\$ 39,229.63	\$ 455.00	\$ 6.83	\$ 1,961.48	\$ 8.17
\$ 39,995.97	\$ 460.00	\$ 6.90	\$ 1,999.80	\$ 8.33
\$ 40,682.51	\$ 470.00	\$ 7.05	\$ 2,034.13	\$ 8.48
\$ 41,409.06	\$ 480.00	\$ 7.20	\$ 2,070.46	\$ 8.63
\$ 42,135.39	\$ 485.00	\$ 7.28	\$ 2,106.77	\$ 8.78
\$ 44,314.82	\$ 510.00	\$ 7.65	\$ 2,215.74	\$ 9.23
\$ 45,968.00	\$ 530.00	\$ 7.95	\$ 2,298.40	\$ 9.58
\$ 49,192.00	\$ 570.00	\$ 8.55	\$ 2,459.60	\$ 10.25
\$ 51,447.97	\$ 595.00	\$ 8.93	\$ 2,572.40	\$ 10.72
\$ 53,531.09	\$ 620.00	\$ 9.30	\$ 2,676.55	\$ 11.15
\$ 65,811.20	\$ 760.00	\$ 11.40	\$ 3,290.56	\$ 13.71
\$ 67,041.94	\$ 775.00	\$ 11.63	\$ 3,352.10	\$ 13.97
\$ 70,408.00	\$ 810.00	\$ 12.15	\$ 3,520.40	\$ 14.67
\$ 74,691.76	\$ 860.00	\$ 12.90	\$ 3,600.00	\$ 15.56
\$ 89,621.58	\$ 1,035.00	\$ 15.53	\$ 3,600.00	\$ 18.67

6



Travis County Commissioners Court Agenda Request

Meeting Date: 9-13-2011
Prepared By/Phone Number: Cindy Purinton,
 Benefit Administrator 854-9626
Elected/Appointed Official/Dept. Head: Leroy Nellis, PBO Director
 Diane Blankenship, HR Director
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following Employee Benefit Plan renewal items for 2012 plan year.

- A. UHC Administrative Rates for FY12
- B. Retiree contribution amounts for the >65 Retiree Pharmacy Only plan.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

A. United Healthcare has been the contracted Third Party Administrator for the County Employee Health Plan since 10-1-01. That means that they administer the County's three self funded plans and one pharmacy only plan, performing the following services for the County, including but not limited to:

- Claims processing
- Customer service (including an on-site UHC representative)
- Cobra Administration
- Retiree Billing
- Pharmacy Benefit Management (currently through Medco, soon to be Prescription Solutions effective Oct. 1, 2011) including rebate and formulary management.
- Nurseline, a 24/7 resource for employees and dependents.
- United Healthcare Vision Benefits (Spectera)
- Plan Reporting and expanded access to report system for County staff.
- Data Extracts and filing assistance for federal programs - RDS (Retiree Drug Subsidy) and ERRP (Early Retiree Reinsurance Program) that reimburse the County for certain retiree claim expenses.
- Personal Health Support and case management
- A new full disease management program at no cost. Includes programs for Diabetes, Coronary Artery Disease, and Congestive Heart Failure.
- Shared Savings program (an out of network facility discount program)
- United Behavioral Health UBH national service center model for handling Behavioral health and substance abuse claims.
- Providing Stop-loss reinsurance (separate contract)

B. Approve >65 retiree Pharmacy Only plan contribution amounts for FY12.

- \$37.00/mo for Retiree Only
 - \$74.00/mo for Retiree plus adult
 - \$228.00 County Monthly contribution for FY12
- (Note: these rates were not brought to Court with the other active and retiree contribution amounts.)

STAFF RECOMMENDATIONS:

A. Staff recommends renewal of UHC administration services and rates for FY12 at the rates shown on attachment 1.

Note: The Stop-loss agreement does not have any renewal options remaining and will be rebid, and brought back to the Court for review at that time.

B. Staff recommends approval of >65 retiree Pharmacy Only plan retiree contributions amounts.

ISSUES AND OPPORTUNITIES:

UHC has been an excellent Third Party Administrator for Travis County since 10-1-01. However during that time, of course, costs have increased, not only for claims but for administration costs as well. Staff negotiated with UHC on the administrative costs and were able to reduce the FY12 administrative fee by approximately 2%. While claims costs were higher than in previous years, the plan is within the projected FY11 budget.

HRMD did extensive employee education on Nurseline to increase utilization by employees going forward, in an effort to reduce emergency room costs. It has been shown that if an employee calls Nurseline before accessing care at an emergency room, in approximately 75% of the events, Nurseline can divert them to receive care in a less expensive setting, such as an urgent care or minor emergency center. This saves the employee approximately \$100 and saves the plan substantial claims dollars. We also used the recent employee meetings to educate employees on the positive financial benefits to them and the Plan of utilizing generic drugs whenever possible.

FISCAL IMPACT AND SOURCE OF FUNDING:

- A.** See attachment #1 for ratespage 3-6
Funding source for Administrative Rates is the Employee Health Plan Fund.
- B.** Funding source for Pharmacy Only Plan contributions is 100% paid by Medicare eligible retiree participants.

REQUIRED AUTHORIZATIONS:

**Human Resources Management
Human Resources Management
Planning and Budget Office
County Judge's Office
Commissioners Court**

**Dan Mansour
Diane Blankenship
Leroy Nellis
Cheryl Aker
Gillian Porter**

ATTACHMENT 1

UHC Administrative Rates for FY12 (blue shaded column)

UHC Service	FY09 Rates	FY10 Rates <i>changes in Red</i>	FY11 Rates <i>Changes in blue</i>	FY12 Rates <i>Changes in green</i>
Administration See below	38.89 2.8% increase	\$39.90 2.6% increase	40.50* 1.5% increase And increased care management programs	\$39.58 2 % decrease with a two yr admin rate guarantee FY13=39.58 FY14=41.16
Medicare Crossover fee	1.46	1.46	1.46	1.46
Medicare Rx Fee	2.36	2.10	2.10	2.10
Shared Savings	35% of savings	35% of savings	35% of savings	35% of savings
Facility R/C charge negotiation	30% of the amount of reductions obtained by UHC	30% of the amount of reductions obtained by UHC	30% of the amount of reductions obtained by UHC	30% of the amount of reductions obtained by UHC
Individual Stop-loss \$200,000 paid w TL including RX	37.07 pspm 14.9% increase ISL to \$175,000	\$41.86 12.9% increase ISL to \$175,000	46.02 9.9% increase ISL to \$200,000	In Bid process, will be brought back to Court
Aggregate Stop-loss agg factor includes 125% corridor	1.78 pspm 836.80	1.78 pspm agg factor increase to: \$888.79 6.3%	1.78 pspm Agg factor increase to \$995.13 12%	In Bid process, will be brought back to Court
ERRP reporting			\$13,000 per yr	\$13,000 per yr
Medicare Part D subsidy reporting	Included	included	Included	Included

- Administrative fee includes ½ of 1 full time onsite CSR salary (.60pspm.) Employee only vision and increased care management services. See page 5 for detailed listing.

**FY12 COBRA AND RETIREE DIRECT BILLING AMINISTRATIVE FEES
(NO INCREASES)**

Cobra/ Retiree billing-UHC Benefit Services	FY09	FY10	FY11	FY12
On going maintenance Fee (once a yr charge)	1155.00	1155.00	1155.00	Fee waived
Cobra continuant takeover charge (1 time chg per current continuant from previous Cobra Administration) (should not apply in our case as we haven't changed)	16.54	16.54	16.54	16.54
Ongoing Cobra Continuant per month charge	11.25	11.25	11.25	11.25
Outside carrier eligibility feeds and premium remittance –per carrier per month	41.21	41.21	41.21	41.21
Qualifying Event- fee per qualifying event	30.00	30.00	30.00	30.00
Cobra Initial Rights Notifications-per notice	4.46	4.46	4.46	4.46
Retro Cobra Initial Rights notices- per notice	4.46	4.46	4.46	4.46
TX State Continuation- per notice	11.00	11.00	0	0
Past Due notices to continuants -per notice	2.10	2.10	0	0
Direct Billing Services				
Retiree Billing-per retiree per month	7.35	7.35	7.35	7.35
Past Due notice- per notice	2.10	2.10	0	0
OPTIONAL SERVICES				
Employee notification Services				
HIPAA Initial rights notifications –per notice	4.25	4.25	6.25	6.25
Retro HIPAA Initial Rights Notifications –per notice	4.25	4.25	6.00	6.00
Post-COBRA HIPAA certificates of coverage on outside COBRA members – per certificate	6.25	6.25	Not indicated on renewal	Not indicated on renewal
HIPAA Privacy Notices- per notice	6.00	6.00	Not indicated on renewal	Not indicated on renewal
Women's Health Cancer Rights Act- per notice	3.25	3.25	Not indicated on renewal	Not indicated on renewal
Open Enrollment Services				
Partial Open Enrollment Service- per person Includes custom letter and plan change form	11.75	11.75	11.75	11.75
Full open enrollment Services- per person Same as partial Plus packaging and distribution of all related benefit materials and or informational documents as designated and provided by the client	23.50	23.50	23.50	23.50

UHC returns the 2% COBRA administrative fee that is charged to COBRA participants to the County.

UnitedHealthcare

ASO Administration Fee Components

Customer Name:	Travis County
Effective Date:	10/1/2011
Subscribers:	4786
Members:	8694
Average Contract Size:	1.82
Average Age/Gender Adjustment:	1.078858983

		Choice EPO Standard ASO Administration - Renewal	Co Insured EPO Standard ASO Administration - Renewal	Ch+ Standard ASO Administration - Renewal
Administration Fee Components				
Pharmacy Fee: .81 pspm	Changing PBM to RX Solutions	Included	Included	Included
UBH Fee: \$2.20 (was 3.05 saving .85)	National Service Center - PPO	Included	Included	Included
Optum Fees: \$1.00 pspm	Care 24	Not Included	Not Included	Not Included
	Nurseline	Included	Included	Included
	PS			
	PHS/TDS/HeNotes, including Diabetes, CAD, CHF	Included	Included	Included
Additional Options:				
	Conversion:	Not Included	Not Included	Not Included
	Claim Fiduciary:	Not Included	Not Included	Not Included
	H.S.A. Fee	N/A	N/A	N/A
	H.R.A. Fee	N/A	N/A	N/A
	Third Party Stop-loss Reporting	N/A	N/A	N/A
\$3.00 pspm	Spectera Fee	Included	Included	Included
	Medicare Part D Reporting	Included	Included	Included
½ of 1 full time onsite csr at .60 pspm	On Site customer service representative (CSR)	Included	Included	Included
	Approx # Subscribers Total	984	681	3,122
	Administration Fee Cost (PSPM)	\$39.58	\$39.58	\$39.58
Additional Services Included in our Administration Fee		Included in Quote Wellness Budget	NO	

Communications Budget	NO
Reporting Budget	NO
Data Extracts	YES: \$13600
Auditing Budget	NO
Cross Carrier Data Feeds	NO
Expanded eCR Reporting	YES: \$24675
Health Advisors	NO

The quote is based on the following assumptions. Changes to these assumptions may result in an adjustment to the rates or revocation of the quote. Please refer to the Financial Commentary for further assumptions.

- Rates are guaranteed for the contract period of 10/1/11 through 9/30/12.

Rates assume a multiple carrier offering scenario.

- Quote assumes 4786 subscribers 8694 members and an average contract size of 1.82. United Healthcare reserves the right to adjust the rates if the enrollment at issue varies by +/- 10% from the submitted census.

- Employer contributes a minimum of 75% toward the employee only costs and 50% toward the dependent costs.

- UnitedHealthcare reserves the right to adjust rates in the event of (i) any changes in federal, state or other applicable law or rules; (ii) changes in Plan design required by the applicable regulatory authority (e.g. mandated

benefits) or by the Plan Sponsor; (iii) any taxes, surcharges, assessments or similar charges being imposed by a governmental entity on the Plan or UnitedHealthcare; or, (iv) as otherwise permitted in our policy.

- 80% / 20% Rebate Share of Rx Rebates. Quote also assumes the United Rx National Network is used.

- Quote assumes the Advantage PDL is used and the Rx plan design is Open.

- Please refer to the ASO Medical Plan Exhibit for plan design overviews and the ASO Administration Fee Components exhibit for additional programs included in the administration fee.

- Packaged Savings does not apply.

- Quote does not include commissions.

- Administration fee includes 3 benefit plans and a maximum of 25 claim accounts.

- Quote includes Facility Discount Program (SS and FR&C). A % of network savings will be billed when a non-UHC network is accessed to obtain medical claim savings.

- A signed Administrative Service Agreement must be submitted prior to the effective date of our claim processing services. The effective date may be delayed if the Agreement is not signed.

- If the arrangement is terminated by the group during the implementation phase, implementation costs incurred by United Healthcare will be the responsibility of the group.

- UnitedHealthcare reserves the right to adjust the rates if an award is not made within 90 days of the issuance of this quotation.

- UnitedHealthcare will process run out claims for a period of six months after termination of the contract for an additional fee. The charge for processing run out claims is equal to the administration fee

At the time of cancellation, times the average number of subscribers for the three month period preceding cancellation times two.

**United Healthcare will only process run out claims if the customer is current with all premium and fee obligations.



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 2011

Prepared By/Phone Number: Roger Jefferies, County Exec., Justice and Public Safety

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Exec., Justice and Public Safety

Commissioners Court Sponsor: Sam Biscoe, Travis County Judge

AGENDA LANGUAGE:

RECEIVING BRIEFING ON ACTIVITIES OF THE AUSTIN/TRAVIS COUNTY HATE CRIMES TASK FORCE

A handwritten signature in black ink, appearing to be "S. Biscoe", is written over the text of the agenda item.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Austin/Travis County Hate Crimes Task Force was officially launched on December 15th, 2010. Conveners included Austin Anti-Defamation League, Austin City Council members Sheryl Cole, Laura Morrison, and Randi Shade as well as the Community Justice Council led by David Escamilla (Travis County Attorney) and Rosemary Lehmborg (Travis County District Attorney). More than 70 persons representing 40 different organizations/departments participated in that discussion and reached consensus to form a local Hate Crimes Task Force initiative. (See attached.)

STAFF RECOMMENDATIONS:

Staff recommends active participation by any elected or appointed officials and Travis County staff in the activities of the Austin/Travis County Hate Crimes Task Force.

ISSUES AND OPPORTUNITIES:

This is an opportunity to have input into a forum that fosters open dialogue about hate and discrimination and strengthens the bonds of our community

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

through prevention, response and restoration. The vision of the Task Force is a respectful community free of hate. (See attached.)

FISCAL IMPACT AND SOURCE OF FUNDING:

No fiscal impact anticipated.

REQUIRED AUTHORIZATIONS:

Rosemary Lehmberg, Travis County District Attorney
David Escamilla, Travis County Attorney
Karen Gross, Austin Anti-Defamation League

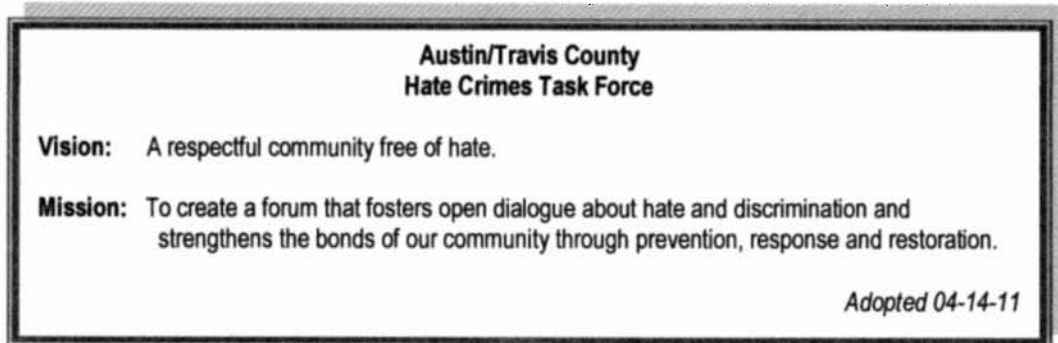
AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Cheryl Aker in the County Judge's office, Cheryl.Aker@co.travis.tx.us **by Tuesdays at 5:00 p.m.** for the next week's meeting.

Austin/Travis County Hate Crimes Task Force

History:

The Austin/Travis County Hate Crimes Task Force was officially launched on December 15th, 2010. Conveners included Austin Anti-Defamation League, Austin City Council members Sheryl Cole, Laura Morrison, and Randi Shade as well as the Community Justice Council led by David Escamilla (Travis County Attorney) and Rosemary Lehmsberg (Travis County District Attorney). More than 70 persons representing 40 different organizations/departments participated in that discussion and reached consensus to form a local Hate Crimes Task Force initiative. A Steering Committee was created of stakeholders to bring back recommendations regarding structure, work processes and scope of work. The Steering Committee brought their recommendations to the Task Force on April 14th, 2011 for endorsement. Work Groups are currently being formed to develop specific strategies to achieve the vision and mission of the initiative.

Vision/Mission Statement:



Structure and Work Processes:

Task Force:

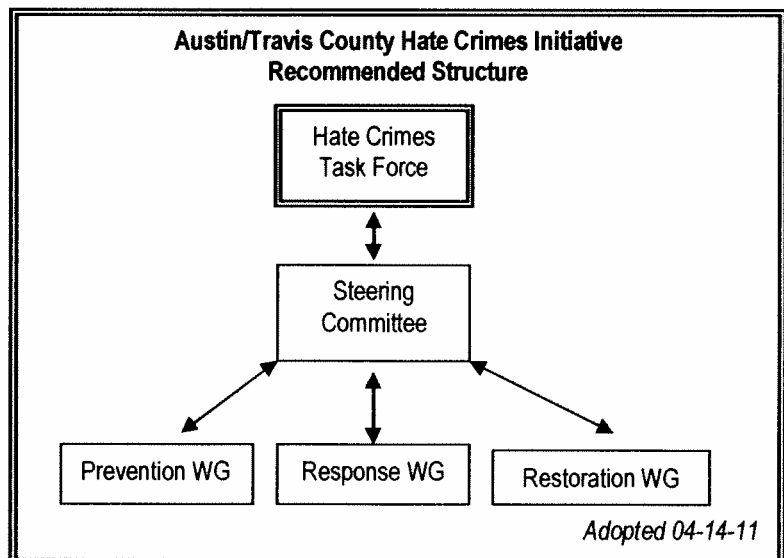
- Comprised of representatives (policy makers or designees) from each organization participating in the Initiative.
- Provides guidance for the project and reaches consensus on recommendations for the project.
- Will meet at least three times a year (and as needed): Jan, Sept and May.

Steering Committee:

- Comprised of members of the Task Force or their designee who have volunteered to participate.
- Provides day-to-day oversight of the project.
- Meets bi-monthly or as needed.

Work Groups:

- Identifies and prioritizes specific strategies and activities for each respective theme.
- Comprised of stakeholders who volunteer to participate (from Task Force or their organizations or any volunteer wanting to work on that item or issue).
- Meets monthly or more depending on their work plan/timeline.



**Austin/Travis County Hate Crimes Task Force
Work Groups:**

Prevention Work Group (before):
What can we do to prevent hate and bias-motivated incidents from occurring?

Response Work Group (during):
When a hate and bias-motivated incident has occurred, how do we immediately handle it?

Restoration Work Group (after):
How do we restore the individuals and the community when a hate or bias-motivated incident has occurred?

Links to More Information Regarding Hate Crimes:

- *Texas DPS 2009 Hate Crimes Report:* http://www.txdps.state.tx.us/administration/crime_records/pages/crimestatistics.htm
- *FBI 2009 Hate Crimes Report:* <http://www2.fbi.gov/ucr/hc2009/index.html>

**Austin/Travis County Hate Crimes Task Force
Work Groups:**

How can you get involved?

Join one of the work groups to help develop specific strategies that help us develop a respectful community that is free of hate!

Contact: Karen Gross Anti-Defamation League
kgross@adl.org 512-249-7960 or 512-799-0348



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 13, 2011
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve contract award for Records Storage Boxes, IFB No. B110194-CW, to the low bidder, Bracane Company.

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 records storage boxes for Travis County Records Management and Communication Resources.

IFB No. B110194-CW was issued on August 8, 2011. A total of forty three (43) vendors were solicited and five (5) bids were received. Travis County Records Management and Communication Resources recommends award to the low bidder, Bracane Company.

Ø **Contract Expenditures:** Within the last twelve (12) months \$19,671.25 has been spent against this contract/requirement.

Ø **Contract-Related Information:**

Award Amount: Estimated Quantity-as need requirements

Contract Type: Annual

Contract Period: October 1, 2011 through September 30, 2011

Ø **Solicitation-Related Information:**

Solicitations Sent:	43	Responses Received:	12
HUB Information:	Yes	% HUB Subcontractor:	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 by Tuesdays at 5:00 p.m. for the next week's meeting.

Ø **Funding Information:**

- Purchase Requisition in H.T.E.: N/A
- Funding Account(s): 057-5770-536-3001
- Comments: Requisitions are processed at time of 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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.

Fiscal Year 2011

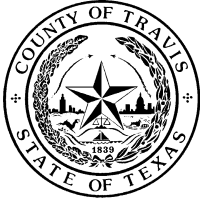
Account Balance Inquiry

Account number : 57-5770-536.30-01
Fund : 057 COUNTY CLERK ARCHIVAL FND
Department : 57 RECORDS MANG & COMM RESRC
Division : 70 RECORDS/CONSULTING
Activity basic : 53 GENERAL GOVERNMENT
Sub activity : 6 RECORDS MANG & COMM RESRC
Element : 30 OPERATG SUPPLIES, RP&E, NC
Object : 01 OFFICE EQUIP, FURN, & SUPP

Original budget : 17,150

Actual expenditures - current . . . : .00
Actual expenditures - ytd : 17,139.99
Unposted expenditures : .00
Encumbered amount : .00
Unposted encumbrances : .00
Pre-encumbrance amount : .00
Total expenditures & encumbrances: 17,139.99 99.9%
Unencumbered balance : 10.01 0.1

F5=Encumbrances F7=Project data F8=Misc inquiry
F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys



TRAVIS COUNTY

RECORDS MANAGEMENT & COMMUNICATION RESOURCES

314 West 11th Street , Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

MEMORANDUM

TO: C.W. Bruner, Purchasing Agent Assistant II, CTP

FROM: Tom Ashburn, Support Services Manager

DATE: August 29, 2011

SUBJECT: **Recommendation for Award, # B110194-CW RECORDS STORAGE BOXES**

RMCR has reviewed the bids and recommends award to the low bidder, Bracane Company. The funding for this procurement is budgeted in line item 057-5770-536-3001. The commodity/sub-commodity code associated with this procurement is 615/037. Thank you for your assistance in this matter.

C.W. Bruner - Re: Review of Bid Tabulation Packet for Solicitation Bid # B110194-CW RECORDS STORAGE BOXES

From: Tom Ashburn
To: C.W. Bruner; Cathy Dawkins
Date: 8/29/2011 3:40 PM
Subject: Re: Review of Bid Tabulation Packet for Solicitation Bid # B110194-CW RECORDS STORAGE BOXES
CC: Robert Duke
Attachments: Bid_award_boxes.doc

CW,

I discussed this with Robert Duke, and unless we're missing something, we recommend proceeding with the low bidder, Bracane Company. A memo to that effect is attached.

Thanks,

TA

>>> C.W. Bruner 8/29/2011 11:35 AM >>>
Good morning Tom,

Please find attached bid tabulation packet for Records Storage Boxes for the solicitation that closed today. We request your review of the bid tabulation packet and request your recommendation for award. Please keep in mind the current contract expires on September 30, 2011. Please have your recommendation to the Purchasing office as soon as possible in order for us to ensure service is not disrupted.

Any questions you have concerning this matter may be directed to C.W. Bruner at 854-9760.

Thanks,

CW Bruner

Purchasing Agent Assistant II, CTP
Travis County / Purchasing Department
700 Lavaca Street, 8th Floor
Austin, TX 78701
Office: (512) 854-9760
Personal Fax: (512) 854-4211
Main Fax: (512) 854-9185
C.W.Bruner@co.travis.tx.us

	Kraft Pre-Consumer Recycled Content Percent [Nom]: 0 % Post-Consumer Recycled Content Percent [Nom]: 100 % Total Recycled Content Percent [Nom]: 100 % Carton Weight: 6 Item Weight: 6.1 Carton Pack Quantity: 4 Package Includes: Includes four storage boxes. Country of Origin: US**
--	---

B110194-CW--01-02 LIDS					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
3MB Interior Plus [Ad]	First Offer - \$0.00	11000 / each	\$0.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes: Lids include in Box price			
tharco container	First Offer - \$0.26	11000 / each	\$2,860.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
Bracane Company	First Offer - \$0.40	11000 / each	\$4,400.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			
The Paige Company	First Offer - \$0.43	11000 / each	\$4,730.00		Y
Product Code:		Supplier Product Code: 425C			
Agency Notes:		Supplier Notes: 2 to 3 inch lid that fits perfectly on the bottom box above			
The Educational Outback	First Offer - \$0.44	11000 / each	\$4,840.00		Y
Product Code:		Supplier Product Code:			
Agency Notes:		Supplier Notes:			

Supplier Totals

Bracane Company		\$10,230.00 (2/2 items)
Bid Contact	Pamela Nelson mmohair@bracaneco.com Ph 972-727-5471 Fax 972-727-6239	Address 2300 McDermott #200-142 Plano, TX 75025
Qualifications	HUB MBE WBE	
Agency Notes:	Supplier Notes:	
tharco container		\$10,846.00 (2/2 items)
Bid Contact	chris andrews candrews@tharco.com	Address 150 precision dr Buda, TX 78610

Ph 512-312-1222

Agency Notes:**Supplier Notes:****The Paige Company****\$18,920.00 (2/2 items)**

Bid Contact **Tanya Lee**
tlee@paigecompany.com
Ph 800-223-1901
Fax 201-461-2677

Address **400 Kelby Street**
Fort Lee, NJ 07024

Bid Notes **I would like to send a sample of this item to compare to the other items available. This is a premium box and saves on labor time when setting up the box. Please contact me for a sample. Thank you!**

Agency Notes:**Supplier Notes:**

I would like to send a sample of this item to compare to the other items available. This is a premium box and saves on labor time when setting up the box. Please contact me for a sample. Thank you!

3MB Interior Plus [Ad]**\$38,500.00 (2/2 items)**

Bid Contact **Bernadette Blair**
bernadette@bbblair.com
Ph 281-302-5353
Fax 713-456-2311

Address **14090 Southwest Freeway STE 300**
Sugar Land, TX 77478

Agency Notes:**Supplier Notes:****The Educational Outback****\$48,840.00 (2/2 items)**

Bid Contact **Reba Coutermarsh**
educationaloutback@yahoo.com
Ph 907-374-6818

Address **360 Old Chena Pump Road**
Fairbanks, AK 99709

Qualifications **DBE MBE SB WBE**

Agency Notes:**Supplier Notes:**

**



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 2011

Prepared By/Phone Number: Loren Breland, 854-4854

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract awards for Janitorial Services, various locations, IFB #B110262-LD, to the low bidders.

A. K B Contract Cleaners, Groups A, B, C, D, E

B. International Building Services, Group F

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.

These contracts will provide janitorial services at various County locations.

Bid #B110262-LD was issued through on 8/9/11 and 10 bids were received on 8/29/11. The award recommendation is to award to the lowest bidders for the respective bid groups. K B Contract Cleaners, Groups A, B, C, D, E. International Building Services, Group F. Note that Members Building Maintenance withdrew their bid for Group F due to an error in the price entered in their bid for Group F.

Ø **Contract Expenditures:** Within the last 12 months \$61,543.75 has been spent against this requirement.

Ø **Contract-Related Information:**

Award Amount: K B Contract Cleaners - \$48,994.00

International Building Services - \$12,488.00

Contract Type: Annual Contract

Contract Period: October 5, 2011 – October 4, 2012

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

Ø **Solicitation-Related Information:**

Solicitations Sent:	65	Responses Received:	10
HUB Information:		% HUB Subcontractor:	

Ø **Special Contract Considerations:**

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

Ø **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-1403-525-6099
- Comments: Contracts to be funded from FY12 budget.



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: SVCOT- 10-11F-XM

File: 801

TO: Cyd Grimes, C.P.M., Purchasing Agent

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

FROM: Rony Aouad, Service Contract Manager

DATE: September 2, 2011

Roger El Khoury
Rony Aouad

SUBJECT: Janitorial Services Contract – Various Locations
Contracts Award of IFB110262-LD

Facilities Management Department (FMD) has completed the review of the ten bids received for Janitorial Services – Various Locations. The apparent lowest qualified bidder in Groups A,B,C,D and E is K-B Contract Cleaning and the apparent lowest qualified bidder for Group F is International Building Services, (IBS).

K-B Contract Cleaning and International Building Services (IBS) are both existing Travis County Contractors and have provided acceptable services. Facilities Management Department recommendations for award are as follows:

<u>Group</u>	<u>Location</u>	<u>Vendor</u>	<u>Annual Amount</u>
A	SRCC & Clinic –S. Wellness	KB	\$12,735.00
B	ERCC, Library & Clinic	KB	\$11,380.00
C	Housing	KB	\$3,761.00
D	Starflight	KB	\$7,723.00
E	West Command	KB	\$13,395.00
F	East Command	IBS	\$12,488.00

Funding for this contract is included in the FY12 preliminary budget in line item 001-1403-525-6099. A requisition will be entered once the FY12 budget is available in HTE. Please direct any questions on this recommendation to Rony Aouad at extension 44781. Your assistance in this request is greatly appreciated.

ATTACHMENT:
Bid Tabulation

COPY TO:

John F. Carr, Administrative Director, FMD
Lloyd Evans, Maintenance Division Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Loren Breland, Purchasing Agent Assistant, Purchasing

B110262-LD BID TAB SUMMARY	AFS	CheckMark	KB	Villeda	OJS	IBS	ISS	USMed	SVC MSTR	Members
GROUP A TOTAL	19059.00	15823.00	12735.00	15900.12	16750.25	15258.00	21914.00	19776.62	20614.00	30901.00
GROUP B TOTAL	24565.00	13510.00	11380.00	14209.52	14769.50	13096.00	17734.66	14842.36	17436.00	22254.00
GROUP C TOTAL	8175.00	4075.00	3761.00	4284.68	4391.75	4488.00	4560.08	5600.50	5568.00	4489.00
GROUP D TOTAL	8575.00	7907.00	7723.00	7764.04	8146.75	7828.00	8253.70	9127.14	10068.00	8285.00
GROUP E TOTAL	21450.00	15673.00	13395.00	16160.48	16586.75	16168.00	20674.02	16836.40	19018.00	24465.00
GROUP F TOTAL	160350.00	13075.00	12627.00	13554.28	13706.75	12488.00	22941.88	15334.58	15728.00	0.00

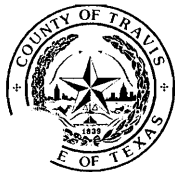
Loren Breland

From: Harvey Burger <harvey@membersltd.com>
To: "loren.breland@co.travis.tx.us" <loren.breland@co.travis.tx.us>
Date: 9/1/2011 2:13 PM

I need to withdraw my bid (Member's Building Maintenance Ltd.) due to entering the wrong amount for East Sheriff and Warehouse monthly cleaning

Thank You,

Harvey Burger
Vice President
Member's Building Maintenance Ltd.
214-808-3295 Cell
972-241-8131 Office
972-241-7691 Fax



Travis County Commissioners Court Agenda Request

Meeting Date: 9/13/11

Prepared By/Phone Number: Steve Manilla Phone #: 8549429

Division Director/Manager: Steven M. Manilla, P.E., County Executive, TNR

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

Sponsoring Court Member: County Judge Sam Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on the following:

A) An authorization for TNR to begin submitting agenda requests to use \$10.3 million of 2001 Bond Proposition 1 project savings for current and new unfunded projects that meet the related bond issuance statements (funds 460, 465, 468, 471, 508 and 512) legal requirements; and

B) Consider and take appropriate action on termination of the 2001 Bond FM 973 Pedestrian Way project.

BACKGROUND/SUMMARY OF REQUEST:

In November 2001, an election was held and voters authorized the issuance of up to \$57,430,000 of bond debt for the construction, maintenance, and operation of macadamized, graveled or paved roads/turnpikes and related road drainage and bridge replacements/improvements. A total of \$55,240,000 was issued for the 27 approved projects. As of August 2011, \$44,868,790 of the \$55,240,000 has been spent/obligated, leaving a savings of just over \$10.3 million. The table below highlights the 2001 Bond Proposition 1 amounts by Precinct.

Precinct	Authorized Amt	Spent Amt	Savings Amt
1	\$13,245,000	\$10,259,075	\$2,985,925
2	\$27,700,000	\$22,847,109	\$4,852,891
3	\$ 4,420,000	\$ 2,407,511	\$2,012,489
4	\$ 9,875,000	\$ 9,355,095	\$ 519,905
Totals	\$55,240,000	\$44,868,790	\$10,371,210

Twenty-five (25) of the twenty-seven (27) projects that were authorized in section 5(a) of the 2001 bond order have been substantially completed. The other two projects, Flint Rock Road (Pct. 3) and FM 973 Pedestrian Way (Pct. 4), will not be done. The Flint Rock (Serene Hills) Road project was terminated by the Court in FY 2002 due to lack of public support and \$2.190 million for that project was not issued. Bonds (\$130,000) for the FM 973 project were issued. However, that project will not be done because the expected Federal funding needed to construct it was not received. TNR is requesting that the FM 973 Pedestrian project be terminated because no additional funding options could be identified and this project has been realigned and is now part of the Onion Creek trail project.

Section 5(a) of the 2001 Bond Order gives the Commissioners Court the right to use any surplus bond authorization remaining upon completion of all that sections listed projects for any other Travis County road, road drainage or road bridge project. Based on this, TNR is requesting that the Commissioners Court provide authorization to begin using the \$10.3 million of 2001 Bond Proposition 1 savings on current and new applicable road, drainage and bridge projects that do not currently have a funding source.

A detailed summary of the 2001 bond projects and a copy of the 2001 bond order are attached.

STAFF RECOMMENDATIONS:

TNR recommends approval of this request with the understanding that further approvals by the Commissioners Court, the Planning and Budget Office and Bond Counsel will be required as allowable projects that are eligible for funding through these savings are identified.

TNR further recommends that the Court approve terminating the FM 973 Pedestrian Way project since there is no foreseeable funding opportunity for that project and it has been realigned and is now part of the Onion Creek Open Space project.

ISSUES AND OPPORTUNITIES:

Approval of this request will allow Travis County to move forward with completion and closure of the 2001 bond program as well as the close out of several road bond funds that have been active since FY 2002.

FISCAL IMPACT AND SOURCE OF FUNDING:

The use of these savings for eligible current and future projects will reduce future funding needs for capital road, bridge and drainage projects by \$10.3 million.

ATTACHMENTS/EXHIBITS:

2001 Bond Program Project Status Report

2001 Bond Proposition 1 Project Savings Report

Copy of the 2001 Bond Order

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Hannah York		Auditor's Office	854-9125
John Hille		County Attorney's Office	
Jessica Rio		PBO	854-4455
Glenn Opel		Travis County Bond Counsel	

CC:

Steve Sun, P.E.	Engineering Division Manager	TNR	854-4660
Brunilda Cruz	Financial Analyst	TNR	854-7679
Donna Williams-Jones	Financial Analyst, SR	TNR	854-7677

: :
3101 - Public Works/CIP -

Travis County 2001 Bond Project Status Report (as of August 2011)

Projects Highlighted in Green are not Closed

Bond Order Reference Info	Project Name	Precinct	Prop No.	Total Estimated Project Costs	Staffing Estimate	Issuance Estimate	Total Estimated Costs	Spent / Obligated To Date	Amount Estimate Remaining	Status / Upcoming Actions
Sec 5 (a) Pct 1	Howard Lane I (IH35 to Scofield Ridge Pkwy)	1	1	\$ 2,405,000	\$ 265,896	\$ 9,220	\$ 2,680,116	\$ 3,272,354	\$ (592,238)	Construction complete
Sec 5 (a) Pct 1	Blake Manor Road	1	1	\$ 3,770,000	\$ 416,809	\$ 14,372	\$ 4,201,181	\$ 2,953,883	\$ 1,247,298	Construction complete
Sec 5 (a) Pct 1	Kennedy Ridge Drainage	1	1	\$ 2,000,000	\$ 221,119	\$ 7,691	\$ 2,228,810	\$ 2,110,863	\$ 117,947	Construction complete
Sec 5 (a) Pct 1	Old Manor Bridge #113	1	1	\$ 1,670,000	\$ 184,634	\$ 6,446	\$ 1,861,080	\$ 150,584	\$ 1,710,496	Construction complete
Sec 5 (a) Pct 1	Dunlap Road Bridge #168	1	1	\$ 430,000	\$ 47,541	\$ 1,766	\$ 479,307	\$ 325,491	\$ 153,816	Construction complete
Sec 5 (a) Pct 1	Old Hwy (Littig) Bridge #151	1	1	\$ 420,000	\$ 46,435	\$ 1,728	\$ 468,163	\$ 410,545	\$ 57,618	Construction complete
Sec 5 (a) Pct 1	Old Hwy (Littig) Bridge #152	1	1	\$ 470,000	\$ 51,963	\$ 1,917	\$ 523,880	\$ 426,811	\$ 97,069	Construction complete
Sec 5 (a) Pct 1	Manor Road Bridge #112	1	1	\$ 720,000	\$ 79,603	\$ 2,860	\$ 802,463	\$ 608,544	\$ 193,919	Construction complete
Sec 5 (a) Pct 1 Total				\$ 11,885,000	\$ 1,314,000	\$ 46,000	\$ 13,245,000	\$ 10,259,075	\$ 2,985,925	
Sec 5 (a) Pct 2	Anderson Mill (Spicewood Pkwy to 620)	2	1	\$ 6,390,000	\$ 336,559	\$ 24,152	\$ 6,750,711	\$ 6,572,163	\$ 178,548	Construction complete
Sec 5 (a) Pct 2	Anderson Mill (FM2769 to Cypress Creek)	2	1	\$ 2,260,000	\$ 119,034	\$ 8,387	\$ 2,387,421	\$ 2,292,676	\$ 94,745	Construction complete
Sec 5 (a) Pct 2	Anderson Mill (RM620 to Cedar Park City Limit)	2	1	\$ 1,860,000	\$ 97,966	\$ 6,877	\$ 1,964,843	\$ 292,859	\$ 1,671,984	\$240,000 provided to TxDot for ROW. Balance can be reallocated since the agreement with TX DoT was for a fixed amount
Sec 5 (a) Pct 2	Anderson Mill (Cypress Creek to FM 1431)	2	1	\$ 2,000,000	\$ 105,339	\$ 7,406	\$ 2,112,745	\$ 1,779,830	\$ 332,915	Construction complete
Sec 5 (a) Pct 2	Grand Ave. Pkwy	2	1	\$ 6,380,000	\$ 336,033	\$ 24,397	\$ 6,740,430	\$ 5,389,287	\$ 1,351,143	Construction complete
Sec 5 (a) Pct 2	Heatherwilde Blvd/Wells Branch Pkwy	2	1	\$ 5,190,000	\$ 273,356	\$ 19,698	\$ 5,483,054	\$ 4,617,348	\$ 865,706	Construction complete
Sec 5 (a) Pct 2	Wells Branch Pkwy (Immanuel Rd. to NE Metro Park)	2	1	\$ 1,470,000	\$ 77,424	\$ 5,562	\$ 1,552,986	\$ 1,259,157	\$ 293,829	Construction complete
Sec 5 (a) Pct 2	Pflugerville Road East aka Pecan Street	2	1	\$ 670,000	\$ 35,289	\$ 2,522	\$ 707,811	\$ 643,790	\$ 64,021	Construction complete.
Sec 5 (a) Pct 2 Total				\$ 26,220,000	\$ 1,381,000	\$ 99,000	\$ 27,700,000	\$ 22,847,109	\$ 4,852,891	
Sec 5 (a) Pct 3	Flint Rock Road (Serene Hills)	3	1	\$ 50,000	\$ 386,619	\$ 8,135	\$ 444,754	\$ 239,081	\$ 205,673	Project terminated, replaced funding with COs and assigned to Highland Blvd
Sec 5 (a) Pct 3	Travis Cook Road	3	1	\$ 1,120,000	\$ 193,310	\$ 3,995	\$ 1,317,305	\$ 733,126	\$ 584,179	Construction complete
Sec 5 (a) Pct 3	Westbank Drive	3	1	\$ 960,000	\$ 165,694	\$ 3,392	\$ 1,129,086	\$ 372,543	\$ 756,543	Construction complete
Sec 5 (a) Pct 3	Hudson Bend Road	3	1	\$ 380,000	\$ 65,587	\$ 1,291	\$ 446,878	\$ 379,705	\$ 67,173	Construction complete
Sec 5 (a) Pct 3	General Williamson Drive	3	1	\$ 240,000	\$ 41,423	\$ 763	\$ 282,186	\$ 146,301	\$ 135,885	Construction complete
Sec 5 (a) Pct 3	Cedar Valley/Fitzhugh Road Bridge #313	3	1	\$ 680,000	\$ 117,367	\$ 2,424	\$ 799,791	\$ 536,755	\$ 263,036	Construction complete
Sec 5 (a) Pct 3 Total				\$ 3,430,000	\$ 970,000	\$ 20,000	\$ 4,420,000	\$ 2,407,511	\$ 2,012,489	
Sec 5 (a) Pct 4	Mckinney Falls Pkwy	4	1	\$ 3,860,000	\$ 239,557	\$ 14,575	\$ 4,114,132	\$ 5,330,585	\$ (1,216,453)	Construction complete
Sec 5 (a) Pct 4	Elroy Road	4	1	\$ 3,960,000	\$ 245,764	\$ 14,952	\$ 4,220,716	\$ 2,997,811	\$ 1,222,905	Construction complete.
Sec 5 (a) Pct 4	Mckinney Falls Pedestrian Way	4	1	\$ 65,000	\$ 4,034	\$ 252	\$ 69,286	\$ 117,143	\$ (47,857)	Transportation Enhancement Program Grant received to cover project costs. Design being reviewed/revise to meet federal requirements.
Sec 5 (a) Pct 4	FM 973 Pedestrian Way	4	1	\$ 130,000	\$ 8,068	\$ 497	\$ 138,565	\$ 4,278	\$ 134,287	Project suspended, incomplete funding Comm. Court needs to officially terminate project
Sec 5 (a) Pct 4	Perkins/Mozelle Drainage	4	1	\$ 1,250,000	\$ 77,577	\$ 4,724	\$ 1,332,301	\$ 905,276	\$ 427,025	Construction complete
Sec 5 (a) Pct 4 Total				\$ 9,265,000	\$ 575,000	\$ 35,000	\$ 9,875,000	\$ 9,355,094	\$ 519,906	
Subtotal Prop 1				\$ 50,800,000	\$ 4,240,000	\$ 200,000	\$ 55,240,000	\$ 44,868,790	\$ 10,371,210	TNR is requesting approval to start using these savings
Sec 5 (b) Pct 1	East Metro Park, Phase I	1	2	\$ 9,200,000	\$ 810,350	\$ 39,650	\$ 10,050,000	\$ 10,039,791	\$ 10,209	Construction complete
Sec 5 (b) Pct 1 Total				\$ 9,200,000	\$ 810,350	\$ 39,650	\$ 10,050,000	\$ 10,039,791	\$ 10,209	
Sec 5 (b) Pct 2	Northeast Metro Park, Phase II	2	2	\$ 6,000,000	\$ 590,800	\$ 19,200	\$ 6,610,000	\$ 6,126,173	\$ 483,827	Construction complete
Sec 5 (b) Pct 2 Total				\$ 6,000,000	\$ 590,800	\$ 19,200	\$ 6,610,000	\$ 6,126,173	\$ 483,827	
Sec 5 (b) Pct 3	SW Metro Park, Phase I	3	2	\$ 7,180,000	\$ 386,000	\$ 34,000	\$ 7,600,000	\$ 7,205,395	\$ 394,605	Construction 75% complete
Sec 5 (b) Pct 3 Total				\$ 7,180,000	\$ 386,000	\$ 34,000	\$ 7,600,000	\$ 7,205,395	\$ 394,605	
Sec 5 (b) Pct 4	Southeast Metro Park Ph III	4	2	\$ 3,800,000	\$ 322,850	\$ 17,150	\$ 4,140,000	\$ 3,669,816	\$ 470,184	Construction complete. Remainder to be used on Confluence Trail
Sec 5 (b) Pct 4 Total				\$ 3,800,000	\$ 322,850	\$ 17,150	\$ 4,140,000	\$ 3,669,816	\$ 470,184	
Sec 5 (c)	SH 45 North	N/A	2	\$ 31,900,000	\$ -	\$ 100,000	\$ 32,000,000	\$ 13,992,568	\$ 18,007,432	Project Complete
Sec 5 (c)	FM 1826	N/A	2	\$ 700,000	\$ -	\$ 25,000	\$ 725,000	\$ -	\$ 725,000	Awaiting request from TNR to TxDot requesting MO rescission.
Sec 5 (c) Total				\$ 32,600,000	\$ -	\$ 125,000	\$ 32,725,000	\$ 13,992,568	\$ 18,732,432	
Sec 5 (d)	SH 130	N/A	2	\$ 66,000,000	\$ -	\$ 200,000	\$ 66,200,000	\$ 66,200,000	\$ -	Project Complete
Sec 5 (d) Total				\$ 66,000,000	\$ -	\$ 200,000	\$ 66,200,000	\$ 66,200,000	\$ -	
Grand Total				\$ 175,580,000	\$ 6,350,000	\$ 635,000	\$ 182,565,000	\$ 152,102,533	\$ 30,462,467	
					Unissued Funds-Flint Rock, used COs in lieu of		\$ 2,190,000			
					Unissued Funds-East Metro, used old 84 Park Bonds in lieu of		\$ 200,000			
							\$ 184,955,000			

TRAVIS COUNTY - TNR
SUMMARY OF 2001 BOND PROGRAM SAVINGS (for road & bridge projects)
S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\BOND SAVING REPORTS\FY 2011 Reports\2001 Bond Savings Jun2011.xls\2001 Bond Program Savings

Project	Pct	Program	Surplus Amount	On Hold Pending Project Completion	Notes
Littig Road Bridge #151	1	2001	\$ 32,858	\$ -	Court to determine project allocation
Littig Road Bridge #152	1	2001	\$ 69,360	\$ -	Court to determine project allocation
Old Manor Bridge #112	1	2001	\$ 151,465	\$ -	Confirming all ROW is done & TX DoT Construction Complete
Old Manor Bridge #113	1	2001	\$ 1,612,012	\$ -	Confirming all ROW is done & TX DoT Construction Complete
Dunlap Bridge #168	1	2001	\$ 128,466	\$ -	Court to determine project allocation
Blake Manor Rd	1	2001	\$ 290,886	\$ -	Court to determine project allocation
Admin Savings Prop 1	1	2001	\$ 700,878	\$ -	Court to determine project allocation
		Subtotal	\$ 2,985,925	\$ -	
Anderson Mill Rd Spicewood to RM 620	2	2001	\$ -	\$ -	Court to determine project allocation
Anderson Mill Rd City Limit/Cypress Creek	2	2001	\$ 31,585	\$ -	Court to determine project allocation
Anderson Mill Rd Cypress to FM1431	2	2001	\$ 277,020	\$ -	Court to determine project allocation
Anderson Mill Rd RM 620 to Cedar Park City Limit	2	2001	\$ 1,620,000	\$ -	Funds Transferred to TX DoT, Court can determine project allocation since TX DoT agreement was for a fixed amount
Heatherwilde/Wells Branch Pkwy	2	2001	\$ 720,695	\$ -	Court to determine project allocation
Wells Branch Pkwy	2	2001	\$ 252,755	\$ -	Phase I of construction complete
Pflugerville Rd East Design	2	2001	\$ 45,299	\$ -	
Grand Ave. Pkwy	2	2001	\$ 1,172,897	\$ -	Court to determine project allocation
Admin Savings Prop 1	2	2001	\$ 732,639	\$ -	Court to determine project allocation
		Subtotal	\$ 4,852,890	\$ -	
Hudson Bend	3	2001	\$ 32,110	\$ -	Court to determine project allocation
Westbank Drive	3	2001	\$ 667,974	\$ -	Court to determine project allocation
Flint Rock/Serene Hills	3	2001	\$ -	\$ -	Court to determine project allocation
Travis Cook (Barton Creek)	3	2001	\$ 480,852	\$ -	Court to determine project allocation
General Williams	3	2001	\$ 113,737	\$ -	Court to determine project allocation
Cedar Valley Fitzhugh	3	2001	\$ 200,302	\$ -	Court to determine project allocation
Admin Savings Prop 1	3	2001	\$ 517,515	\$ -	Court to determine project allocation
		Subtotal	\$ 2,012,489	\$ -	
Perkins/Mozelle Drainage	4	2001	\$ 217,215	\$ -	Court to determine project allocation, Court approved applying savings as needed to McKinney Falls Pkwy Project, and remaining design for McKinney Falls Pedestrian Way
Elroy Road	4	2001	\$ 100,276	\$ -	Construction substantially complete, Court can determine project allocation once fully complete and under warranty, Court approved applying portion of savings to McKinney Falls Pkwy Project
FM 973 Pedestrian Way	4	2001	\$ 130,000	\$ -	Project suspended, incomplete funding, Court needs to terminate project since will not be done
Admin Savings Prop 1	4	2001	\$ 72,415	\$ -	Court to determine project allocation, Court approved applying savings to McKinney Falls Pkwy Project
		Subtotal	\$ 519,906	\$ -	519,906
Overall Total			\$ 10,371,210	\$ -	10,371,210

VS 1009-01 #A.1
10/12/01

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy:
M. Velasquez

OCT 24 2001

FILED FOR RECORD

**AMENDED AND RESTATED
ORDER CALLING BOND ELECTION**

2001 OCT 24 AM 10:27

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

WHEREAS, on September 4, 2001, the Commissioners Court (the "Commissioners Court") of Travis County, Texas (the "County"), adopted an Order Calling Bond Election (the "Original Order") authorizing an election to be held in the County on November 6, 2001 for the purpose of ascertaining whether the Commissioners Court shall be authorized to issue bonds of the County for various purposes stated in the Original Order; and

WHEREAS, the Commissioners Court wishes to adopt this Amended and Restated Order Calling Bond Election to modify the purposes for which bonds will be voted on at the November 6, 2001 election; and

WHEREAS, the Commissioners Court wishes to proceed with the ordering of such election:

THEREFORE, BE IT ORDERED, ADJUDGED AND DECREED BY THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

Section 1. All of the facts recited in the preamble hereof are hereby found and determined to be true and correct.

Section 2. An election shall be held in the County on the 6th day of November, 2001, which is not less than fifteen (15) days nor more than ninety (90) days from the date hereof, in which all resident, qualified electors of the County shall be entitled to vote. The polls shall be open for voting at such election from 7:00 a.m. to 7:00 p.m. at the regular County designated polling places in each of the precincts, as identified in Exhibit A hereto, which have been heretofore established and described by natural or artificial boundaries or survey lines by an order adopted by the Commissioners Court and on file in its minutes, and the election shall be conducted at each polling place, respectively, by the officers appointed by separate order of the Commissioners Court.

Section 3. At the election, the following PROPOSITIONS shall be submitted in accordance with law:

BOND PROPOSITION NO. 1

SHALL THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, BE AUTHORIZED UNDER ARTICLE III, SECTION 52, OF THE TEXAS CONSTITUTION TO ISSUE AND SELL, AT ANY PRICE OR PRICES AND IN ONE OR MORE SERIES OR ISSUES, THE BONDS OF THE COUNTY IN THE AMOUNT OF \$57,430,000 MATURING SERIALY OR OTHERWISE WITHIN 30 YEARS FROM THEIR DATE OR DATES, AND BEARING INTEREST AT SUCH RATE OR RATES, NOT TO EXCEED THE MAXIMUM INTEREST RATE NOW OR HEREAFTER AUTHORIZED BY LAW, AS SHALL BE DETERMINED WITHIN THE DISCRETION OF THE COMMISSIONERS COURT AT THE TIME OF ISSUANCE, FOR THE

PURPOSE OF THE CONSTRUCTION, MAINTENANCE AND OPERATION OF MACADAMIZED, GRAVELED OR PAVED ROADS AND TURNPIKES, OR IN AID THEREOF, INCLUDING, WITHOUT LIMITATION, RELATED ROAD DRAINAGE AND REPLACEMENT AND IMPROVEMENT OF ROAD BRIDGES, AND TO LEVY TAXES, WITHOUT LIMIT AS TO RATE OR AMOUNT, UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY ANNUALLY SUFFICIENT TO PAY THE INTEREST ON THE BONDS AS IT ACCRUES AND TO CREATE A SINKING FUND TO PAY THE PRINCIPAL OF THE BONDS AS IT MATURES?

BOND PROPOSITION NO. 2

SHALL THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, BE AUTHORIZED TO ISSUE AND SELL, AT ANY PRICE OR PRICES AND IN ONE OR MORE SERIES OR ISSUES, THE BONDS OF THE COUNTY IN THE AMOUNT OF \$28,600,000 MATURING SERIALLY OR OTHERWISE WITHIN 40 YEARS FROM THEIR DATE OR DATES, AND BEARING INTEREST AT SUCH RATE OR RATES, NOT TO EXCEED THE MAXIMUM INTEREST RATE NOW OR HEREAFTER AUTHORIZED BY LAW, AS SHALL BE DETERMINED WITHIN THE DISCRETION OF THE COMMISSIONERS COURT AT THE TIME OF ISSUANCE, FOR THE PURPOSE OF CONSTRUCTING AND IMPROVING COUNTY PARKS AND THE ACQUISITION OF LAND AND INTERESTS IN LAND IN CONNECTION THEREWITH, AND TO LEVY TAXES, WITHIN THE LIMITS PRESCRIBED BY LAW, UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY ANNUALLY SUFFICIENT TO PAY THE INTEREST ON THE BONDS AS IT ACCRUES AND TO CREATE A SINKING FUND TO PAY THE PRINCIPAL OF THE BONDS AS IT MATURES?

BOND PROPOSITION NO. 3

SHALL THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, BE AUTHORIZED UNDER ARTICLE III, SECTION 52, OF THE TEXAS CONSTITUTION TO ISSUE AND SELL, AT ANY PRICE OR PRICES AND IN ONE OR MORE SERIES OR ISSUES, THE BONDS OF THE COUNTY IN THE AMOUNT OF \$32,725,000 MATURING SERIALLY OR OTHERWISE WITHIN 30 YEARS FROM THEIR DATE OR DATES, AND BEARING INTEREST AT SUCH RATE OR RATES, NOT TO EXCEED THE MAXIMUM INTEREST RATE NOW OR HEREAFTER AUTHORIZED BY LAW, AS SHALL BE DETERMINED WITHIN THE DISCRETION OF THE COMMISSIONERS COURT AT THE TIME OF ISSUANCE, FOR THE PURPOSE OF THE CONSTRUCTION, MAINTENANCE AND OPERATION OF MACADAMIZED, GRAVELED OR PAVED ROADS AND TURNPIKES, OR IN AID THEREOF, TO WIT: THE ACQUISITION OF RIGHT-OF-WAY IN CONNECTION WITH IMPROVEMENTS TO FM 1826 AND THE PROPOSED STATE HIGHWAY 45 (NORTH) PROJECT, AND TO LEVY TAXES, WITHOUT LIMIT AS TO RATE OR AMOUNT, UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY ANNUALLY SUFFICIENT TO PAY THE INTEREST ON THE BONDS AS IT ACCRUES AND TO CREATE A SINKING FUND TO PAY THE PRINCIPAL OF THE BONDS AS IT MATURES?

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez

OCT 24 2001

BOND PROPOSITION NO. 4

SHALL THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, BE AUTHORIZED UNDER ARTICLE III, SECTION 52, OF THE TEXAS CONSTITUTION TO ISSUE AND SELL, AT ANY PRICE OR PRICES AND IN ONE OR MORE SERIES OR ISSUES, THE BONDS OF THE COUNTY IN THE AMOUNT OF \$66,200,000 MATURING SERIALY OR OTHERWISE WITHIN 30 YEARS FROM THEIR DATE OR DATES, AND BEARING INTEREST AT SUCH RATE OR RATES, NOT TO EXCEED THE MAXIMUM INTEREST RATE NOW OR HEREAFTER AUTHORIZED BY LAW, AS SHALL BE DETERMINED WITHIN THE DISCRETION OF THE COMMISSIONERS COURT AT THE TIME OF ISSUANCE, FOR THE PURPOSE OF THE CONSTRUCTION, MAINTENANCE AND OPERATION OF MACADAMIZED, GRAVELED OR PAVED ROADS AND TURNPIKES, OR IN AID THEREOF, TO WIT: THE ACQUISITION OF RIGHT-OF-WAY IN CONNECTION WITH THE PROPOSED STATE HIGHWAY 130 PROJECT, AND TO LEVY TAXES, WITHOUT LIMIT AS TO RATE OR AMOUNT, UPON ALL TAXABLE PROPERTY WITHIN THE COUNTY ANNUALLY SUFFICIENT TO PAY THE INTEREST ON THE BONDS AS IT ACCRUES AND TO CREATE A SINKING FUND TO PAY THE PRINCIPAL OF THE BONDS AS IT MATURES?

Section 4. Paper ballots shall be used for said election, and the official ballot for the election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" each of the aforesaid BOND PROPOSITIONS which shall be set forth on such ballot in English and Spanish is substantially the following forms:

OFFICIAL BALLOT

BOND PROPOSITION NO. 1

- FOR) THE ISSUANCE OF \$57,430,000 OF
-) ROAD BONDS AND THE LEVYING
- AGAINST) OF THE TAX IN PAYMENT THEREOF

BOND PROPOSITION NO. 2

- FOR) THE ISSUANCE OF \$28,600,000 OF
-) PARK BONDS AND THE LEVYING
- AGAINST) OF THE TAX IN PAYMENT THEREOF

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on OCT 24 2001



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez

DeBeauvoir, County Clerk, Travis County,
do hereby certify that this is a true and
correct copy as same appears of record in my office.
Witness my hand and seal of office on SEP 24 2001
Dena DeBeauvoir, County Clerk
By Deputy:



M. Velasquez
M. Velasquez

BOND PROPOSITION NO. 3

- FOR) THE ISSUANCE OF \$32,725,000
-) OF ROAD BONDS FOR THE
-) ACQUISITION OF RIGHT-OF-WAY IN
-) CONNECTION WITH
-) IMPROVEMENTS TO FM 1826 AND
-) THE PROPOSED STATE HIGHWAY 45
-) (NORTH) PROJECT, AND THE
-) LEVYING OF THE TAX IN PAYMENT
- AGAINST) THEREOF

BOND PROPOSITION NO. 4

- FOR) THE ISSUANCE OF \$66,200,000
-) OF ROAD BONDS FOR THE
-) ACQUISITION OF RIGHT-OF-WAY IN
-) CONNECTION WITH THE PROPOSED
-) STATE HIGHWAY 130 PROJECT,
-) AND THE LEVYING OF THE TAX IN
- AGAINST) PAYMENT THEREOF

Section 5.

(a) With respect to the bonds described in BOND PROPOSITION NO. 1, the Commissioners Court hereby covenants and agrees with the voters at said election that the total authorized amount of such bonds shall be allocated to each Commissioner's Precinct in the following amounts and for the following projects:

COMMISSIONER'S PRECINCT NO. 1.....\$13,245,000

- Howard Lane (IH35 to Scofield Ridge Parkway)
- Blake Manor Road (FM 973 to Taylor Lane)
- Kennedy Ridge Subdivision Road-Related Drainage
- Old Manor Road Bridge #113
- Dunlap Road Bridge #168
- Old Highway 20 Bridge #151
- Old Highway 20 Bridge #152
- Manor Road Bridge #112

To the extent the bond authorization allocated to the above projects is insufficient to complete the specifically identified projects, the Commissioners Court reserves the right to prioritize

I, Dana DeBeauvoir, County Clerk of Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on _____



Dana DeBeauvoir, County Clerk

OCT 24 2007

By Deputy:

M. Velasquez

such projects and to apply bond authorization in accordance with such priority. Any surplus bond authorization remaining upon completion of a project shall be used first on any other project listed above. The Commissioners Court reserves the right to use any surplus bond authorization remaining upon completion of all of the above listed projects for other projects identified in this Section 5(a), without regard to precinct, and, upon the completion of all projects identified in this Section 5(a), for any other Travis County road, road drainage or road bridge project.

COMMISSIONER'S PRECINCT NO. 2.....\$27,700,000

- Anderson Mill Road (Spicewood Parkway to 620)
- Anderson Mill Road (FM2769 to Cypress Creek)
- Anderson Mill Road (RM620 to Cedar Park City Limit)
- Anderson Mill Road (Cypress Creek Road to FM 1431)
- Grand Avenue Parkway (Edgemere Drive to Louis Henna)
- Heatherwilde Boulevard (Wells Branch Parkway to Howard Lane) and
Wells Branch Parkway (Heatherwilde Boulevard to Pflugerville City Limit)
- Wells Branch Parkway (Immanuel Road to NE Metro Park)
- Pflugerville Road East (Pecan Street) (FM 685 to SH 130)

To the extent the bond authorization allocated to the above projects is insufficient to complete the specifically identified projects, the Commissioners Court reserves the right to prioritize such projects and to apply bond authorization in accordance with such priority. Any surplus bond authorization remaining upon completion of a project shall be used first on any other project listed above. The Commissioners Court reserves the right to use any surplus bond authorization remaining upon completion of all of the above listed projects for other projects identified in this Section 5(a), without regard to precinct, and, upon the completion of all projects identified in this Section 5(a), for any other Travis County road, road drainage or road bridge project.

COMMISSIONER'S PRECINCT NO. 3.....\$6,610,000

- | | |
|---|---|
| <p>0.00</p> <p>6,610,000.00 +</p> <p>2,190,000.00 * -</p> <p>4,420,000.00</p> | <ul style="list-style-type: none"> • Flint Rock Road Extension (SH 71 to Serene Hills) * <i>Not Issued \$2,190,000</i> • Travis Cook Road (Barton Creek Boulevard to Southwest Parkway) • Westbank Drive • Hudson Bend Road • General Williamson Drive • Cedar Valley/Fitzhugh Road Bridge #313 |
|---|---|

To the extent the bond authorization allocated to the above projects is insufficient to complete the specifically identified projects, the Commissioners Court reserves the right to prioritize such projects and to apply bond authorization in accordance with such priority. Any surplus bond authorization remaining upon completion of a project shall be used first on any other project listed above. The Commissioners Court reserves the right to use any surplus bond authorization remaining upon completion of all of the above listed projects for other projects identified in this Section 5(a), without regard to precinct, and, upon the completion of all projects identified in this Section 5(a), for any other Travis County road, road drainage or road bridge project.

COMMISSIONER'S PRECINCT NO. 4\$9,875,000

- McKinney Falls Parkway (William Cannon Drive to Thaxton Road)
- Elroy Road (FM 973 to Ross Road)
- McKinney Falls Parkway Pedestrian Way
- FM 973 Pedestrian Way
- Perkins/Mozelle Subdivision Road-Related Drainage

To the extent the bond authorization allocated to the above projects is insufficient to complete the specifically identified projects, the Commissioners Court reserves the right to prioritize such projects and to apply bond authorization in accordance with such priority. Any surplus bond authorization remaining upon completion of a project shall be used first on any other project listed above. The Commissioners Court reserves the right to use any surplus bond authorization remaining upon completion of all of the above listed projects for other projects identified in this Section 5(a), without regard to precinct, and, upon the completion of all projects identified in this Section 5(a), for any other Travis County road, road drainage or road bridge project.

(b) With respect to the bonds described in BOND PROPOSITION NO. 2, the Commissioners Court hereby covenants and agrees with the voters at said election that the total authorized amount of such bonds shall be allocated to each Commissioner's Precinct in the following amounts and for the following projects:

<u>COMMISSIONER'S PRECINCT NO. 1</u>	\$10,250,000	<i>Did not issue \$200,000</i>
• East Metro Park		
<u>COMMISSIONER'S PRECINCT NO. 2</u>	\$6,610,000	
• NE Metro Park		
<u>COMMISSIONER'S PRECINCT NO. 3</u>	\$7,600,000	
• SW Metro Park		
<u>COMMISSIONER'S PRECINCT NO. 4</u>	\$4,140,000	
• SE Metro Park		

The Commissioners Court reserves the right to use any surplus bond authorization remaining upon completion of any of the above listed projects for other projects identified above, and, upon completion of all the projects identified above, for any other Travis County park project.

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on OCT 24 2001



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as it appears of record in my office. Witness my hand and seal of office on OCT 24 2001
 Dana DeBeauvoir, County Clerk
 By Deputy: *M. Velasquez*
 M. Velasquez

(c) With respect to the bonds issued under BOND PROPOSITION NO. 3 and BOND PROPOSITION NO. 4, the Commissioners Court hereby covenants and agrees with the voters at said election that bond authorization shall be used only within the unincorporated area of Travis County determined as of September 4, 2001.

(d) With respect to the bonds described in BOND PROPOSITION NO. 4, the Commissioners Court hereby covenants and agrees with the voters at said election that the proceeds of such bonds shall be used for acquisition of right of way for the eastern alignment for State Highway 130, as generally described in Exhibit B to this Order.

Section 6. Early voting by personal appearance shall be conducted by the Travis County Clerk, and the

Travis County Courthouse
 First Floor
 1000 Guadalupe
 Austin, Texas

is hereby designated as the main early polling place for said election. The period for early voting by personal appearance shall begin on October 22, 2001, and end on November 2, 2001. The Travis County Clerk shall keep the main early polling place open for early voting from 7:00 a.m. to 7:00 p.m. on each day for early voting, except Saturdays, Sundays, and official state holidays, during the period for early voting by personal appearance.

In addition to voting at the address hereinabove provided, early voting by personal appearance shall be conducted at the temporary branch and mobile early voting polling places designated by the County and shall be conducted during the times designated by the County.

Early voting by mail will be conducted by the Travis County Clerk and the address at which applications and early ballots voted by mail may be sent is Dana DeBeauvoir, Travis County Clerk, P.O. Box 1748, Austin, Texas 78767 or 1000 Guadalupe, Room 222, Austin, Texas 78701.

Section 7. Notice of such election shall be given by posting a substantial copy of this election order, in English and Spanish, on the bulletin board at the County courthouse used for posting notices of Commissioners Court meetings, and at three (3) other public places in the County, not less than twenty-one (21) days prior to the date set for the election and such notice shall remain posted continuously through election day; and a substantial copy of this election order, in English and Spanish, also shall be published on the same day in each of two successive weeks in a newspaper of general circulation published in the County, the date of the first publication to be not more than thirty (30) days and not less than fourteen (14) days prior to the date set for the election.

Section 8. In all matters relating to the ordering, giving notice, and holding the election, the County shall comply with the applicable parts of the Texas Election Code including particularly Chapter 272 of the Texas Election Code pertaining to bilingual requirements and the Federal Voting Rights Act of 1965, as amended.

Section 9. It is hereby official found and determined that notice of the meeting at which this order is adopted was given as required by the Texas Open Meetings Act, Chapter 551, Texas

Government Code, and that such meeting has been open to the public at all times when this order was discussed and acted on.

Section 10. This Order shall take effect immediately upon adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on _____

OCT 24 2001



Dana DeBeauvoir, County Clerk
By Deputy:

M. Velasquez
M. Velasquez

PASSED AND APPROVED the 9th day of October, 2001.

Samuel T. Biscoe
Honorable Samuel T. Biscoe
Travis County Judge

Ron Davis
Honorable Ron Davis
Commissioner, Precinct 1

Karen Sonleitner
Honorable Karen Sonleitner
Commissioner, Precinct 2

Todd Baxter
Honorable Todd Baxter
Commissioner, Precinct 3

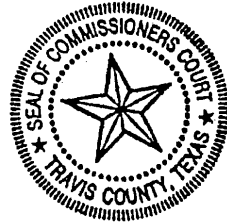
Margaret Gomez
Honorable Margaret Gomez
Commissioner, Precinct 4

No signature for
Baxter & Sonleitner
because they did
not want to remove
FB from the [redacted]
Date 10-29-01

ATTEST:

Dana DeBeauvoir
Dana DeBeauvoir
County Clerk and Ex-Officio Clerk of the
Commissioners Court of Travis County, Texas

(COM. CT. SEAL)



I, Dana DeBeauvoir, County Clerk, Travis County, Texas, do hereby certify that this is a true and correct copy as same appears of record in my office. Witness my hand and seal of office on OCT 24 2001

Dana DeBeauvoir, County Clerk
By Deputy:
M. Velasquez
M. Velasquez



Special Announcement **Travis County Bond Election** **Tuesday** **November 6, 2001**

Travis County will have a bond election on Tuesday, November 6. *Early voting will begin Monday, October 22 and end Friday, November 2.* For more information about Early Voting or Election Day polling locations and hours, contact the Travis County Elections Division at 238-VOTE (238-8683) or visit the Travis County web site at www.co.travis.tx.us.



Why do we have bond elections?

Bond elections allow voters to approve or reject long-term financing for major County Capital Improvement Projects. Financing projects through bond authorizations allows the County to pay for improvements over 20 years, rather than funding the projects with current funds. This method of financing allows for the current and the next generation of citizens to pay their share of the cost of the improvement.



What are bonds?

Bonds are sold to borrow money to pay for major capital projects such as roads, bridges and parks. The proposed bonds are general obligation bonds and will be repaid over the next twenty years from property taxes.

Total Cost of Bond Package: \$199,060,000

Proposition	Amount
1. Local Roads, Drainage, Bridges and Pedestrian Access	\$57,430,000
2. Frate Barker Road	14,105,000
3. County Park Projects	28,600,000
4. SH 45 N and FM 1826 Right Of Way	32,725,000
5. SH 130 Right Of Way	66,200,000

This brochure is designed to provide a general description of the bond propositions placed on the ballot by the Travis County Commissioners Court. For more information on these bond projects, contact Travis County Transportation and Natural Resources staff at 473-9383

**Local Roads, Drainage, Bridges,
& Pedestrian Access: \$57,430,000**

Local Roads:

- Blake Manor Rd.
(FM 973 to Taylor Lane)
- Howard Lane
(I-35 to Scofield Ridge Pkwy.)
- Pflugerville Rd. East (Pecan St.)
(FM 685 to SH 130)
- Heatherwilde Blvd.
(Wells Branch Pkwy. to Howard Ln.)
and
- Wells Branch Pkwy.
(Heatherwilde to Pflugerville city limit)
- Wells Branch Pkwy.
(Immanuel Rd. to NE Metro Park)
- Grand Avenue Pkwy.
(Edgemere Dr. to Louis Henna Blvd.)
- Anderson Mill Rd.
(Spicewood Pkwy. to FM 1431)
- Flint Rock Rd. Extension
(SH 71 to Serene Hills)
- Elroy Rd.
(FM 973 to Ross Rd.)
- McKinney Falls Pkwy.
(William Cannon to Thaxton Rd.)
- Hudson Bend Rd.
- General Williamson Dr.
- Westbank Dr.
- Travis Cook Rd.
(Barton Creek Blvd. to SW Parkway)

Drainage:

- ★ Kennedy Ridge Subdivision
(Road-related drainage)
- Perkins Dr./Mozelle Ln.
(Road-related drainage)

Bridges:

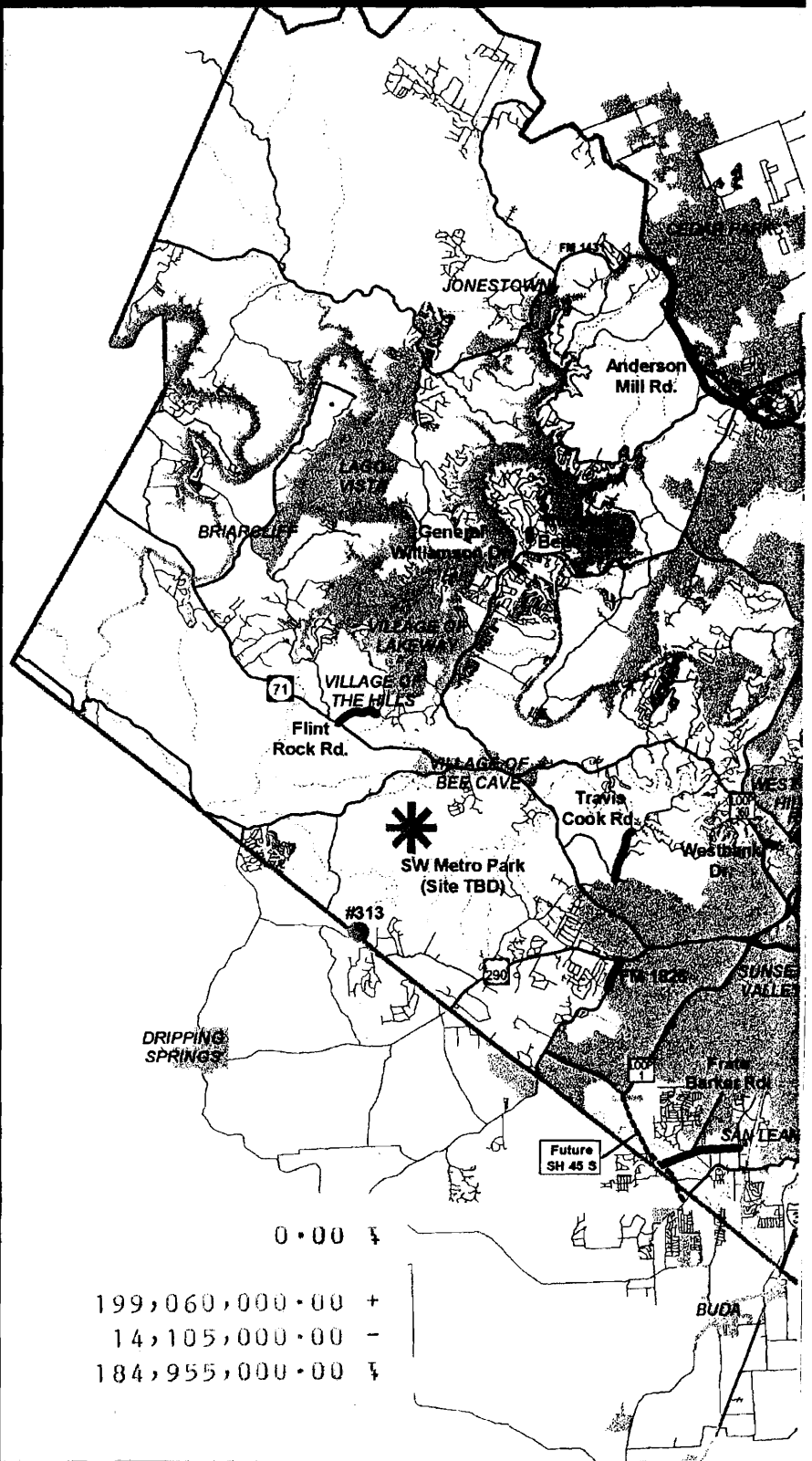
- Old Manor Rd. Bridge #113
- Old Highway 20 Bridge #151, #152
- Dunlap Road Bridge #168
- Cedar Valley/Fitzhugh Rd. Bridge #313
- Manor Rd. Bridge #112

Pedestrian Access:

- McKinney Falls Pkwy. Pedestrian Way
- FM 973 Pedestrian Way

Frate Barker Road: \$14,105,000

- Frate Barker Road
(SH 45 South to FM 2304)



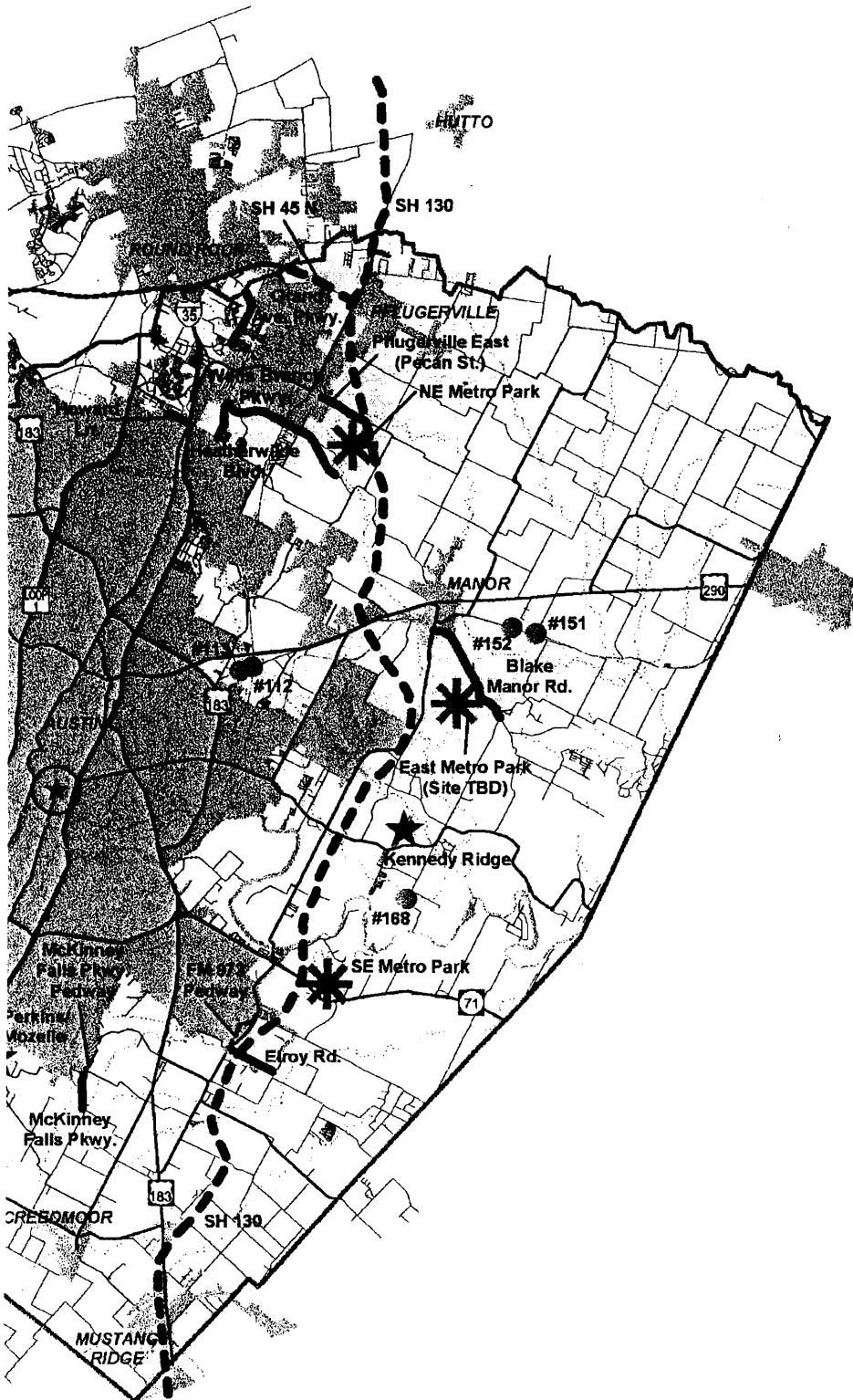
0.00	⌘
199,060,000.00	+
14,105,000.00	-
184,955,000.00	⌘

Travis County does not warranty the accuracy or completeness of any data represented here.

Proposed Projects

File Name: P:\Project\TNR\Planning\Transportation\Watts\bond\$199(11x17)(brochure2)

**Travis County Bond 20
Project Map**



Parks: \$28,600,000

- * Southeast Metro Park (Phase II)
- * Northeast Metro Park (Phase II)
- East Metro Park
- Southwest Metro Park

SH 45 N and FM 1826: \$32,725,000

(Acquire ROW within Travis County's unincorporated area)

- SH 45 North (FM 685 to Anderson Mill Road)
- FM 1826 (US 290 W to Slaughter Ln.)

SH 130: \$66,200,000

(Acquire ROW within Travis County's unincorporated area)

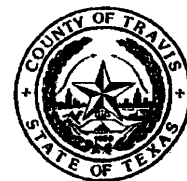
- SH 130 (Eastern Route generally described in the Final Environmental Impact Statement approved by the Federal Highway Administration)

Travis County Bond Total: \$199,060,000

Note: Project scopes described herein are currently proposed and are subject to change.

For Further Information:

Call 473-9383 or visit our website at www.co.travis.tx.us



County Judge Samuel T. Biscoe	473-9555
Pct. 1 Commissioner Ron Davis	473-9111
Pct. 2 Commissioner Karen Sonleitner	473-9222
Pct. 3 Commissioner Todd Baxter	473-9333
Pct. 4 Commissioner Margaret J. Gomez	473-9444

Legend

- Rivers and Lakes
- Creeks
- Travis County Boundary
- Major and Minor Roadways
- Highways
- Municipal Jurisdictions

Travis County Transportation and Natural Resources Department (TNR)



1. Local Roads, Drainage, Bridges and Pedestrian Access

These projects include approximately 13- road capacity/safety, 2 pedestrian-way projects, 2 road related drainage projects and 6 bridges. The proposal is intended to decrease congestion and improve safety on Travis County roads. See map insert for details.

Total Cost of Projects \$57,430,000

2. Frate Barker Road

Upgrade existing roadway to 4-lane arterial and extend to SH 45 S.

Total Cost of Project \$14,105,000

3. County Park Projects

This category includes improvements and renovations in two existing regional parks, as well as the purchase and development of land for 2 metro parks to be located in Southwest and East Travis County.

- **Southeast Metro Park Phase II** – Construct infrastructure, utilities, facilities, and landscape improvements associated with the following: sports area including adult ball fields (lighted) and youth ball fields (lighted); a picnic area with pavilion and restrooms; acquire a tract of land on a bluff that overlooks Onion Creek.
- **Northeast Metro Park Phase II** – Construct infrastructure, utilities, facilities, and landscape improvements associated with soccer fields (lighted), basic multi-use fields, restroom/concession building, group shelter, and tot/kid playscape. Develop an additional 59 acres tract, infrastructure, utility, facility and landscape improvements

associated with youth ball fields (lighted), and restroom/concession buildings.

- **East Metro Park** - Acquire acreage and construct infrastructure, utilities, facilities and landscape improvements associated with ball/soccer fields (lighted), multi-use courts, restroom/concession building, picnic facilities, tot/kid playscape, hiking trails and associated infrastructure.
- **Southwest Metro Park** – Acquire land and construct infrastructure, and landscape improvements associated with multi-use fields (lighted), restroom/concession building.

Total Cost of Projects: \$28,600,000

4. SH 45N and FM 1826 Right of Way Projects

This proposition provides funds for the acquisition of right-of-way within the unincorporated area of Travis County for State Highway 45 N between Anderson Mill Road and FM 685 and for FM 1826 between US 290 W and Slaughter Lane.

Total Cost of Projects: \$32,725,000

5. SH 130 East Right of Way Project

This project provides additional funds for the acquisition of right-of-way within the unincorporated area of Travis County for SH 130. The use of County bond funds will be restricted to SH 130, the eastern route that is generally described in the Final Environmental Impact Statement approved by the Federal Highway Administration.

Total Cost of Project: \$66,200,000

Note: Project scopes described herein are currently proposed and are subject to change

Estimated Cost Impact on Homestead Owner

Year	Estimated Cost per Homestead			
	FY 02	FY 04	FY 06	FY 08
Projected Value of the Average Homestead*	\$172,669	\$184,963	\$196,227	\$208,178
Estimated Cost for the Average Homestead	-	\$35.47	\$41.83	\$39.90
Estimated Cost for a Homestead Valued at \$100,000*	-	\$20.54	\$24.23	\$23.11

*According to Travis Central Appraisal District, the average appraised value of property with a homestead exemption is \$172,669 for FY 02. The projections shown above for homesteads assume a 4% increase in values for FY 03 and 3% for each year thereafter.



Travis County Commissioners Court Agenda Request

Meeting Date: 9/13/11

Prepared By/Phone Number: Tim Pautsch Phone #: 854-7689

Division Director/Manager: Anna Bowlin *AB*

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, Austin for sidewalk fiscal for Commons at Rowe Lane IIIA Lot 5 Block K, 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 IIIA, Lot 5, Block K, \$780.00, Permit #11-1480, 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 <i>(SS)</i>	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 IIIA

§ 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: 21009 Harant Way Lot: 5 Block: K

DATE OF POSTING: 8-18-11

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: 8-18-11

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 MYLAR

96500 1-28-2011

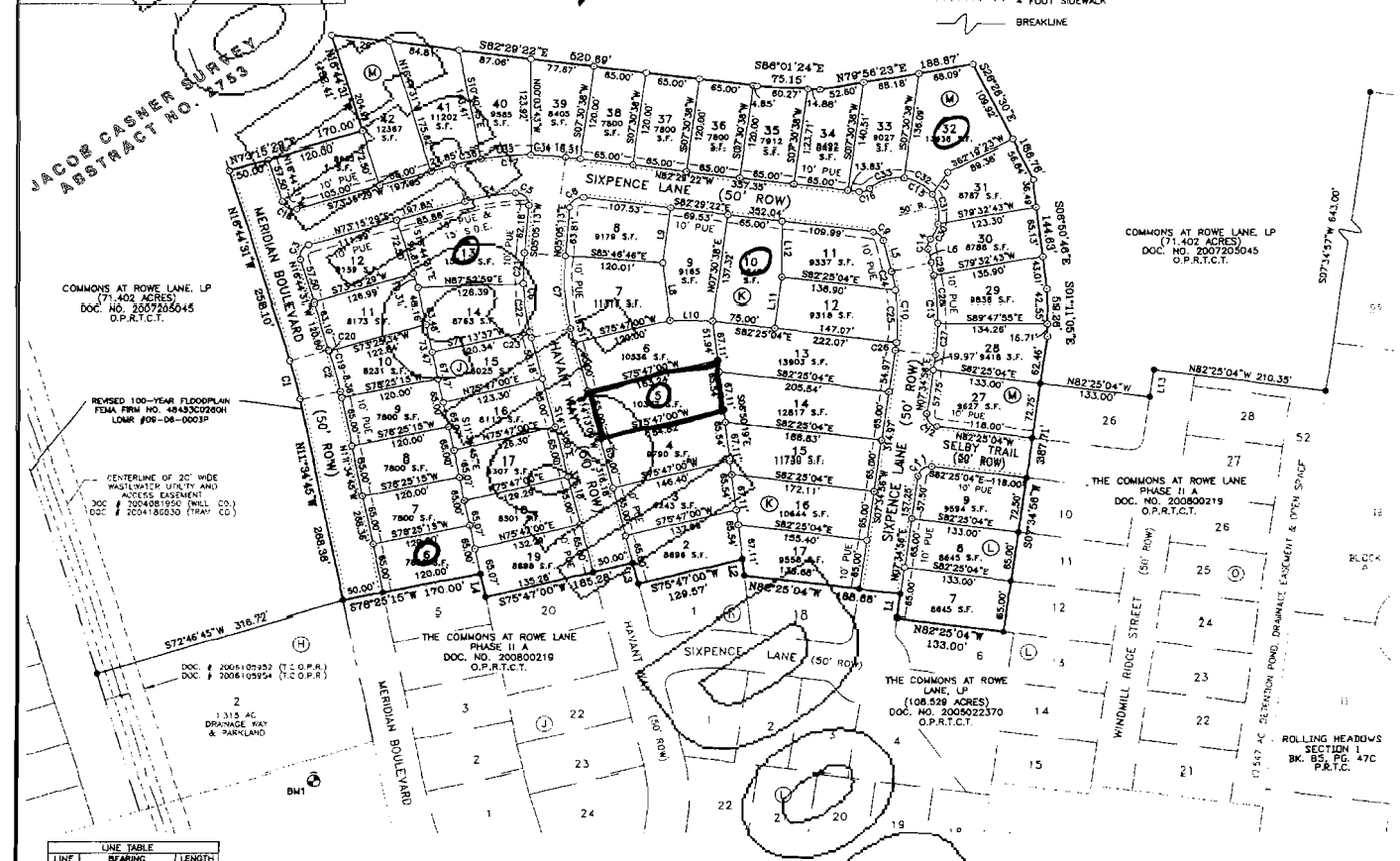
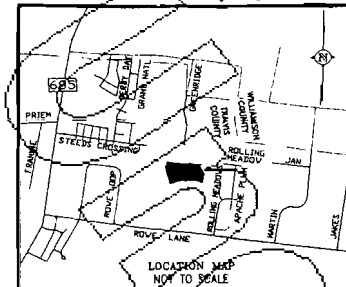
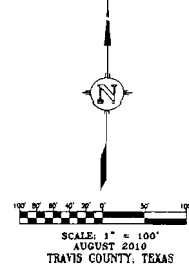
201100032

**FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE III-A**

*Highland Homes
Side walk Fiscal
O=Received Fiscal
- = RAS complete*

LEGEND

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD WITH CAP SET
- CONCRETE MONUMENT SET
- ⊙ BENCHMARK
- ⊖ RIGHT-OF-WAY
- BL BUILDING SETBACK LINE
- PUE PUBLIC UTILITY EASEMENT
- SDE SIGHT DISTANCE EASEMENT
- S.F. SQUARE FEET
- (A) BLOCK LETTER
- 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
- 4 FOOT SIDEWALK
- BREAKLINE



LINE TABLE

LINE	BEARING	LENGTH
L1	N02°46'24"W	30.25
L2	N06°20'18"W	21.49
L3	N14°13'09"W	28.33
L4	N11°14'44"W	31.80
L5	S11°27'28"E	92.03
L6	N18°37'28"E	18.30
L7	N34°13'24"E	34.88
L8	N06°20'18"W	33.08
L9	N07°30'30"E	72.50
L10	N06°20'18"W	31.70
L11	N07°24'30"E	65.00
L12	N06°21'01"W	53.10
L13	S07°34'58"W	35.87

ACREAGE

BLOCK J	2,817 AC.
BLOCK K	3,800 AC.
BLOCK L	0,617 AC.
BLOCK M	3,656 AC.
RIGHT-OF-WAY	2,887 AC.
TOTAL ACREAGE	13,771 AC.

LINEAR FEET OF NEW STREETS

SIXPENCE LANE	50' ROW	1268 LF.
HAVANT WAY	50' ROW	498 LF.
SELBY TRAIL	50' ROW	133 LF.
MERIDIAN BOULEVARD	50' ROW	581 LF.
TOTAL		2440 LF.

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP
2829 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
PHONE: (817)332-9600 FAX: (817)332-1400

CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	51.81	575.00	0°28'48"	N14°09'38"W	51.75
C2	59.32	625.00	0°39'48"	N11°59'38"W	59.30
C3	23.58	15.00	0°00'00"	S31°19'28"W	21.21
C4	82.20	275.00	1°25'44"	S79°44'51"W	82.16
C5	75.85	15.00	0°00'00"	N44°50'17"W	22.70
C6	109.50	325.00	1°19'13"	S04°33'54"E	108.98
C7	92.85	275.00	1°18'13"	S04°33'54"E	92.21
C8	24.20	15.00	0°22'28"	S81°17'53"W	21.86
C9	118.07	325.00	1°19'13"	S04°33'54"E	117.00
C10	100.80	275.00	1°18'13"	S04°33'54"E	100.42
C11	23.58	15.00	0°00'00"	S82°14'56"W	21.21
C12	33.88	15.00	0°00'00"	S37°23'04"E	31.11
C13	118.33	325.00	1°19'13"	N02°56'18"W	118.68
C14	118.37	15.00	0°01'12"	S12°33'09"W	13.16
C15	151.63	30.00	17°04'19"	N47°58'25"W	99.82
C16	13.88	15.00	0°01'19"	N71°30'02"E	13.14
C17	137.57	325.00	1°18'13"	S04°33'54"E	136.54
C18	23.58	15.00	0°00'00"	S81°44'31"E	21.21
C19	54.49	625.00	0°39'48"	N16°04'30"W	54.47
C20	41.81	625.00	0°19'04"	N18°30'02"W	41.84
C21	40.86	325.00	1°12'14"	S01°28'08"W	40.84
C22	80.44	325.00	1°03'22"	S07°28'42"E	80.36
C23	41.81	325.00	1°28'32"	S33°28'11"E	41.81
C24	24.89	275.00	1°18'13"	N05°11'18"W	24.88
C25	85.98	275.00	1°14'35"	N01°22'48"W	85.80
C26	10.03	275.00	2°05'28"	N08°32'14"E	10.03
C27	41.81	325.00	1°22'51"	N10°13'47"W	41.84
C28	60.44	325.00	1°03'22"	N05°07'36"W	60.36
C29	17.03	325.00	3°00'11"	N11°57'22"W	17.03
C30	22.03	50.00	25°14'24"	N49°58'24"E	21.85
C31	41.89	50.00	4°26'52"	N101°37'47"W	38.84
C32	42.88	50.00	46°47'42"	N58°10'02"W	41.31
C33	45.33	50.00	51°58'42"	S21°27'47"W	43.79
C34	42.88	325.00	7°24'21"	N08°18'36"W	42.92
C35	60.22	325.00	10°27'02"	S02°27'47"W	60.14
C36	34.39	325.00	6°03'48"	S78°17'22"W	34.37

LAND USE

SINGLE FAMILY LOTS= 50
 CUMULATIVE DENSITY CALCULATIONS
 TOTAL NUMBER OF RESIDENTIAL UNITS: 50
 TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 13,771 AC.

BENCHMARK LIST

- BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 15' LIVE OAK. APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY. NORTHING = 10,152,756.13 EASTING = 3,167,197.81 ELEV. = 695.10
- BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE LP. NORTHING = 10,154,130.49 EASTING = 3,165,557.78 ELEV. = 695.10

AGREEMENT
 SURVEY: 2440 LF.
 NUMBER OF BLOCKS: 4
 NUMBER OF LOTS: 90
 DATE: AUGUST, 2010
 SURVEYOR: ZAMORA, L.L.C. (ZWA)
 1435 SOUTH LOOP 4
 BUENA VISTA, TEXAS 78002
 PHONE: (512)295-8201 FAX: (512)295-8091
ENGINEER: GRAY • JANSING & ASSOCIATES, INC.
 8217 SHOAL CREEK BLVD., SUITE 200
 AUSTIN, TEXAS 78757-7692
 PHONE: (512)492-0371 FAX: (512)454-9933

DATE: _____ REVISIONS: _____

ZWA
 Zamora, L.L.C.
 Professional Land Surveyors
 1435 South Loop 4, P.O. Box 1000, Buena Vista, Texas 78002
 Tel: (512) 295-8201 Fax: (512) 295-8091

TECH: GLF SURV: SZZ
 DATE: AUGUST, 2010 SCALE: 1" = 100'
 DRAWING FILE: 10-1001-13 PHASE 3/BLDG
 PROJECT: COMMONS @ ROWE LANE
 JOB NO: 10-1001-13 (08-015-14)

GRAY • JANSING & ASSOCIATES, INC.
 Consulting Engineers
 8217 Shoal Creek Blvd., Suite 200
 Austin, Texas 78757-7692
 (512)468-0371 FAX(512)454-9933
 TBP# FIRM # 2046

SHEET 1 of 2



Travis County Commissioners Court Agenda Request

Meeting Date: 9/13/11

Prepared By/Phone Number: Tim Pautsch Phone #: 854-7689

Division Director/Manager: Anna Bowlin *AB*

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 IIIA, 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 IIIA 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 <i>SS</i>	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 IIIA

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes, LTD.

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$7,500.00 ADDRESS: _____

SUBDIVISION: Commons at Rowe Lane IIIA LOT: BLOCK:

DATE OF POSTING: August 22, 2011

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:  8/22/11

Gehan Homes, LTD.

PRINT: Jonathan Mann

3815 S. Capital of Texas Hwy, Suite 275

TITLE: Purchasing Coordinator

Austin, TX 78704

PHONE: 512-730-9366 x4219

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

Date

PHOTOGRAPHIC M.I.L.A.R.

96500 1-28-2011

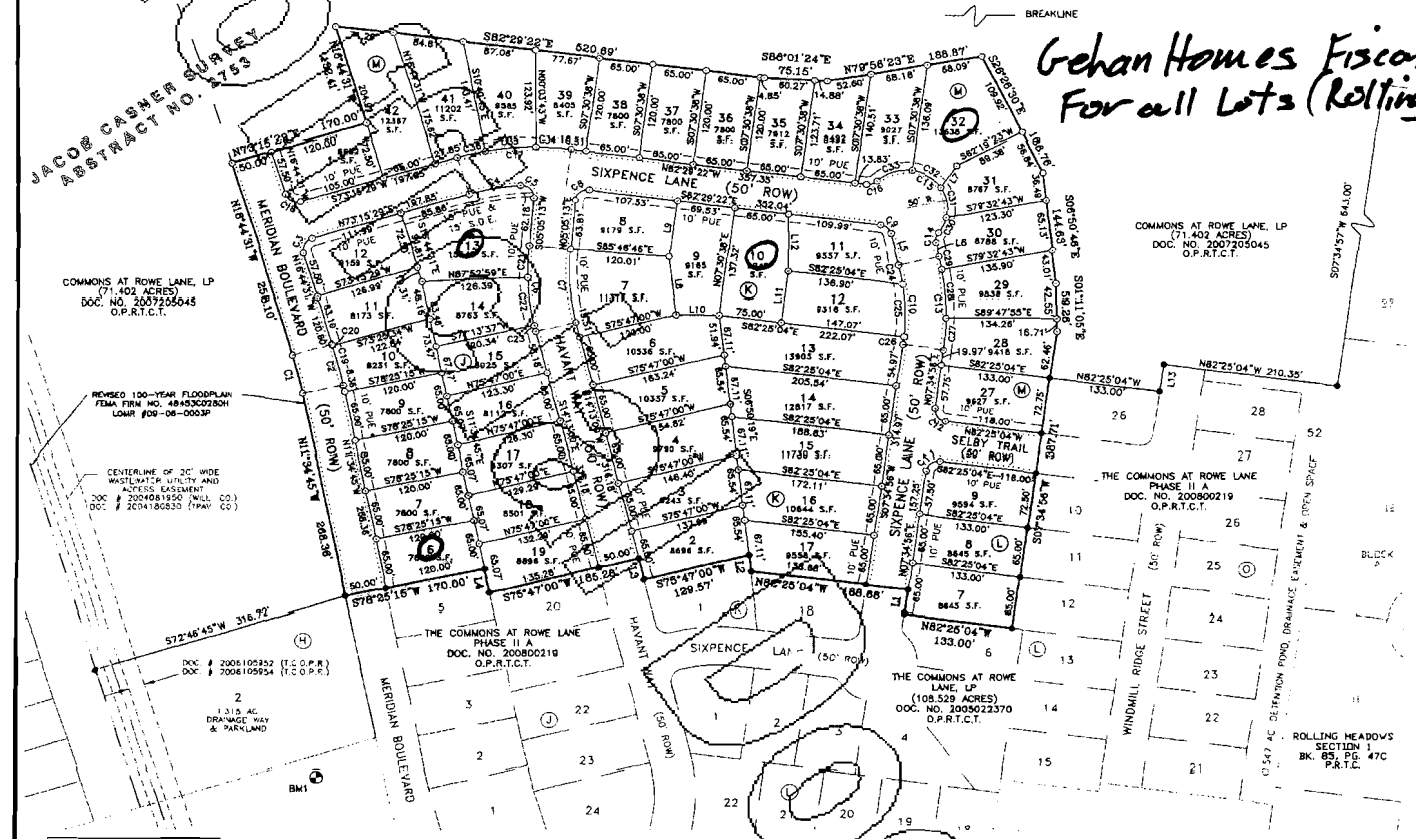
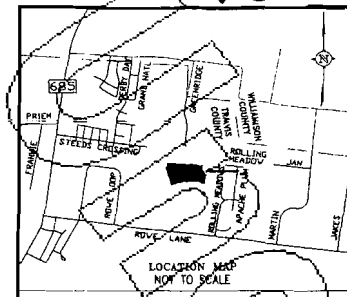
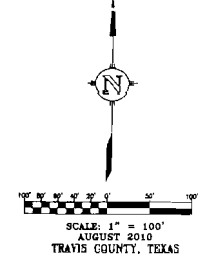
201100032

FINAL PLAT THE COMMONS AT ROWE LANE PHASE III-A

Highland Homes Side walk Fiscal O=Received Fiscal = RAS complete

LEGEND

- 1/2" IRON ROD FOUND
1/2" IRON ROD WITH CAP SET
CONCRETE MONUMENT SET
BENCHMARK
ROW
BL BUILDING SETBACK LINE
PUE PUBLIC UTILITY EASEMENT
SDE SIGHT DISTANCE EASEMENT
S.F. SQUARE FEET
BLOCK LETTER
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
4 FOOT SIDEWALK
BREAKLINE



Gehan Homes Fiscal For all Lots (Rolling)

LINE TABLE with columns for LINE, BEARING, and LENGTH. Lists lines L1 through L13 with their respective bearings and lengths.

ACREAGE table listing Block J (2.817 AC), Block K (3.800 AC), Block L (3.850 AC), Right-of-Way (2.887 AC), and a TOTAL ACREAGE of 13.771 AC.

LINEAR FEET OF NEW STREETS table listing Sixpence Lane (50' ROW 1228 LF), Havant Way (50' ROW 458 LF), Selby Trail (50' ROW 133 LF), and Meridian Boulevard (50' ROW 581 LF), with a TOTAL of 2440 LF.

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP

2928 WEST 5TH STREET, SUITE A FORT WORTH, TEXAS 76127
PHONE: (817)332-9900 FAX: (817)332-1400
13.771 AC.
JACOB CASNER SURVEY A-2753
NUMBER OF BLOCKS: 4
NUMBER OF LOTS: 36
2440 LF.
AUGUST, 2010
SURVEYOR: ZAMORA, L.L.C. (ZWA)
1435 SOUTH LOOP 4
BUENA VISTA, TEXAS 78610
PHONE: (512)285-8201 FAX: (512)285-8091
ENGINEER: GRAY + JANSING & ASSOCIATES, INC.
8217 SHOAL CREEK BLVD., SUITE 200
AUSTIN, TEXAS 78757-7552
PHONE: (512)452-0371 FAX: (512)454-0933

CURVE TABLE with columns for CURVE, LENGTH, RADIUS, DELTA, CHORD BEARING, and CHORD. Lists curves C1 through C36 with their geometric data.

LAND USE: SINGLE FAMILY LOTS= 50
CUMULATIVE DENSITY CALCULATIONS: TOTAL NUMBER OF RESIDENTIAL UNITS: 30
TOTAL AREA OF RESIDENTIAL LOTS AND LOCAL AND COLLECTOR STREETS: 13.771 AC.

- BENCHMARK LIST: BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13" LIVE OAK. APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE & COMMONS PARKWAY.
BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE L.P. NORTHING= 10,154,130.49 EASTING= 3,185,057.76 ELEV.= 687.87

ZWA Zamora, L.L.C. Professional Land Surveyors
1435 SOUTH LOOP 4, P.O. Box 1036, Buena Vista, Texas 78610
TECH: GLF SURV: RZ
DATE: AUGUST, 2010 SCALE: 1" = 100'
DRAWING FILE: 10-1001-13 PHASE 3A.03
PROJECT: COMMONS @ ROWE LANE
JOB NO: 10-1001-13 (06-015-14) SHEET 2

GRAY + JANSING & ASSOCIATES, INC.
Consulting Engineers
8217 Shoal Creek Blvd., Suite 200
Austin, Texas 78757-7592
(512)452-0371 FAX:(512)454-0933
TYPE FIRM # 2946



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 2011

Prepared By: Darla Vasterling **Phone #:** 854-7564

Division Director/Manager: Anna Bowlin, Development Services

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

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on the Assignment and Amendment of the Commons at Rowe Lane License Agreement, in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

This subdivision was accepted for maintenance by the Commissioners Court on November 25, 2008, along with the approval of a License Agreement between Travis County and the developer, the Commons at Rowe Lane, L.P. The Lakeside Municipal Utility District No. 3 has agreed to take over the maintenance of the Licensed Property. The Licensed Property is mostly landscaping in the islands and irrigation.

STAFF RECOMMENDATIONS:

Staff recommends approval of the Assignment.

ISSUES AND OPPORTUNITIES:

It is not important who is responsible for the improvements as long as someone is. After this is approved, the developer can request the return of the Security Deposit, which he posted, because a Security Deposit is not required from a district.

Additionally, the Lakeside Municipal Utility District No. 3 will add the improvements in Commons at Rowe Lane Phase IIA, Phase IIB, and Phase IIIA to the License Agreement.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Assignment

Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Director Development Services	TNR	854-7561

CC:

Julie Joe	Assistant County Atty	County Attorney	854-9415

DV:AB:dv
1101 - Development Services - 1102

**ASSIGNMENT AND AMENDMENT OF
THE COMMONS AT ROWE LANE LICENSE AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Assignment and Amendment of The Commons at Rowe Lane License Agreement ("Assignment and Amendment") is made and entered into by and among Travis County, Texas (the "COUNTY"), the Lakeside Municipal Utility District No. 3 (the "DISTRICT"), and The Commons at Rowe Lane, L.P., a Texas limited partnership (the "DEVELOPER") (collectively, the "Parties").

RECITALS

1. The COUNTY and the DEVELOPER entered into a License Agreement effective November 25, 2008.
2. The License Agreement was recorded on December 3, 2008 as Document No. 2008198247 in the Official Public Records of Travis County, Texas (the "License Agreement").
3. Under the License Agreement the COUNTY granted the DEVELOPER a license to use a portion of the right-of-way of Commons Parkway, one of the roads dedicated to the public and located in Phase One of the Commons at Rowe Lane, a subdivision located in Travis County, being more particularly described in that certain plat recorded in Document Number 200600295 of the Official Public Records of Travis County and defined in the License Agreement as the "Licensed Property."
4. Under the License Agreement, the COUNTY granted the DEVELOPER permission to install and maintain certain landscaping and improvements (defined in the License Agreement as the "Improvements") in the Licensed Property.
5. The License Agreement provides that the interests of the DEVELOPER may be assigned to the DISTRICT.
6. The DEVELOPER desires to assign its rights under the License Agreement to the DISTRICT, the DISTRICT desires to assume all of the obligations of the DEVELOPER under the License Agreement, and the COUNTY has consented to the assignment and assumption.

In consideration of the mutual covenants set forth in this Assignment and Amendment, the Parties agree as follows:

- A. Assignment. The DEVELOPER assigns, transfers, and conveys to the DISTRICT all of its rights, title, and interest in and to the License Agreement.
- B. Assumption of License Agreement. The DISTRICT assumes and agrees to perform all of the covenants, agreements, and obligations of the DEVELOPER under the License Agreement which are applicable to the period of time from and after the effective date of this instrument, but not otherwise.
- C. Consent and Release. The COUNTY consents to the assignment and assumption of the License Agreement which are set forth in Paragraphs A and B of this instrument; and releases the DEVELOPER from all of the covenants, agreements, and obligations to the COUNTY under the License Agreement from and after the date of this instrument.
- D. Indemnification. To the extent permitted by Texas law, the DISTRICT agrees to and must 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, does not apply to any claims, suits, damages, costs, losses, or expenses (i) for which the COUNTY has been compensated by insurance provided under Paragraph IV of the License Agreement, or (ii) arising solely from the negligent or willful acts of the COUNTY. For the purposes of this indemnification provision, the COUNTY's act of entering into this Assignment and Amendment and the COUNTY's previous act of entering into the License Agreement are not to be considered "negligent or willful."
- E. Return of Security Deposit and Deletion of Security Deposit Requirement. The COUNTY does not require a security deposit from the DISTRICT. Therefore, within 30 days after the Effective Date of this Assignment and Amendment, the COUNTY will return to the DEVELOPER the security deposit, plus interest, provided by the DEVELOPER. Furthermore, the Parties agree to amend the License Agreement by deleting Section VI.F.
- F. Section XV of the License Agreement is deleted in its entirety and replaced with the following:

XV. Notice

Any notice to be given under this Agreement 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 when mailed to the proper party, at the following addresses:

DISTRICT:

Lakeside Municipal Utility District No. 3
c/o Armbrust & Brown, PLLC
100 Congress, Suite 1300
Austin, Texas 78701

COPY TO:

Sharlene Collins
Armbrust & Brown, PLLC
100 Congress, Suite 1300
Austin, Texas 78701

COUNTY:

Honorable Samuel T. Biscoe (or successor)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Steven M. Manilla, P.E., County Executive (or successor)
Transportation and Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. _____

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

- G. Effect of Amendment. Except as specifically amended by the provisions set forth in this Assignment and Amendment, the terms and provisions stated in the License Agreement will continue to govern the rights and obligations of the parties under the License Agreement, and all provisions and covenants of the License Agreement, as amended, will remain in full force and effect. The terms of and provisions of the License Agreement, as amended by this instrument, are ratified and confirmed, and this Assignment and Amendment and the License Agreement are to be construed as one instrument. In that regard, this Assignment and Amendment and the License Agreement, including all exhibits to

these documents, constitute the entire agreement between the Parties relative to the subject matter set forth in the License Agreement and supersede all prior and contemporaneous agreements and understandings of the Parties in connection with the Licensed Property. In the event of any inconsistency, the terms and provisions of this Assignment and Amendment will control over and modify the terms and provisions of the License Agreement.

- H. Execution. To facilitate execution, this instrument may be executed in any number of counterparts as may be convenient or necessary, and it will not be necessary that the signatures of the Parties be contained in any one counterpart. Additionally, the Parties covenant and agree that, for purposes of facilitating the execution of this instrument: (1) the signature pages taken from separate individually executed counterparts of this instrument may be combined to form multiple fully executed counterparts; and (2) a facsimile signature or a signature delivered by electronic mail shall be deemed to be an original signature for all purposes. All executed counterparts of this instrument will be deemed to be originals, but all counterparts, when taken together, will constitute one and the same agreement.
- I. A written memorandum of this Assignment and Amendment to the License Agreement will be filed in the Official Public Records of Travis County, Texas.

EXECUTED by the COUNTY, the DEVELOPER, and the DISTRICT as evidenced by the counterpart signature pages attached hereto, each to be effective as of the later date signed.

**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),
THE COMMONS AT ROWE LANE, L.P. (THE "DEVELOPER"), AND
LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3 (THE "DISTRICT")**

Executed by the undersigned on the date set forth below.

COUNTY:

TRAVIS COUNTY, TEXAS, a political
subdivision of the State of Texas

By: _____
Samuel T. Biscoe, County Judge

Date: _____

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this ____ day of _____,
2011 by Samuel T. Biscoe, County Judge of Travis County, Texas, a political
subdivision of the State of Texas, on behalf of Travis County.

(SEAL)

Notary Public Signature

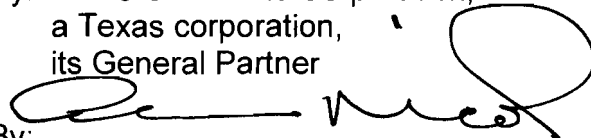
**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),
THE COMMONS AT ROWE LANE, L.P. (THE "DEVELOPER"), AND
LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3 (THE "DISTRICT")**

Executed by the undersigned on the date set forth below.

DEVELOPER:

THE COMMONS AT ROWE LANE, L. P.,
a Texas limited partnership

By: Rowe Commons Corporation,
a Texas corporation,
its General Partner



By: _____

Printed Name: Lee Nicol

Title: President

Date: 8. 22. 11

THE STATE OF TEXAS §

COUNTY OF ~~TRAVIS~~ ^{Tarrant} §

This instrument was acknowledged before me this 22 day of August,
2011 by Lee Nicol, President of Rowe Commons Corporation, a Texas corporation,
General Partner of The Commons at Rowe Lane, LP, on behalf of said limited
partnership.

(SEAL)



Notary Public Signature



**COUNTERPART SIGNATURE PAGE FOR ATTACHMENT TO
ASSIGNMENT OF AND AMENDMENT TO LICENSE AGREEMENT
BY AND AMONG TRAVIS COUNTY, TEXAS (THE "COUNTY"),
THE COMMONS AT ROWE LANE, L.P. (THE "DEVELOPER"), AND
LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3 (THE "DISTRICT")**

Executed by the undersigned on the date set forth below.

DISTRICT: THE LAKESIDE MUNICIPAL UTILITY DISTRICT NUMBER 3, a political subdivision of the State of Texas

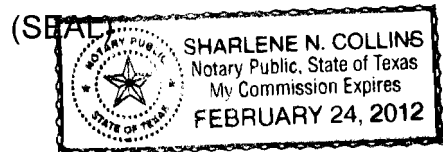
By: Tom Corbett
Printed Name: Tom Corbett
Title: President, Board of Directors

Date: 8-10-11

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 10 day of August, 2011 by Tom Corbett, President of the Board of Directors of the Lakeside Municipal Utility District Number 3 on behalf of the Lakeside Municipal Utility District Number 3.



[Signature]
Notary Public Signature



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 2011

Prepared By/Phone Number: Beth Devery, 854-6654

Elected/Appointed Official/Dept. Head: Patricia A. Young Brown, Central Health

Commissioners Court Sponsor: Commissioner Eckhardt

AGENDA LANGUAGE:

Consider and take appropriate action a resolution:

- a. Nominating Carolyn Konecny, Chief Financial Officer of CommUnityCare, to continue serving on the Tobacco Settlement Permanent Trust Account Administration Advisory Committee; and
- b. Nominating Debbie Lauder milk, Travis County Investment Manager, to serve on the Tobacco Settlement Permanent Trust Account Investment Advisory Committee.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Memo to Commissioners Court from Central Health
Resolution of the Central Health Board of Managers
Resolution of the Travis County Commissioners Court
Letter from CUC regarding appointments
Resumes of nominees

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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.



CENTRAL HEALTH

MEMORANDUM

To: Travis County Commissioners Court

From: Patricia A. Young Brown, President and CEO

Date: September 6, 2011

Re: Consider and take appropriate action a resolution:

- a. Nominating Carolyn Konecny, Chief Financial Officer of CommUnityCare, to continue serving on the Tobacco Settlement Permanent Trust Account Administration Advisory Committee; and
- b. Nominating Debbie Laudermilk, Travis County Investment Manager, to serve on the Tobacco Settlement Permanent Trust Account Investment Advisory Committee.

Background

Central Health received notification from the Texas Conference of Urban Counties (“CUC”) on August 22, 2011 that Central Health, with the approval of Travis County Commissioners Court, is eligible to nominate a candidate to the Tobacco Settlement Permanent Trust Account Investment Advisory Committee (“Investment Committee”) and a candidate to the Tobacco Settlement Permanent Trust Account Administration Advisory Committee (“Administration Committee”). The pending appointments will fill one of four expiring terms on each committee, which expire August 31, 2011. Central Health’s Board previously appointed Carolyn Konecny, CommUnityCare Chief Financial Officer to serve on the Administration and Faraz Khan, Vice President Finance with Seton Family of Hospitals, to serve on the Investment Committee.

By way of background, the trust account is composed of funds from tobacco companies paid to Texas counties under the settlement agreement in *The State of Texas v. The American Tobacco Company, et al.*, No. 5-96CV-91. The Investment Committee writes the rules that determine how much of the annual distribution from the tobacco settlement each eligible entity receives. The Administration Committee is responsible for writing the rules by which entities report expenditures, and annually reviews the results of audited expenditure statements.

Given Carolyn Konecny’s expertise and experience and the fact that Central Health receives tobacco settlement funds, as well as her previous service with the Administration Committee, the Central Health Board of Managers nominated Carolyn Konecny to continue to serve on the Administration Committee.

Debbie Laudermilk is currently serving as the Investment Manager for Central Health. She replaced Mary Mayes, who previously served in that capacity. Given her expertise and experience, as well as her relationship with Travis County, the Central Health Board of Managers nominated Debbie Laudermilk to serve on the Investment Committee.

The nominations must be approved by the Travis County Commissioners Court. Pursuant to Section 12.137 of the Texas Health and Safety Code, the Commissioners Court is required to approve Central Health's nominations because the Court sets Central Health's tax rate. Once a resolution nominating Carolyn Konecny and Debbie Laudermilk is adopted by the Central Health Board of Managers, the resolution is presented to Commissioners Court. If the Court approves the resolution supporting the nominations, a copy of the nominating resolution will be forwarded to the CUC.

The Central Health Board of Managers has authorized the presentation of these nominations to Commissioners Court for approval. Back up documentation includes the signed resolution of the Central Health Board of Managers, the letter from the CUC, the resumes of each nominee, and a resolution of the Travis County Commissioners Court for approval.

RESOLUTION OF TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH BOARD OF MANAGERS NOMINATING CAROLYN KONECNY TO SERVE ON THE TOBACCO SETTLEMENT PERMANENT TRUST ACCOUNT ADMINISTRATION ADVISORY COMMITTEE AND DEBBIE LAUDERMILK TO SERVE ON THE TOBACCO SETTLEMENT PERMANENT TRUST ACCOUNT INVESTMENT ADVISORY COMMITTEE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, the Travis County Healthcare District d/b/a Central Health (the “Central Health”) was created by the voters of Travis County, Texas on May 15, 2004, to assume the constitutional and statutory authority and duty to provide or arrange for the provision of medical and hospital services to indigent and needy persons residing in Travis County; and

WHEREAS, the Commissioners Court of Travis County, Texas, (the “Commissioners Court”) has authority under the Texas Health and Safety Code Chapter 281 to approve Central Health’s budget and set Central Health’s *ad valorem* tax rate; and

WHEREAS, Central Health submits a claim and receives funds from the Tobacco Settlement Permanent Trust Account for Central Health and its partners, including Travis County and Brackenridge Hospital; and

WHEREAS, the Texas Conference of Urban Counties has informed Central Health that Central Health is eligible to nominate candidates to the Tobacco Settlement Permanent Trust Account Administration Advisory Committee (the “Administration Committee”), and the Tobacco Settlement Permanent Trust Account Investment Advisory Committee (the “Investment Committee”), as Central Health was one of the ten entities that received the third through the twelfth greatest distribution amounts from the tobacco settlement trust in 2007; and

WHEREAS, the Texas Conference of Urban Counties has identified three important criteria for appointment to the committees:

- (1) an absolute commitment to attend all committee meetings;
- (2) the Investment Committee nominee should have experience with institutional investment; and
- (3) the Administration Committee nominee should have experience with the operations and finance of public hospitals, hospital districts and counties in regards to health care expenditures.

WHEREAS, Debbie Laudermilk as the Travis County Investment Manager and Carolyn Konecny as CommUnityCare Chief Financial Officer have the required experience to serve on the Committees and agree to attend Committee meetings;

NOW, THEREFORE, on September 7, 2011, the Central Health Board of Managers on a motion by _____, and seconded by _____, nominates Carolyn Konecny to serve on the Tobacco Settlement Permanent Trust Account Administration Advisory Committee and Debbie Laudermilk to serve on the Tobacco Settlement Permanent Trust Account Investment Advisory Committee and authorizes the Central Health President and CEO to present these nominations to the Travis County Commissioners Court for approval.

Voting in favor of the motion:

Tom Coopwood, MD., Chairperson

Rosie Mendoza, Vice-Chairperson

Brenda Coleman-Beattie, Secretary

Frank Rodriguez, Treasurer

Clarke Heidrick, Manager

Anthony Haley, Manager

Katrina Daniel, Manager

Rebecca Lightsey, Manager

Lynne Hudson, Manager

RESOLUTION OF THE TRAVIS COUNTY COMMISSIONERS COURT APPROVING THE CENTRAL HEALTH'S NOMINATION OF CAROLYN KONECNY TO SERVE ON THE TOBACCO SETTLEMENT PERMANENT TRUST ACCOUNT ADMINISTRATION ADVISORY COMMITTEE AND DEBBIE LAUDERMILK TO SERVE ON THE TOBACCO SETTLEMENT PERMANENT TRUST ACCOUNT INVESTMENT ADVISORY COMMITTEE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

WHEREAS, the Travis County Healthcare District d/b/a Central Health (“Central Health”) was created by the voters of Travis County, Texas on May 15, 2004, to assume the constitutional and statutory authority and duty to provide or arrange for the provision of medical and hospital services to indigent and needy persons residing in Travis County; and

WHEREAS, the Commissioners Court of Travis County, Texas, (the “Commissioners Court”) has authority under the Texas Health and Safety Code Chapter 281 to approve Central Health’s budget and set Central Health’s *ad valorem* tax rate; and

WHEREAS, Central Health submits a claim and receives funds from the Tobacco Settlement Permanent Trust Account for of Central Health and its partners, including Travis County and Brackenridge Hospital; and

WHEREAS, the Texas Conference of Urban Counties has informed Central Health that Central Health is eligible to nominate candidates to the Tobacco Settlement Permanent Trust Account Administration Advisory Committee (the “Administration Committee”), and the Tobacco Settlement Permanent Trust Account Investment Advisory Committee (the “Investment Committee”), as Central Health was one of the ten entities that received the third through the twelfth greatest distribution amounts from the tobacco settlement trust in 2007; and

WHEREAS, the Texas Conference of Urban Counties has identified three important criteria for appointment to the committees:

- (1) an absolute commitment to attend all committee meetings;
- (2) the Investment Committee nominee should have experience with institutional investment; and
- (3) the Administration Committee nominee should have experience with the operations and finance of public hospitals, hospital districts and counties in regards to health care expenditures.

WHEREAS, Central Health Board of Managers has nominated Carolyn Konecny to serve on the Tobacco Settlement Permanent Trust Account Administration Advisory Committee and Debbie Laudermilk to serve on the Tobacco Settlement Permanent Trust Account Investment Advisory Committee; and

WHEREAS, pursuant to Section 12.137 of the Texas Health and Safety Code, the Commissioners Court is required to approve Central Health's nominations because the Court sets Central Health's tax rate; and

WHEREAS, Debbie Laudermilk as the Travis County Investment Manager and Carolyn Konecny as CommUnityCare Chief Financial Officer have the required experience to serve on the Committees and agree to attend Committee meetings;

NOW, THEREFORE, on September 13, 2011, the Travis County Commissioners Court on a motion by _____, and seconded by _____, approve Central Health's nominations of Carolyn Konecny and Debbie Laudermilk.

Voting in favor of the motion:

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4



August 22, 2011

Chairman
Commissioner
Mike Cantrell
Dallas County

Chair Elect
Commissioner
Eddie Arnold
Jefferson County

Immediate Past Chair
Judge
Mike Bradford
Midland County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Bobbie Mitchell
Denton County
Judge Veronica Escobar
El Paso County
Comm. Fred Nardini
San Patricio County
Judge Dan Gattis
Williamson County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
Ector ~ El Paso
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Smith
Tarrant ~ Travis
Webb ~ Williamson
Wise

To: Ms. Patricia Young, CEO Travis County Hospital District

From: Donald Lee, Executive Director

CC: Honorable Sam Biscoe, Travis County Judge
Honorable Ron Davis, Travis County Commissioner, Pct. 1
Honorable Sarah Eckhardt, Travis County Commissioner, Pct. 2
Honorable Karen Huber, Travis County Commissioner, Pct. 3
Honorable Margaret Gomez, Travis County Commissioner, Pct. 4

Re: **Tobacco Settlement Permanent Trust Account - Invitation to Nominate**

Travis County Hospital District, in conjunction with the Travis County Commissioners Court, is invited to nominate a candidate for appointment to the Tobacco Settlement Permanent Trust Account Administration Advisory Committee and a candidate for appointment to the Tobacco Settlement Permanent Trust Account Investment Advisory Committee. The pending appointments will fill one of four expired terms on each committee. The new terms will expire August 31, 2017.

Eligible to nominate candidates to the advisory committee are the 10 entities that received the 3rd through 12th greatest distribution amounts from the tobacco settlement trust in 2010. Travis County Hospital District is one of these entities.

These are important committees. These committees work in concert to provide oversight and adopt rules regarding annual distributions from the earnings of the Tobacco Settlement Permanent Trust Account.

The 76th Texas Legislature created the Tobacco Settlement Permanent Trust Account as a cooperative project between the Texas Department of Health (now DSHS) and the State Comptroller of Public Accounts in order to provide county hospitals, hospital districts, and public hospitals payments from the Tobacco Settlement Permanent Trust Account.

The Department of State Health Services collects reports from counties and hospital districts that identify the unreimbursed health care expenditures of each entity. That data is used to apportion the distribution of tobacco settlement funds to each entity. The Administration Advisory Committee is responsible for writing the rules by which entities report expenditures, and annually reviews the results of audited expenditure statements. The Committee in essence determines what is and is not an eligible expenditure.

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Ms. Patricia Young, CEO Travis County Hospital District

August 22, 2011

Page 2 of 2

The Investment Advisory Committee is responsible for overseeing the investment and management by the Texas Comptroller of over \$2 billion in tobacco settlement funds held in trust for Texas counties, hospital districts and public hospitals. In order for Texas counties to receive distributions, the committee must meet and conduct certain business each year.

The Urban Counties has three criteria of paramount importance when looking to make these appointments:

1. An absolute commitment to attend all committee meetings, including the fall meetings which have been scheduled for October;
2. The nominee to the Investment Committee should have experience with institutional investing; and
3. The nominee to the Administration Committee should have experience with the operations and finances of public hospitals, hospital districts and counties in regards to health care expenditures.

Nominations must be received by 5 p.m. on Friday, September 30th, 2011. Appointments will be made prior to the October Meetings.

Please forward a copy of your nominating resolutions along with a resume and contact information for each nomination to us prior to Friday, September 30, 2011.

Please feel free to contact me if I can provide any additional assistance on this matter. I can be reached at 512.476.6174.

Deborah A. Lauder milk, MBA

Summary: Investor/Financial Communications Professional with extensive experience in investor relations, investment analysis and management, treasury management, budgeting and forecasting. Skilled at targeting appropriate audiences, building relationships, articulating and integrating corporate objectives with investment criteria essential to enhancing shareholder value. Expertise in:

- Directing communication and advancement of corporate vision, strategy & goals
 - Effective targeting of appropriate investor base
 - Building outstanding internal & external relationships through communication & respect
 - Investment due diligence & compliance
-

Professional Experience

Investor Relations

Designed and implemented a focused investor communications plan.

Advised management on financial market performance, trends and perceptions, including appropriate metrics for overall company and business units.

Developed strategy and tactics to ensure that consistent corporate business and financial objectives were articulated to the financial community and media.

Guided management on changes in financial disclosure policies and best-practice issues.

Coordinated and produced presentations for quarterly earnings conference calls and shareholder meetings.

Oversaw and prepared financial communication material

- Created financial press releases, road-shows, and shareholder presentations.
- Authored financial portions and provided investment perspective in development of annual report and proxy.

Built meaningful investor base through effective strategic targeting and marketing

- Analyzed institutional investor database, targeting investors whose investment criteria was in alignment with the company's financial goals.

Implemented strategies to broaden shareholder/Wall Street interest.

Managed sell-side coverage

- Increased coverage and initiated targeting and recruitment of additional coverage.

Produced corporate governance policies and employee communication plan.

Investment

Designed and managed a Mid-Cap equity growth portfolio to diversify the asset base of the pension fund

- Successfully managed an equity portfolio from inception to \$1.8 billion in assets
- Presented quarterly strategy overview and performance measurement evaluation to senior executives and board of directors

Performed due diligence of investments, evaluating industries and companies including energy companies, making buy & sell decisions based on analysis, incorporating strategic goals.

Constructed models to track and evaluate investment criteria for each company within its sector and for portfolio analysis and performance measurement relative to investment benchmarks.

Developed and conducted educational investment seminar

- Coordinated and managed presentations of investment professionals
- Provided comprehensive review of investment department
- Improved communication between departments & increased marketing capabilities

Supervised and trained analytical staff, including new equity portfolio manager.

Strengthened reporting capabilities and documentation of performance.

Financial Analysis, Planning & Management

Prepared budgets and forecasted needed revenue growth to meet financial goals.

Determined day-to-day and long-term cash needs, strategically and operationally.

Invested cash to meet future corporate needs.

Performed credit analysis & evaluated potential strategies to optimize the company's financial position.

Managed syndication of credit facilities and developed relationships with potential banks interested in the company's financing needs.

Evaluated companies' business units to determine internal rate of return, establishing hurdle rates and researched cost saving alternatives.

Developed appropriate metrics for measuring business performance and made oral and written recommendations to management and with constant monitoring of these evaluations.

Analyzed financials and product strategy of industry peers and created models to monitor data.

Banking

Assess credit/business needs, profitability & risk of commercial clients, develop plans & strategies to achieve corporate goals, providing market perspective and relative impact on the customer.

Marketing to potential corporate customers, building long-term strategies to grow relationships and evaluation of additional services that would help clients better manage financial needs.

Employers

Investment Manager	Travis County	5/2009-Present
Investor Relations Consultant	Active Power	1/2009 - 5/2009
IR/Financial Consultant	DUAL Consulting	6/2007- 5/2009
Director, Investor Relations	Golfsmith	6/2006-6/2007
Investor Relations Specialist	SigmaTel, Inc.	2005 - 6/2006
Financial - Relationship Manager	Compass Bank	2002 - 2004
Investor Relations Manager	Silicon Laboratories, Inc.	2000 - 2002
Treasury Manager - Financings	Temple-Inland Inc.	1998 - 2000
Portfolio Mgr/Investment Officer	Teacher Retirement System of TX	1988 - 1997
Equity Analyst	Teacher Retirement System of TX	1979 - 1988

Education

Master of Business Administration, Management - St. Edward's University, Austin, Texas

Bachelor of Business Administration, Finance/International Business - University of TX, Austin

Professional Organizations

Advisory Board Member - Texas Term Local Government Investment Pool, 2010 - Present

Board Member - Government Treasurer's Organization of Texas, 2010 - Present

Education Committee - Austin Chapter of Texas Wall Street Women

Board Member - Austin-San Antonio NIRI, 2002-2008

Chairman Philanthropy Committee - Silicon Labs, 2000-2002

AIMR Governance Task Force, 1994 - 1995

President and Chairman of Austin Society of Financial Analysts, 1993 - 1994

CAROLYN KONECNY

QUALIFICATIONS

Over 20 years experience in hospital financial management both in proprietary and non-profit. Demonstrated experience in cash and receivables management, budgeting, financial analysis, strategic planning and cost report preparation. Well organized with the ability to manage multiple projects and meet deadlines. Good communication and presentation skills. Computer literate.

PROFESSIONAL EXPERIENCE

Travis County Healthcare District(Central Health), Austin, TX **9/05 – Present**

New entity that began operation in October 2004

Chief Financial Officer-CommUnityCare (20 location FQHC system formerly operated by the City of Austin, affiliated with Central Health) **March 10-Present**

- Responsible for all financial functions related to clinic operations, including financial reporting, billing and collections, and purchasing

Chief Financial Officer-Travis County Healthcare District **Sept 05-March 10**

- Responsible for all financial functions related to the District
- Projects include establishing processes and procedures, evaluating and implementing information systems and participating in strategic planning

Dynacq Healthcare, Inc., Houston, TX **4/05-9/05**

Director of Development/Special Projects

- Responsible for preparation of proposals for new hospital projects and business lines, including preparation of financial feasibility analysis. In addition, assist hospitals with special projects and resolving problems.

Doctors Hospital Tidwell & Parkway, Houston, TX (101 bed FP Healthplus facility) **11/00 - 4/05**

Chief Operating Officer, 7/04 – 4/05

Chief Financial Officer, 12/02 – 7/04

Controller, 11/00 – 12/02

- Promoted to Chief Operating Officer in July 2004. Responsible for Cardiopulmonary, dietary, Plant Operations, Laboratory, Physical Therapy, and Radiology
- Promoted to Chief Financial Officer in December, 2002. Responsible for Accounting, Business Office, Health Information Management, Information Systems, Materials Management and Case Management. Prior to promotion served as Controller, responsible for all accounting functions.
- Completion of 4 external audits with minimal supervision
- Perform daily cash management in a critical environment

Harris County Hospital District, Houston, TX **2/00 – 11/00**

Director of Patient Business Services (A 3 hospital NFP System)

- District Director for registration at Ben Taub, Lyndon Johnson General & Quentin Mease.
- Responsible for accurate and timely patient registration, patient valuables, birth and death certificate processing.
- Manage approximately one hundred employees.

Northeast Medical Center Hospital, Humble, TX**11/93 – 10/99**

(Northeast Medical Center is a 237 bed non profit hospital with a Cancer Center and three minor emergency centers located in surrounding communities. The medical center has 900 employees and gross revenue of two hundred million. A non profit fund raising foundation is operated by the medical center as well as a Physician Hospital Organization.)

Chief Financial Officer

- Originally hired as Director of Fiscal Services, responsible for Accounting for Northeast Medical Center and Northeast Hospital Foundation.
- Promoted to Chief Financial Officer in May 1995 and areas of responsibility expanded to include Accounting, Business Office, Management Information Services, Managed Care Contracting, Medical Records, and Materials Management. Responsible for preparing the facility budget and Medicare cost report.
- Participate in the administrative call rotation.
- Instrumental in organizing and preparing strategic plan.
- Refinanced all outstanding bond indebtedness for present value interest savings of \$2M

Coast Medical Center (Healthtrust), Wharton, TX 12/87 – 12/93

Chief Financial Officer *(161 bed Healthtrust/Columbia/Triad facility)*

- Key member of the management team that developed the strategic plan to establish Gulf Coast as a regional medical center. This included conversion of two unused Medical/Surgical wings to PPS exempt Rehabilitation and Psychiatric units.
- Opened a skilled nursing unit to assist in management of Medicare contractual allowances.
- Prepared proposals for a Cardiac Catherization Lab (11/91) and a hospital based Cancer Center (May, 1992).
- Prepared pro-forma on acquisition of competitor, El Campo Memorial Hospital and also served as CFO for that hospital after acquisition.

American Healthcare Management**4/85 – 10/87**

Sharpstown General Hospital, Houston TX *(A 2 campus FP facility)*

Hospital ownership: Humana, American Healthcare, OrNda and currently Tenet.

Controller

- Similar responsibilities as above. Also managed the computer conversion from Humana system to SAI.

Humana, Inc.**6/77 – 4/85**

Humana Hospital-Clear Lake, Webster TX (Currently HCA)

Assistant Executive Director Finance Humana Hospital-Clear Lake, Webster TX (Currently HCA)

- Began as a part time employee in the Business Office and later entered Humana's Financial Specialist program
- Worked at several different Humana hospitals with increasing levels of responsibility with the final position as Assistant Executive Director Finance at Humana Hospital-Clear Lake.

EDUCATION

Texas A&M University, 1977

B.B.A. Finance



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 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 Notice of Intent from to Renew Interlocal Agreement for an Emergency Shelter for Homeless Women and Children between the City of Austin and Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On April 1, 2011, the lease agreement for the Emergency Shelter for Homeless Women and Children between the City of Austin and Travis County expired. Since then, the shelter has continued to operate and is in need of repair. The City of Austin forwarded a Notice of Intent to Renew to the County. In anticipation of the Court's action, the City has earmarked funding for the repairs to the structure. The City is also on record as intending to exercise its option to renew the lease on the property but need acknowledgement from the Court before proceeding.

STAFF RECOMMENDATIONS:

Upon review by the County Attorney's office, Staff recommends that the Court authorize the County Judge to sign the Notice of Intent indicating that the Court is willing to proceed with renewal of the lease.

ISSUES AND OPPORTUNITIES:

For over 10 years, the Travis County and the City of Austin have operated

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



Travis County Commissioners Court Agenda Request

under agreement for the provision of emergency shelter for homeless women and children on land owned by Travis County. The location was leased to the City of Austin at no cost for this purpose. The lease provides for 2 additional 5-year termed renewals. Through a contract with Salvation Army, the City has been able to maintain a shelter that operates at maximum capacity (60 beds) providing basic needs, case management, and specialized counseling services. Over the past year contract, the City has reported that the agency sheltered 322 unduplicated clients and managed to move 89% of those clients into safe and stable housing.

Currently, the structure is in need of replacement of its air conditioning system and plumbing repair. City officials would like to have these repairs authorized by the Court before engaging a contractor at the City's expense.

On August 9, 2005, the Court approved modifications to the property.

FISCAL IMPACT AND SOURCE OF FUNDING:

Approval of this request will not increase the Travis County budget.

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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.



City of Austin

OFFICE OF REAL ESTATE SERVICES

Real Estate Services

505 Barton Springs Rd. Ste. 1350, Austin, Texas 78704

(512) 974-7090, Fax (512) 974-7088

October 22, 2010

Judge Samuel T. Biscoe
County Judge - Travis County
P.O. Box 1748
Austin, Texas 78767

RE: Interlocal Agreement for an Emergency Shelter for Homeless Women and Children

Dear Judge Biscoe,

Enclosed please find a Notice of Intent to Renew Interlocal Agreement for an Emergency Shelter for Homeless Women and Children between the City of Austin and Travis County. The initial ten year term of the Agreement is scheduled to terminate on March 31, 2011, and the Agreement provides that it is subject to renewal for two additional five year terms at the option of the City and County. The renewal term would commence upon the expiration of the current term on April 1, 2011, and continue through March 31, 2016.

The Agreement provides that, after notice by the City of its desire to renew the term of the Agreement, the County shall determine whether it is satisfied with the operation of the Emergency Shelter and notify the City whether it is willing to renew the Agreement before December 12, 2010.

In addition to the exercise of this renewal opportunity, the City is interested in clarifying certain aspects of the Agreement, determining the feasibility of enlarging the facilities within the Emergency Shelter property, and extending the potential term of the Agreement beyond the two available remaining five year terms.

CITY OF AUSTIN, TEXAS

By: Lauraine Rizer
Lauraine Rizer
Real Estate Officer

Date: 10-26-10

Approved as to Form:

Gordon R. Bowman
Gordon R. Bowman
Assistant City Attorney

cc: Barbara Wilson, Assistant County Attorney
Vince Cobalis, City of Austin
Susan Gehring, City of Austin

NOTICE OF INTENT TO RENEW INTERLOCAL AGREEMENT FOR
EMERGENCY SHELTER FOR HOMELESS WOMEN AND CHILDREN
BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN

STATE OF TEXAS

COUNTY OF TRAVIS

This Notice of Intent to Renew Interlocal Agreement is made by the City of Austin, Texas (the "City"), to Travis County, Texas (the "County"), for the purposes recited herein.

WHEREAS, the City and the County entered into an Interlocal Agreement for an Emergency Shelter for Homeless Women and Children, effective as of April 1, 2001, which agreement is incorporated herein by reference and made apart hereof (the "Agreement"); and

WHEREAS, the current term of the Agreement is scheduled to terminate on March 31, 2011; and

WHEREAS, the Agreement provides that it is subject to renewal for two additional five year terms at the option of the City and County; and

WHEREAS, the City desires to renew the Agreement for an additional five-year term beginning upon the expiration of the current term on April 1, 2011, and continuing through March 31, 2016, as provided in the Agreement; and

WHEREAS, the Agreement provides that, after notice by the City of its desire to renew the term of the agreement, the County shall determine whether it is satisfied with the operation of the Emergency Shelter and notify the City whether it is willing to renew this Agreement before December 12, 2010;

NOW, THEREFORE, the City hereby notifies the County of its desire to renew the term of the Agreement.

CITY OF AUSTIN, TEXAS

By: Lauraine Rizer
Lauraine Rizer
Real Estate Officer

Date: 10-26-10

Approved as to Form:

Gordon R. Bowman
Gordon R. Bowman
Assistant City Attorney

**Hand delivered to Travis County Judge's Office and to the Transactions Division of the
Travis County Attorney's Office Attention: Barbara Wilson**

**Premises considered, the County hereby notifies the City that it is willing to renew the
Agreement.**

TRAVIS COUNTY, TEXAS

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

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 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 blue ink, which appears to be "Leroy Nellis", is written over the printed name of the elected official.

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 by Tuesdays at 5:00 p.m. for the next week's meeting.

BUDGET AMENDMENTS AND TRANSFERS

FY 2011

9/13/2011

TRANSFERS

BA#	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1	501	1413	635	0701	Facilities	Reg.Salaries-Permnt Empl		\$ 63,000	1
	501	1413	635	4801	Facilities	Utilities	\$ 50,000		
	501	1413	635	5007	Facilities	Repairs-Other Equipment	\$ 13,000		




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst 

DATE: September 1, 2011

RE: Request by Facilities Management Department to Transfer Exposition Center Fund (Fund 501) Salary Savings to Cover Utilities and Emergency Repairs through the End of the Fiscal Year

FMD is requesting to transfer and use \$63,000 in temporary salary savings in the Exposition Center Fund (Fund 501) to operating line items for expected utility expenses and possible emergency repairs. Given the extreme heat this summer, higher than budgeted utility costs can be expected.

If approved, PBO will update its end of year expenditure estimates for the County Auditor's Fifth Revenue Estimate to ensure that these one-time salary savings are accounted as being spent rather than falling to ending fund balance. PBO recommends approval of this transfer.

cc: Leroy Nellis, Jessica Rio, PBO
Roger El Khoury, Lloyd Evans, Amy Draper, FMD
Steve Manilla, Carol Joseph, Cynthia McDonald, TNR



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: Expo General
File: 102

TO: Leroy Nellis, County Executive, Planning and Budget Office

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

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

DATE: September 1, 2011

SUBJECT: Funding Issue – Exposition Center – Operating Shortfall

Facilities Management Department (FMD) requests your assistance in obtaining approval to use salary savings from the Exposition Center personnel account to cover projected shortfalls in the Exposition Center operating accounts. Specifically, we anticipate needing an additional \$50,000 in the utility line item for the September invoice and the FY11 accrual. Also, requesting that \$13,000 be transferred to the Repairs, Other Equipment line item to be available as needed for emergencies with the HVAC chillers, refrigeration units or other equipment items. Currently the Exposition Center has projected salary savings of \$130,000 which can be applied to this total request of \$63,000. FMD has loaded budget adjustment # 28802 into the system for this request.

Please direct any questions on this request to John Carr at 44772 or Amy Draper at 49040. Thank you for your assistance with this request.

AM **COPY TO:**

Amy Draper, CPA, Financial Manager, FMD
Lloyd Evans, Maintenance Division Director, FMD
Diana Ramirez, Senior Budget Analyst, PBO

Budget Adjustment: 28802

Fyr_ Budget Type: 2011-Reg

Author: 14 - DRAPER, AMY

Created: 9/1/2011 2:18:48 PM

PBO Category: Transfer

Court Date: Tuesday, Sep 13 2011

Dept: FACILITIES MANAGEMENT

Just: Other

Transfer salary savings to utilities and other operating accounts at Expo

From Account	Acct Desc	Project	Proj Desc	Amount
501-1413-635-0701	REG SALARIES-PERMNT EMPL			63,000
				63,000
To Account		Project		Amount
501-1413-635-4801	UTILITIES			50,000
501-1413-635-5007	REPAIRS - OTHER EQUIPMENT			13,000
				63,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	9/2/2011 06:23:46 AM
DepOffice	14	AMY DRAPER	9/2/2011 06:23:47 AM

Baraniq 9/2/11
Gregg Hillis 9/6/11

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

Amount	Dept Transferred Into	Date	Explanation
\$8,953,199			Beginning Balance
			Part of Ctr for Child Protection contract not 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
\$5,461	Various	9/2/2011	Canceled Purchase Orders
\$5,130,832	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$57,465)	Receptionist Position Related Auditor's Office in the 700 Lavaca Building
(\$200,000)	Transition Planning
(\$2,496)	ACC Internship Program
(\$200,000)	Television Cable Service for Travis County
(\$185,439)	Family Drug Treatment Court
(\$184,727)	Drug Court Grant Reserves
(\$21,060)	Cadaver Contract Increase
(\$57,137)	DWI Court Program
(\$20,000)	HAZMAT Allocated Reserves
(\$19,240)	Landfill Leachate Discharge Abatement & Priority 2
(\$25,000)	Cash Match for MHPD Expansion grant
(\$51,494)	MHPD FY 11 Continuation funding
(\$200,000)	Managed Print Services
(\$255,000)	Workforce Development Pilot Programs
(\$300,000)	Indigent Attorney Fees for Capital Cases
(\$175,000)	Special Election for Senator Wentworth
(\$1,954,058)	Total Possible Future Expenses (Earmarks)

\$3,176,774 Remaining Allocated Reserve Balance After Possible Future Expenditures

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

Amount	Dept Transferred Into	Date	Explanation
\$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
\$93,851 Current Reserve Balance			

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

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

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

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

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

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

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

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
\$1,907,322 Current Reserve Balance			

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

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

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$48,595,756 (\$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
\$43,534	Various	9/2/11	Reimbursement Resolution for FY 11 Capital Equipment Purchases
\$48,595,756 Current Reserve Balance			

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

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



Travis County Commissioners Court Agenda Request

Meeting Date: 9/13/2011

Prepared By/Phone Number: Randall Loft, Budget Analyst, 854-9726

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE: Requested Text: Consider and take appropriate action on setting the Calendar Year 2012 Sheriff's and Constables' Fee Schedule

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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca St.
Suite 1560
Austin, Texas 78701

MEMORANDUM

TO: Members of Commissioners Court

FROM: Randy Lott, Budget Analyst 

DATE: September 6, 2011

RE: Setting Fees Charged by the Constables and Sheriff of Travis County in 2012

Under Section 118.131 of the TEXAS LOCAL GOVERNMENT CODE, the Commissioners Court must set the fees to be charged for services by the offices of the Sheriff and Constables before October 1 of each year to be effective January 1 of the following year. For calendar year 2012, based on input from the Constable and Sheriff's offices, there are no recommended changes to the fee schedule.

I have attached a copy of a recommended order and schedule of fees for your review and consideration. These documents have been reviewed by the County Attorney's Office and Auditor's Office. If you have any questions or comments, please call me at 854-9726.

cc: Danny Thomas, Constable, Precinct 1
Adan Ballesteros, Constable, Precinct 2
Richard McCain, Constable, Precinct 3
Maria Canchola, Constable, Precinct 4
Bruce Elfant, Constable, Precinct 5
Greg Hamilton, Sheriff
Leroy Nellis, Travis Gatlin, PBO
David Jungerman, Carolyn Damron, County Auditor's Office
Jim Connolly, Assistant County Attorney

**SCHEDULE OF FEES TO BE CHARGED
FOR SERVICES† BY THE OFFICES OF THE SHERIFF
AND CONSTABLES OF TRAVIS COUNTY IN 2012
*Effective January 1, 2012***

CITATION (County and District Court)	\$ 70.00
CITATION (Small Claims and Justice Court)	70.00
CITATION (Probate, by posting)	70.00
SUBPOENA (Civil)	70.00
SUMMONS (Civil)	70.00
FORCIBLE DETAINER	70.00
INJUNCTION	105.00
TURNOVER ORDER*	105.00
WRIT OF EXECUTION*	205.00
ORDER OF SALE*	205.00
TEMPORARY RESTRAINING ORDER	105.00
WRIT OF POSSESSION	150.00
PROTECTIVE ORDER (to be charged to respondent)	130.00
WRIT OF ATTACHMENT	145.00
WRIT OF SEQUESTRATION	145.00
WRIT OF GARNISHMENT	105.00
DISTRESS WARRANT	205.00
WRIT OF RE-ENTRY	150.00
PROPERTY CODE SHOW CAUSE ORDER	70.00
OTHER WRITS	105.00
MENTAL/ALCOHOL/DRUG COMMITMENT	15.00
PEACE BOND	15.00
POSTING WRITTEN NOTICE (each)	55.00
TAKING AND APPROVING BOND	30.00
EXECUTING A DEED	30.00
EXECUTING A BILL OF SALE	30.00
CRIMINAL RECORD/WARRANT LETTER	15.00

(†) The fees listed above apply to an unsuccessful attempt to provide this service as well as a successful attempt.

(*) County *commission* due based on percent of monies collected is 10% of 1st \$20,000; and 4% of amounts greater than \$20,000.

For a Writ of Possession served which exceeds two hours and for Writs served out of county that exceed two hours, an additional fee of \$50/hour/deputy is required for an officer to perform the service.

Other fees: Issuance, renewal or reinstatement of Alarm Permit: Residential, \$25.00; Commercial, \$50.00. Response to false alarm, if more than five false alarms have occurred within the preceding 12-month period, \$75.00. Sexually Oriented Businesses: Initial registration for exemption, \$50.00; Renewal of exemption, \$25.00; Initial or renewal application for Sexually Oriented Business License, \$500.00; Initial or renewal application for Operator's License, \$50.00; issuance of duplicate registration or license, \$15.00.

Approved by Travis County Commissioners Court on September 13, 2011.

TRAVIS COUNTY, TEXAS

BY: _____
Samuel T. Biscoe, Travis County Judge

**ORDER OF THE COMMISSIONERS COURT
SETTING FEES TO BE CHARGED BY THE OFFICES
OF THE SHERIFF AND CONSTABLES IN 2012**

STATE OF TEXAS

COUNTY OF TRAVIS

Pursuant to Section 118.131 of the TEXAS LOCAL GOVERNMENT CODE, it is hereby ORDERED that the fees to be charged for services by the offices of the Sheriff and Constables of Travis County in 2012 be and the same are hereby set in the amounts set out in the Schedule of Fees to Be Charged for Services by the Offices of the Sheriff and Constables of Travis County in 2012 which is attached hereto and made a part hereof.

ORDERED THIS 13th DAY OF SEPTEMBER 2011.

TRAVIS COUNTY COMMISSIONERS COURT


Samuel T. Biscoe, County Judge

**Ron Davis
Commissioner, Precinct One**

**Sarah Eckhardt
Commissioner, Precinct Two**

**Karen Huber
Commissioner, Precinct Three**

**Margaret Gómez
Commissioner, Precinct Four**

S U S A N	C O M B S	TEXAS COMPTROLLER <i>of</i> PUBLIC ACCOUNTS P.O. Box 13528 • AUSTIN, TX 78711-3528	

July 15, 2011

County Clerk
Travis County
P.O. Box 149325
Austin, Texas 78714-9325

RECEIVED
COUNTY JUDGE'S OFFICE
11 JUL 18 PM 1:04

Dear County Clerk:

Our office is in the process of compiling the *2012 Sheriffs' and Constables' Fees* report as required under Local Government Code Section 118.131. This law requires each commissioners court to set fees charged for civil services by the offices of the sheriff and constables and directs that these fees be reported to the Comptroller.

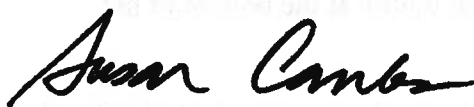
By law, each year these fees must be set before Oct. 1 and reported to the Comptroller's office no later than Oct. 14. We will compile and publish the report, and the new fees become effective on Jan. 1, 2012. Failure to meet this deadline will result in 2011 fees remaining in effect throughout 2012.

Enclosed are instructions for reporting the 2012 fees to our office. To review and file your county's revised fees, please use the following digit access ID code to gain access 74832915. Please complete the *2012 Sheriffs' and Constables' Fees* report electronically by Oct. 14, 2011.

The *2012 Sheriffs' and Constables' Fees* report will be available on our Texas Ahead website at www.texasahead.org/lga/sheriffs on Jan. 1, 2012.

If you need assistance completing the report, please contact Annette Holmes of our Local Government Assistance Division by email at annette.holmes@cpa.state.tx.us or by phone at 1-800-531-5441, ext. 5-3792.

Sincerely,



Susan Combs

Enclosure

cc: The Honorable Samuel T. Biscoe
Annette Holmes, LGA Regional Representative

Sheriffs' and Constables' Fees Update Due by Oct. 14, 2011

ATTENTION: County Judge and Commissioners Court

Changes to your Sheriffs' and Constables' fees for 2012, as authorized by Local Government Code Section 118.131, must be submitted to the Comptroller's office no later than Oct. 14, 2011. To meet this deadline and to comply with the law, you must:

- place this item on your commissioners court meeting agenda
- adopt the fees before Oct. 1, 2011

ATTENTION: County Clerk

To report your 2012 fees, go to www.texasahead.org/lga/sheriffs and click on the blue "Report Fee Updates" button. This will bring up the Sheriffs' and Constables' Fees reporting tool. Enter the access code listed on the enclosed letter and select Submit. The new page will list current fees that are in effect for your county.

- If there are no changes, please indicate by marking "**Submit With No Fee or Address Changes.**"
 - Enter the required information and submit.
- OR**
- If the commissioners court adopted changes on or before Oct. 1, 2011, please indicate by marking "**Submit With Fee or Address Changes.**"
 - Please enter the required information and use the submit button to go to the next page.
 - Change or add any new fees your county may have adopted for 2012.
 - Use the tool bar located above the list of fees to add new fees or to change the address and/or phone number that you want to appear in the online report.
 - When all changes have been completed, use the submit button at the bottom of the page.

Thank you for your assistance with this matter. If you have questions, please contact your regional representative by email at annette.holmes@cpa.state.tx.us or by phone at 1-800-531-5441, ext. 5-3792.



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 2011

Prepared By/Phone Number:

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 Fiscal Year 2012 Budget Rules.

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 by Tuesdays at 5:00 p.m. for the next week's meeting.




PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

Back-Up to Budget Rules Agenda Item on September 13

September 7, 2011

TO: The Members of Commissioners Court

FROM: Jessica Rio, Assistant Budget Director 

RE: FY 12 Budget Rules

Every year as part of the budget process, PBO drafts for Commissioners Court approval a set of Budget Rules for the County. PBO has reviewed the current Budget Rules and has consulted with and received comments from the County Auditor's Office as well as the County Attorney's Office. PBO is requesting that the Commissioners Court review the proposed FY 12 Budget Rules on September 13th, 2011. However, PBO recommends that any action wait until September 20th to allow for review by the Commissioners Court and all County departments. I have attached the Budget Rules with the proposed changes for your review.

The changes for FY 12 are summarized below. The main objective for the FY 12 Budget Rules is to provide sufficient flexibility for the County to transfer from the current SunGard H.T.E. System to a new SAP Financial System. PBO welcomes any thoughts or comments that Commissioners Court and departments have on improving the budget rules.

FY 12 Proposed Changes:

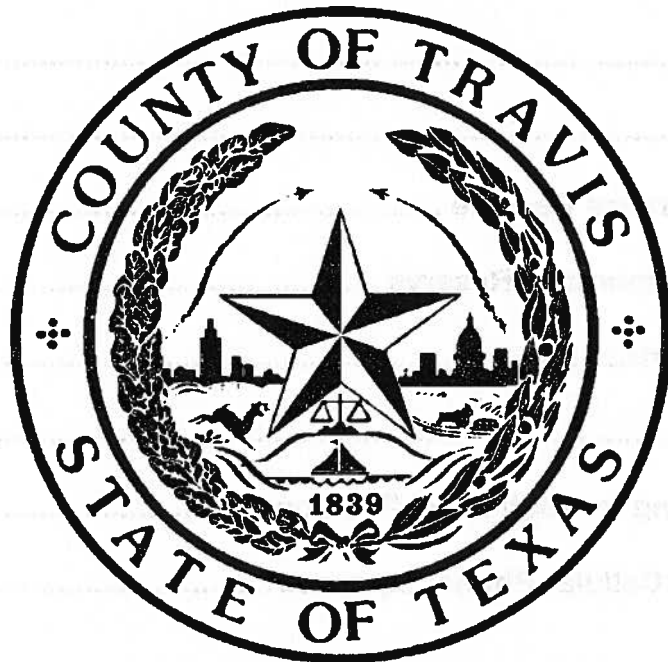
- A new budget rule has been added, Budget Rule #3 "Budget Control is Authorized at the Office/Department Level. Budget is Managed at the Level Supported by the Automated Financial System". This rule allows for the change from the current H.T.E. budget control being at the line item level to the budget control groups under the new SAP system.
- In SAP, the County plans to use the United States General Services Administration (GSA) domestic per diem rates, which will vary with the location of the travel destination. Offices and departments have the ability to establish a lower rate than the GSA rates; however, enforcement of the lower rate will reside with the office or department.
- Additional language has been included that allows the County Auditor to automatically liquidate outstanding encumbrances for purchase orders (including travel reimbursements) that are deemed "completed" (i.e. all items have been received, invoiced, and payment for the full expenditure has been forwarded to the provider).

- Increased flexibility on personnel transfers including temporary salaries, overtime in unusual situations and advertising for vacant slots for departments that advertise positions independently from HRMD.
- An acknowledgement that part of TCSO's overtime budget is in a special reserve for FY 12.
- Increased flexibility for food and beverage purchases for emergency and public safety deployments. Additional language allows for food purchases for special situations where an employee is prohibited from leaving an assigned location for a meal break. These expenditures must be made within an office or department's existing budget.
- All travel rules have been consolidated and moved into Appendix 3. These policy guidelines will be supplemented by the County Auditor with Travel Guidelines located on the County intranet, TravisCentral, under the Resources page.
- The Grant Appendix has been updated to reflect current procedures and has been revised as needed to ensure a smooth transition to the new financial system in FY 12. In addition, a routing table has been added to provide information in a more user friendly fashion.
- The reimbursement rate for mileage for business use of a private vehicle (as set by the Internal Revenue Service) has been updated to the current 55.5 cents per mile for employees and 14 cents per mile for volunteers. These rates are subject to change by the IRS.
- The Appendixes such as "Budget Authority Responsibility" (Appendix 1) have been updated with the most current information available. Office/departmental staff should consult with their PBO Budget Analyst with any questions on changes throughout FY 12.
- The Brief Guide to Performance Measurement has been taken out of this document. The guide is available in the Budget Manual annually and can also be accessed on the County's intranet at the following location:
<http://tcnet/depts/pbo/BriefGuideonPerformanceMeasurement.pdf>

In addition, PBO has updated the Budget Rules with the most current pay scale and indirect cost rate information. Please note that while PBO has updated the Budget Rules as of September 6th, there may need to be further updates prior to the adoption of the budget depending on actions of the Commissioners Court in the coming weeks.

CC: Leroy Nellis
PBO
County Auditor
Appointed & Elected Officials
County Financial Staff

Travis County Budget Rules Fiscal Year 2012



**Office of Planning & Budget
700 Lavaca Street, Suite 1560
Austin, Texas 78701**

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INTRODUCTION

The Fiscal Year 2012 budget rules and policies were adopted by the Travis County Commissioners Court on September 20, 2011. The rules and policies are adopted to ensure that the implementation of the budget is consistent with Commissioners Court policy and applicable laws.

The Planning and Budget Office (PBO) and the Auditor's Office work together every year to ensure that this document is a useful reference guide. This year will be a year of transition from the H.T.E. system to a new SAP system, scheduled for implementation in the spring.

This document contains references to specific account numbers and/or office/department and divisions as they currently exist in H.T.E. (the County's current financial system). These numbers will be cross referenced to a new account structure in SAP (the County's new financial system which will be implemented in FY 12) and the rules apply accordingly. Major FY 12 Budget Rules changes include:

- A new budget rule has been added, Budget Rule #3 "Budget Control is Authorized at the Office/Department Level. Budget is Managed at the Level Supported by the Automated Financial System". This rule allows for the change from the current H.T.E. budget control being at the line item level to the budget control groups under the new SAP system.
- In SAP, the County plans to use the United States General Services Administration (GSA) domestic per diem rates, which will vary with the location of the travel destination. Offices and departments have the ability to establish a lower rate than the GSA rates; however, enforcement of the lower rate will reside with the office or department.
- Additional language has been included that allows the County Auditor to automatically liquidate outstanding encumbrances for purchase orders (including travel reimbursements) that are deemed "completed" (i.e. all items have been received, invoiced, and payment for the full expenditure has been forwarded to the provider).
- Increased flexibility on personnel transfers including temporary salaries, overtime in unusual situations and advertising for vacant slots for departments that advertise positions independently from HRMD.
- An acknowledgement that part of TCSO's overtime budget is in a special reserve for FY 12.
- Increased flexibility for food and beverage purchases for emergency and public safety deployments. Additional language allows for food purchases for special situations where an employee is prohibited from leaving an assigned location for a meal break. These expenditures must be made within an office or department's existing budget.
- All travel rules have been consolidated and moved into Appendix 3. These policy guidelines will be supplemented by the County Auditor with Travel Guidelines located on the County intranet, TravisCentral, under the *Resources* page.

- The Grant Appendix has been updated to reflect current procedures and has been revised as needed to ensure a smooth transition to the new financial system in FY 12. In addition, a routing table has been added to provide information in a more user friendly fashion.
- The reimbursement rate for mileage for business use of a private vehicle (as set by the Internal Revenue Service) has been updated to the current 55.5 cents per mile for employees and 14 cents per mile for volunteers. These rates are subject to change by the IRS.
- The Appendixes such as “Budget Authority Responsibility” (Appendix 1) have been updated with the most current information available. Office/departmental staff should consult with their PBO Budget Analyst with any questions on changes throughout FY 12.
- The Brief Guide to Performance Measurement has been taken out of this document. The guide is available in the Budget Manual annually and can also be accessed on the County’s intranet at the following location: <http://tcnet/depts/pbo/BriefGuideonPerformanceMeasurement.pdf>

Please note: At the beginning of the fiscal year, the budget will be implemented using the County’s current SunGard H.T.E. By the end of the fiscal year, a new financial system (SAP) will be in use. Therefore, there are different names that are used for similar concepts. This document uses the term “accounts” for what are known in H.T.E. as line items and will be included in budget control groups or fund centers (which could include more than one line item or account) in SAP.

BUDGET RULES

⇒ **Rule #1. The Travis County Budget Order Is the Sole and Complete Authority.**

The Travis County Budget Order is the sole and complete authority during Travis County Fiscal Year 2012 for expenditure of those funds and for the use of those County resources that are subject to appropriation by the Travis County Commissioners Court.

⇒ **Rule #2. Expenditures in Excess of Budget Are Prohibited.**

FY 2012 expenditures and contractual obligations in excess of the amount authorized in an office’s or department’s budget are prohibited. Offices and departments cannot expend more funds in any account than the amount adopted in the budget. If additional funding is sought, the office or department must have the budget amended.

The Commissioners Court grants offices and departments significant flexibility in managing the Maintenance and Operations (M&O) funds that are appropriated as long as the office or department does not exceed its total M&O budget. Expenditures and contractual obligations in excess of the amount authorized in an office or department’s budget are prohibited.

The Commissioners Court does not intend to fund budget shortfalls retroactively from its Reserves. An office or department that incurs an expenditure for which it does not have sufficient funds must reallocate funds internally to cover the shortfall. This may require actions as extreme as reducing staff. Mandated services must be given highest priority for existing internal funding. For FY 12, funding for the implementation of a seven day pay cycle for Peace Officer Pay Scale Employees within the Travis County's Sheriff's Office is specifically budgeted in a special reserve.

⇒ **Rule #3. Budget Control Is Authorized at the Office or Department Level. Budget Is Managed at the Level Supported by the Automated Financial System.**

The FY 12 budget is adopted and controlled at the office or department level. Throughout the year, the budget is managed at the level supported by the automated financial system in place at the County. At the beginning of the year, under the SunGard H.T.E. System, the budget management level is defined as "line item" and referred to in this document as "account". In the SAP system that will be implemented in FY 12, the budget management level is defined as "budget control group". A budget control group is defined as one or more similar accounts or fund centers (cost centers) that are grouped together. Under SAP, for accounts or fund centers that are within the same budget control group, transfers between accounts/fund centers will not be necessary.

Budget Adjustments:

⇒ Rule #4. Budget Adjustments Must Be Properly Authorized and Submitted.

Budget adjustments are any changes to the Adopted Budget. As long as the SunGard H.T.E. System is operating, adjustments involve moving funds from one account to another. When the SAP becomes the operating financial system, adjustments will generally involve moving funds from one budget control group to another; however, adjustments can also include budgeting new inter-governmental contracts, grant contracts, gifts or donations.

General Budget Adjustment Guidance:

Budget adjustments for expenditures must not create a commitment for which there is no appropriation. That is, they must not:

1. Result in insufficient funding to meet the office or department's obligations through the remainder of the fiscal year;
2. Commit the County to additional funding in the next fiscal year; or
3. Use either one-time funding or one-time savings for on-going commitments.

To expedite the process associated with a program change, a new grant, or any other items that affect the budget and require discussion with Commissioners Court, please work with your PBO analyst to make sure the appropriate budget adjustment is on the same Commissioners Court session as the agenda item proposing the program change, or new grant, or other item.

Budget adjustments are not allowed to or from accounts designated as Capital Acquisition Resources Account (CAR) to accounts outside of CAR (by activity numbers in H.T.E. or fund center in SAP).

Except for paper adjustments as determined by the County Auditor or PBO (such as current LCRA Fund Transfers approved quarterly by Court), Offices and departments process all adjustments through the automated budget adjustment application. Instructions for the current application are found on the Travis County intranet at <http://tcnet/depts/aud/budgetadjustmentusermanual070329.pdf>. The future application will be through the SAP system and instructions will be made available prior to implementation.

An elected or appointed official, county executive or an authorized employee must approve the submission of the budget adjustment. Appendix 1 ("Budget Authority Responsibility") of this document lists the title of the elected/appointed official or county executive who may authorize expenditures, budget adjustments, or financial system access for their office/department(s) budget(s).

County or district elected/appointed officials or county executives that wish to designate employees in their offices or departments to execute Personnel Action Forms, Expenditure Requisitions, and Budget Adjustments, and to provide financial system access on their behalf must provide written notification identifying the employee and the designated authority to PBO, the County Auditor, the County Treasurer, the Purchasing Office and the Human Resources Management Department (HRMD). The authority will be recognized upon receipt of the written notification.

Budget adjustments fall into two categories: those that need specific review and approval by Commissioners Court and those that the Commissioners Court has authorized PBO to process without further Commissioners Court review. Based on the guidelines below, PBO determines if the budget adjustment needs specific Commissioners Court approval.

Budget adjustments that require Commissioners Court approval (transfers, amendments, and discussion items) must be submitted to PBO on Thursday by 5:00 PM, at least 12 days before the Commissioners Court voting session during which they are to be considered. Budget adjustments that require County Attorney, County Auditor and/or Bond Counsel review (such as those related to Certificates of Obligation or bond funds) should be submitted earlier to ensure proper review prior to Commissioners Court action.

To ensure that requests for budget adjustments are placed on the agenda at the earliest possible time, office or departmental requests for budget adjustments must be submitted to PBO with sufficient documentation of all issues involved. Lack of sufficient back-up information may delay the posting of the item. Adjustments may be classified as transfers, amendments or discussion items.

In emergencies, the County Executive for PBO or the PBO Budget Director may schedule a transfer, amendment, or discussion as an add-on budget adjustment. Emergency budget adjustments can be placed on the agenda no later than 72 hours before the item is to appear before Commissioners Court. For example, emergency budget adjustments must be placed on the agenda no later than the Friday before the Tuesday that the item is to appear on the Commissioners Court's agenda.

Budget Adjustments that PBO posts for a Commissioners Court voting session require approval by Commissioners Court before they are audited and updated by the County Auditor's Office. The types of budget adjustments that need Commissioners Court approval are described below:

Transfer Budget Adjustments. Transfers are intra-office/intra-departmental budget adjustments that do not meet the criteria for an Automatic Budget Adjustment outlined in Budget Rule #5. If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Transfers. If PBO does not concur or if there are issues that need to be discussed with Commissioners Court, PBO places them on the Commissioners Court agenda as Discussion items.

Budget Transfers can also include modifications to the adopted capital projects or purchases list regardless of the need to move the funds to another account.

Amendment Budget Adjustments. Amendments are budget adjustments involving the movement of funds from any reserve account to an office or departmental expenditure account or between offices and/or departments. Amendments include:

- Budget adjustments from any Allocated Reserve to an office or departmental operating account.
- Budget adjustments from special fund reserves or from capital fund reserves.
- Budget adjustments between offices or departments that do not meet the criteria outlined under Budget Rule #5 for automatic budget adjustments.
- Budget augmentations that occur after the beginning of the fiscal year:
 - a. if the Commissioners Court indicated during the budget mark-up process that the proposal was not yet fully developed and should be considered for funding from Allocated Reserve or CAR Reserve or
 - b. if they are of an emergency nature, funding cannot be identified internally, and it cannot be delayed until the following fiscal year without a very significant negative impact on the office/department or its service.

If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Amendments. If not, or if there are issues that need to be discussed with Commissioners Court, PBO places them on the Commissioners Court agenda as Discussion items.

Discussion Budget Adjustments. Budget adjustments become discussion items on the Commissioners Court agenda when PBO determines that the request warrants further consideration. These items could fall into the category of Automatic Budget Adjustments, Transfers, or Amendments. Typically, these are items that do not have PBO's concurrence.

Discussion items include items that have any of the following characteristics:

- appear to be a programmatic change not consistent with Court policy;
- warrant further consideration due to the office/department's or County's financial condition;
- raise issues which may need additional programmatic or policy review before a decision is made, including setting a precedent.

Other Budget Adjustments. Other budget adjustments include the creation or change in the number of Permanent or Special Project temporary slots in an office or department, regardless of the need to move or augment the budget.

Any other issues that PBO believes should be considered by the Commissioners Court are placed under this category.

⇒ Rule #5: Automatic Budget Adjustments Must Meet Specific Criteria:

Local Government Code Section 111.070 (c) (2) allows the Commissioners Court to authorize PBO to process budget adjustments and send them directly to the County Auditor's Office for auditing and updating to the financial system, consistent with Commissioners Court statutory authority, without further approval subject to the terms and conditions approved by the Commissioners Court. The Commissioners Court has authorized PBO to approve transfers if they involve moving money within an office or department's Adopted Budget, and they meet the following criteria:

1. Do not involve any reserve account within a fund or office/department, save for arbitrage rebate disbursements as established in the exception to Budget Rule #7, unless the Commissioners Court approved the transfer as automatic during the budget process or through a regular meeting of the Commissioners Court;
2. Do not move monies between funds (a reclassification of expenditures may be warranted in these special cases);
3. Do not use CAR, Certificates of Obligation, or Voter Approved Bond funds to purchase items or execute projects: a) not already approved by the Commissioners Court; or b) in a manner that is not consistent with applicable bond covenants or Certificate of Obligation transcripts as well as the language in the corresponding Official Statements (where applicable);
4. Do not move funds out of a account (or budget control group under SAP) that PBO believes may have insufficient funding to meet the obligations of the office/department through the remainder of the fiscal year;
5. Do not move funds out of a central account (see Appendix 2);
6. Do not move funds into or out of the Wellness Clinic Division in the Employee Health Benefits Fund;
7. Do not move funds from a Hospitalization account except to another Hospitalization account;
8. Do not move funds out of "transfer to other funds" (#90XX currently in H.T.E.), with the exception of County Contribution to Grants (90-01 currently in H.T.E.) without Commissioners Court approval;
9. Do not move funds from programs that have received significant additional resources in the last few years. Funds may be moved within these programs without Commissioners Court approval, but no funds can be moved from these programs without Commissioners Court approval;

10. Do not involve moving funds from the following H.T.E. line items or the budget control groups or fund centers in which these line items will be placed for the SAP system (unless allowed by the exception noted below):

Utilities & Leases:

#4801—Utilities

#6102—Leases

Sheriff Medical Services:

#6033—Medical Services

#6015—Housing Prisoners

Court Related Expenditures

(adjustments within Court Related Expenditures are allowed as noted under exception below)

General/Other Fund personnel accounts:

#0101—Regular Salaries – Elected Officials

#0401—Regular Salaries - Appointed Employees

#0701—Regular Salaries - Permanent Employees

#0712—Regular Salaries – POPS Employees

#0713—Regular Salaries - Associate Judges

#1101—Overtime Pay

#1201—Longevity Pay

#1206—TCLEOSE Pay

#1207—Field Training Pay

#1208—Bilingual Pay

#1211—Civil Process Certification

#1301—Regular Salaries - Visiting Judges

#1501—Performance Pay

#2002—Benefits – FICA Tax OASDI

#2003—Benefits – Hospitalization

#2004—Benefits – Life Insurance

#2005—Benefits – Retirement Contribution

#2006—Benefits – Worker's Compensation

#2007—Benefits – FICA Tax Medicare

Note: county executives that oversee multiple departments are authorized to move funds between those departments

Exceptions to Budget Rule #5 (Paragraph 10):

This exception uses only H.T.E. line item references. After implementation of the SAP System, these line items will be referenced as the budget control groups or fund centers in which they are placed.

1. If documentation of a slot vacancy, such as a slot number that PBO has verified as vacant, accompanies budget adjustments, offices and departments can automatically move funds within their office or department. Upon PBO review of departmental justification, from

0701—Regular Salaries - Permanent Employees and associated fringe benefit line-items,
0712—Regular Salaries - POPS Employees and associated fringe benefit line-items, or
0713—Regular Salaries – Associate Judges and associated fringe benefit line-items

if the adjustment involves moving them to:

- a) 0701—Regular Salaries- Regular Employees, 0712—Regular Salaries - POPS Employees or 0713—Regular Salaries – Associate Judges in another division when a slot is reassigned to another division;
- b) 0801—Regular Salaries-Temporary Employees to temporarily fill a vacant regular position;
- c) a Contract Employment Service or professional or skilled services account (such as H.T.E accounts 6008, 6033, 6035 and 4014 etc.) to temporarily fill a vacant regular position;
- d) 1101—Overtime for employees performing the duties of positions that are vacant;
- e) 1301—Visiting Judge- if backfilling for a vacant Judge position;
- f) corrections medical services, nursing services and pharmaceuticals.

PBO may not recommend a budget adjustment from 0701, 0712, or 0713 to an operating account unless the expenditure is for corrections medical services, nursing service, Juvenile Probation services, advertising for vacant slots in departments or offices that currently advertise independently of HRMD, or for contracted services while the position is being recruited or there exists a reason for the transfer that is related to the core duties of that office or department (not an increase in programmatic scope).

2. An automatic transfer can be executed that moves funds from #1501 Performance Based Pay to salary accounts based on approved compensation awards. However, sufficient funds must exist in the account from which funds are moved to accommodate expenditures for the remainder of the fiscal year.

3. If the funds requested to be moved are from Grant accounts and/or Bond fund accounts, and the change is allowed by the grantor and/or bond provisions, then the transfer may be treated as an automatic adjustment.
4. After SAP is operating, automatic transfers may be executed that move funds for approved grant matches between Funds Management and Grants Management SAP modules that result in a net impact of zero for the office/department.
5. Funds may be moved automatically to accommodate changes in accounts related to Interlocal agreements.
6. Funds may be transferred to Overtime (1101) to cover unusual situations as defined in Budget Rule #6, Overtime.
7. If an office or department provides documentation of a change in duty rotation from one division to another within a department, personnel budget adjustments can be made as automatics to reflect the move.
8. If an office or department is transferring from a cell phone account to a benefit account to implement a cell phone allowance within an office or department.
9. Budget adjustments for Court Related Expenditures may be processed as automatics if moved within the 6300-6399 (within the same office or department) element object code group. Under SAP this will constitute one budget control group and expenditures will be allowed within that group.

Automatic budget adjustments may also be processed at PBO's discretion for the following reasons:

- a) to correct administrative or technical errors.
- b) to correct projected negative accounts in personnel accounts.
- c) to process adjustments directed by Commissioners Court to be handled as automatic budget adjustments.
- d) to correct errors to budget adjustments previously submitted to and approved by Commissioners Court if the Court's intent in approving the transfer is clearly documented and the correction is consistent with that intent.
- e) to process an adjustment relating to a centrally budgeted account or in other cases where one department procures a service or item on behalf of another department. These inter-departmental budget adjustments must adhere to the guidelines outlined above for all automatic budget adjustments.

Automatic budget adjustments are generally processed in two working days from receipt by PBO to allow for PBO review (24 hours) and County Auditor's Office auditing and system update (24 hours). Budget adjustments may take longer if there are any questions or issues that arise during the review process.

⇒ **Rule #6. An Office or Department's Personnel Commitments on an Annualized Basis May Not Exceed the Amount Appropriated in the Budget.**

Offices or departments are responsible for making overall hiring decisions as well as other personnel decisions such as internal POPs and non-POPs promotions within the total appropriation in the personnel accounts in the budget and are encouraged to regularly monitor the status of the personnel budget.

Offices and departments are appropriated a fixed amount of funding for the fiscal year and are expected to make expenditure decisions including personnel commitments on an annualized basis within that allocation.

Offices and departments can only rely on the fixed amount of funds in the total budget adopted for the preceding fiscal year when submitting a budget for the subsequent fiscal year even if the office or department has made personnel commitments on an annualized basis that are greater than their personnel accounts for that fiscal year.

Negative Salary and Benefit Accounts

Although the County has an obligation to pay employees for the time they work, negative balances in salary and related benefit accounts violate Budget Rules #2 and #6. Offices and departments should monitor their projected expenditures in their salary and benefit accounts and make the appropriate budget adjustments before a balance becomes negative. In addition, if an office or department is notified that it has incurred a negative balance in a salary or benefit account, it must submit a budget adjustment to PBO as soon as possible and before to the next payroll to correct the problem for the remainder of the fiscal year. At year end, the County Auditor's Office is authorized to cover any shortages through budget adjustments, where applicable, as noted under Budget Rule #18.

Overtime

All elected and appointed officials, county executives and department heads are expected to manage their payroll budgets. Employees should not be authorized to work when there is not a budgeted overtime appropriation (either in the original budget or via a budget transfer) to pay for that work unless there is an unusual situation where: 1) there is a workload increase for a short period of time; 2) the workload increase would need to be performed by current employees in that short period of time; and 3) the increased workload would negatively impact the critical operations of the office or department if not performed. Budgeted appropriations include special reserves specifically budgeted for this purpose

Unbudgeted overtime (that was not in the original budget or done by budget transfer) is prohibited except when the representatives noted in Commissioners Court policy or an elected county or district official determines that an unusual situation has arisen with the three criteria outlined above. Overtime use for this type of situation must be reported to the County Auditor, PBO and the Commissioners Court within 5 days of the occurrence.

Should the original budget appropriation or budget adjustment not be processed prior to the overtime use handling unusual situations as outlined above, the office or department must make budget transfers through PBO to cover shortages prior to the subsequent payroll. At year end, the Auditor's Office is authorized to cover the shortage as noted under Budget Rule #18.

Hospitalization Funds

Any year-end balances in the *Hospitalization* accounts remain within the funds in which they are budgeted and fall to ending fund balance (after consideration of any hospitalization contra accounts). Balances in restricted fund sources, such as grants, special revenue funds and bond funds are only transferred to the extent allowed by the rules governing the use of the funds.

Due to mandated changes related to the *Affordable Care Act*, the County uses the actuarially-determined employee health care premium rate based on the coverage selected instead of the County-wide blended composite. Vacant positions are budgeted at the County-wide blended composite rate. Budgets are adjusted accordingly by PBO for the Adopted Budget.

This change could result in savings or overages in an office or department's budget at the end of the fiscal year. Appropriate adjustments are made though the end of year process. This change does not impact the use of hospitalization savings which continue to fall to the ending fund balance.

⇒ Rule #7: Unused Capital Funds May Not Be Reallocated Without Commissioners Court Approval.

The County invests in capital assets through appropriations from the General Fund and Special Revenue funds, and in Capital Project funds through proceeds from the sale of bonds and Certificates of Obligation. Capital assets are defined in the Travis County Code Chapter 27, Capital Assets.

The County generally pays for capital assets with funds from debt issues (Road Bonds, Permanent Improvement Bonds, or Certificates of Obligation) or from funds in the CAR account. The CAR account is used for many capital projects or items and is also used to pay for one-time equipment expenditures that do not fit within the definition of capital assets, such as computers that have a unit cost of less than \$5,000. Capital project

funds, including all CAR account funds, can only be used for purchases approved by the Commissioners Court. In addition, if the capital funds are debt proceeds, they can only be used in accordance with bond covenants, applicable Official Statements and/or Commissioners Court transcripts.

An office or department cannot automatically transfer appropriated funds left over after a capital project is completed or a capital item is purchased to another project purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to purchase items not specifically approved and itemized during the FY 12 budget process without approval of Commissioners Court. If the capital funds are debt proceeds, they can only be used in accordance with the covenants in the Official Statement and require legal and accounting review.

Each quarter, offices and departments are asked to provide PBO with CAR expenditure updates. PBO reviews CAR projects and may ask offices and departments to transfer any savings from completed projects that exceed \$15,000 to the CAR Reserve through automatic budget adjustments initiated by the office/department. PBO requests offices and departments to transfer any realized savings that are less than \$15,000 to the CAR Reserve unless the office or department requests to use these funds under the exception to budget rule #7 and PBO concurs.

Exception to Rule #7:

PBO has the authority to process budget transfers from realized capital project savings that do not exceed \$15,000 per project as automatic transfers unless a policy issue surfaces that PBO believes requires the attention of the Commissioners Court. The Court is interested in being informed about and approving the use of existing savings in excess of \$15,000 from capital projects.

For purposes of arbitrage rebate disbursements to the IRS, PBO may transfer unused funds, including reserves, within a bond fund, but must notify the Commissioners Court at its next regular scheduled meeting.

⇒ **Rule #8. Remaining Bond Funds From the 1984 Voter Approved Capital Improvement Projects Are Expended on Precinct One Road and Bridge Projects.**

Bond funds that are unexpended after the completion of all of the 1984 Voter Approved Road Capital Improvement Projects, including right-of-way litigation associated with those projects, shall be expended on Road and Bridge Projects in Precinct One.

⇒ **Rule #9. Encumbrances That Are No Longer Needed Must Be Liquidated.**

Encumbrances are reservations of funds made with purchase orders, contracts, or salary commitments and must be covered by an appropriation. The encumbrances are

liquidated when these claims are paid. Offices and departments are expected to keep track of their encumbrances and keep them timely. Unnecessary encumbrances tie up County resources.

The County Auditor is authorized to automatically liquidate outstanding encumbrances for purchase orders that are deemed "completed" (i.e., all items have been received, invoiced, and payment for the full expenditure has been forwarded to the provider) or the Department otherwise indicates that the item is completed (i.e., through the "Over 90 Day Encumbrance Report"). In terms of travel, travel is considered "completed" once the travel reimbursement request has been received and the expenditure forwarded to the provider.

For purchase orders that are not "complete" and that the office or department wishes to liquidate because of extenuating circumstances, offices and departments should submit an "Over 90 Day Old Encumbrance Report" to the County Auditor at least quarterly. Authorized office or departmental staff should review this encumbrance report, mark any encumbrances that can legally be unencumbered, sign the report, and submit it no later than 20 days after the end of the quarter. Office or department staff can generate this report from the financial system. An example of extenuating circumstances may be the unavailability of original purchase order items because of a change in suppliers.

⇒ **Rule #10. An Encumbrance Reserve is Established Each Year to Pay for Contractual Obligations Made in the Previous Fiscal Year for Goods and Services to be Received in the New Fiscal Year.**

After the previous fiscal year's accounting records are closed, the County Auditor applies a portion of the estimated budgeted reserve to pay the expenditures for goods and services accrued and received in the previous fiscal year; the remaining amount becomes the actual amount available for the new fiscal year expenditures for contractual obligations incurred during the previous fiscal year. The amount budgeted for this reserve is the maximum, not to exceed amount, estimated at the time this budget was adopted.

Upon PBO approval, the encumbrances are re-appropriated to the new fiscal year as budget adjustments in the individual office or department's accounts for the purpose and for the vendor to which the contractual obligation and encumbrances were originally applied. The County Auditor may move any funds associated with canceled prior year encumbrances from the office or department's budget to the County's Allocated Reserve for re-appropriation by the Commissioners Court.

Exception to Rule #10:

Capital project funds (Bonds, COs, and CAR) and Grant funds are excluded from the requirement to transfer prior year encumbrances to the County's Allocated Reserve unless the project is complete.

⇒ **Rule #11. A Pre-Encumbrance Reserve is Established Each Year. Amounts Included in this Reserve Are Limited and Generally Only Include Resources for Those Pre-Encumbrances That Are in the Process of Converting to a Purchase Order. PBO Must Approve Any Use of These Reserve Funds.**

Upon PBO approval, pre-encumbrances are re-appropriated to the new fiscal year as budget adjustments in the individual office or department's budget for the specified purpose.

The County Auditor submits the list of pre-encumbrances to PBO for review and approval. Any canceled pre-encumbrances over \$50 automatically result in the County Auditor's funds verification approval being revoked, with these funds being moved from the budget of the office or department to the County's Allocated Reserve where they are available for re-appropriation by the Commissioners Court.

⇒ **Rule #12. Use of the Central Support Services Accounts to Produce Mailing Labels, Address Mailings or Print Lists of More than 500 Names or Items Is Restricted Unless the Mailing Is: (1) Required by Law; or (2) Specifically Approved by the Commissioners Court.**

The Travis County Reprographics Service Center (TCRSC) must keep one file copy of all documents printed and indicate the number of copies made. TCRSC resources cannot be used to print more than 500 copies a month of the same letter, newsletter or notice unless the additional copies are: (1) required by law; or (2) specifically approved by the Commissioners Court.

The TCRSC may only print official documents of Travis County government or those authorized by the Commissioners Court. Projects shall be printed as 2 sided unless 1 sided is specified and a reason is provided. Outside agency contractual authorization for printing must accompany each work order. Persons placing printing orders must affirm on the work order that the materials ordered are for official use.

Offices and departments are required to pay for printing business cards for their employees.

⇒ **Rule #13. Commissioners Court Sets Travel Policies Which Guide Budget and Expenditure Processing. The County Auditor Interprets and Applies the Policy When Processing Travel Requests. Exceptions May Require Commissioners Court Approval.**

All travel rule details are listed in Appendix 3, including Elected and Appointed Officials ability to establish travel policies for their own offices or departments and travel guidelines for locations outside of the contiguous forty-eight states. This information will be supplemented by Travel Guidelines maintained by the County Auditor and located on the County intranet, TravisCentral under the *Resources* page. These guidelines

provide detailed instructions on how to submit a travel encumbrance request, how to submit travel reimbursement request, the necessary supporting documentation that must accompany the travel encumbrance and travel reimbursement request, the reimbursement rates for various travel categories, and submission deadlines.

⇒ **Rule #14. The Commissioners Court May Approve the Use of County Funds to Pay for Travel Arrangements and Food/Non-Alcoholic Beverages to Entertain Applicants When Recruiting Nationally for Top Level Positions.**

Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicant is reimbursed for the actual expense incurred not to exceed the same rates used for current County personnel. If the Applicant is hired, moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court. All expenses must be supported by receipts. Offices and departments must notify Payroll before any expenses are paid. Reimbursements must be submitted to the County Auditor no later than 60 days after they are incurred. Per IRS regulations, reimbursements over 60 days must be considered as income to the applicant/prospective employee.

⇒ **Rule # 15. All County Personnel Must Certify that Long Distance Toll Charges and Cellular Phone Air Time Charges on County Telecommunication Equipment Were for Official County Business.**

All County personnel must reimburse the County immediately for any long distance or cellular phone air time charges that are determined to be for personal use.

- All cellular phone airtime charges and cell phone purchases must be made in accordance with Chapter 39 of the Travis County Code, Wireless Communications Policy.
- All long distance phone certifications must be submitted to the Auditor's Office within 30 days after notification of the charges from ITS.
- The County Auditor may refer any questions about the appropriateness of any reimbursement or disbursement of long distance phone charges and cellular air time to the Commissioners Court.

⇒ **Rule #16. Grants From Public or Private Sources Received During the Fiscal Year Are Budgeted by the Commissioners Court Upon Certification of the Revenue by the County Auditor. Applications For Grants Must Be Submitted in Accordance with the Rules Listed in Appendix 5.**

⇒ **Rule #17. Use of County Vehicles is Authorized by this Budget for County Business and in Accordance with Chapter 40 of the Travis County Code.**

⇒ **Rule #18. The County Auditor Has the Authority, Under Some Circumstances, to Adjust Budgets Without Prior Approval From the Office or Department. Such Adjustments Are Included on the Weekly Consent Motion Submitted to Commissioners Court.**

Negative Personnel/Benefits Balances:

For expenditures incurred during the last two pay periods of the fiscal year and for the Year End Annual Compensated Absences, the County Auditor may transfer funds automatically to cover projected shortages in salary and fringe benefits accounts. The County Auditor may transfer:

- (1) projected surplus salary and fringe benefit funds within an office/department; or among offices or departments;
- (2) funds from the General Fund reserve, Special Revenue Fund reserves, Capital Projects reserves, and Internal Service Fund reserve, whichever is appropriate.

The County Auditor must present a list of the adjustments to PBO for approval by Commissioners Court.

During the year, the County Auditor's Payroll Division may override negative balances to process payroll. As it relates to personnel, benefits, and overtime, offices and departments should promptly submit budget adjustments to PBO to cover future negative balances (before the subsequent payroll). If the payroll accounts are still negative at the time the subsequent payroll is processed, the County Auditor makes an automatic budget transfer(s) to cover the negative balances from any account that has sufficient funds to cover the shortage.

Insurance and FSA Administration Fees:

The County Auditor is authorized to pay insurance and FSA administration fees and reimbursements as approved by the Commissioners Court in the employee benefit contract.

Termination Pay:

The County Auditor may transfer funds from the office or department's appropriate Salary account to the Termination Pay account to cover all payments for accrued vacation, sick leave, and compensatory time. No funds are budgeted in the Termination Pay account until the expenditures are made. The Termination Pay transfer should occur at least monthly to avoid negative balances in H.T.E. Under SAP, for accounts that are within the same budget control group, transfers between accounts will not be necessary.

Adjustments for Invoice Deficits of \$10 or Less:

To avoid invoice processing delays, the County Auditor is authorized to transfer funds automatically to cover an invoice amount that exceeds the budgeted account or control group amount by \$10 or less. These funds are transferred from the first operating expenditure account with sufficient funds. In the case of Grants, the transfer must be approved by the Auditor's Grant Financial Analyst.

Payment of Interest:

The County Auditor is authorized to transfer funds automatically within an office or department's budget to cover the interest cost on overdue invoices per the Prompt Payment Act. These funds are transferred from the first expenditure account with sufficient funds. In the case of Grants, Bond funds, and other funds that do not allow interest payments, the interest is charged to the office/department general fund budget.

⇒ **Rule #19. All Expenditures for Reimbursable Agreements Within Fund 475 that Have Been Approved by Commissioners Court and for Which Revenue Has Been Certified by the County Auditor Are Authorized Until Resources From the Funding Entity Are Available for Reimbursement.**

Some approved agreements budgeted in Fund 475 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. Offices and departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible. If the total of expenditures and encumbrances of the fund result in a deficit fund balance, the office or department is required to request a transfer into the fund from other office or departmental resources.

⇒ **Rule #20. Travel Related Expenditures and Other Costs Paid From Discretionary Funds and Expected to be Reimbursed From General Fund and/or Other Funds Require Complying With Budget Rules and Encumbering the Expenditures Prior to the Start of Travel or Costs Being Incurred.**

To qualify for General Fund and/or Other Fund reimbursement, Office or departments that choose to pay for items initially out of Discretionary Funds are required to:

- a) Encumber expenditures in the General Fund/Other Funds in compliance with Budget Rules prior to incurring the expense. This applies to all purchases including travel related expenditures and Advanced Payments.
- b) Comply with purchasing statutes and obtain written approval from the Purchasing Agent prior to making the purchase.
- c) Provide detailed receipts and proof of payment from the Discretionary fund submitted with the reimbursement request.

Reimbursement from General Funds and/or Other Funds are disbursed after the expense has been incurred (purchase or travel completed), the discretionary fund has paid the expenditure, and compliance with the budget rules/purchasing policies is verified.

⇒ Rule #21. Reimbursements Request for Business Related Expenditures Must Be Turned in to the County Auditor Within 60 Days.

Reimbursement requests for business related expenditures must be turned in to the County Auditor complete with supporting documentation no later than 60 days from the date of incurring the expense or payment of expense. Per IRS regulations, reimbursements under an accountable plan and over 60 days must be considered taxable wages to the employee requesting the reimbursement.

APPENDIX 1 BUDGET AUTHORITY RESPONSIBILITY

Below is a list of officials/county executives (or their designee, authorized in writing to the County Auditor, Purchasing Office, PBO, and HRMD) who are responsible for and may authorize expenditures from the budgets of their office or department.

Responsible Official/County Executive	Office/Department Number/Name
County Judge	01 – County Judge, 10 –General Administration
Commissioner –Precinct 1	02–Commissioner Precinct 1
Commissioner–Precinct 2	03–Commissioner Precinct 2
Commissioner–Precinct 3	04–Commissioner Precinct 3
Commissioner–Precinct 4	05–Commissioner Precinct 4
Sub-Committee of Comm. Court	57 – Records Management and Communication Resources
County Auditor	06–County Auditor
County Treasurer	07–County Treasurer
Tax Assessor-Collector	08–Tax Assessor-Collector
County Executive, Planning and Budget Office (PBO)	09–Planning and Budget Office, 11–Human Resources Management Department
Chief Information Officer	12,90–Information Technology Services
Purchasing Agent	15–Purchasing and Inventory Management
County Executive, Health & Human Services	16–Veterans Service Office, 18–Agricultural Extension Service, 58–Health and Human Services
County Attorney	19–County Attorney
County Clerk	20–County Clerk
District Clerk	21–District Clerk
Administrative Judge/Civil Courts	22,93–Civil Courts
District Attorney	23–District Attorney
Administrative Judge/Criminal Courts	24,94–Criminal Courts
Probate Judge	25–Probate Court
Justice of the Peace Precinct 1	26–Justice of the Peace Precinct 1
Justice of the Peace Precinct 2	27–Justice of the Peace Precinct 2
Justice of the Peace Precinct 3	28–Justice of the Peace Precinct 3
Justice of the Peace Precinct 4	29–Justice of the Peace Precinct 4
Justice of the Peace Precinct 5	30–Justice of the Peace Precinct 5
Constable Precinct 1	31–Constable Precinct 1
Constable Precinct 2	32–Constable Precinct 2
Constable Precinct 3	33–Constable Precinct 3
Constable Precinct 4	34–Constable Precinct 4
Constable Precinct 5	35–Constable Precinct 5
Director, Dispute Resolution Center	36–Dispute Resolution Center
Travis County Sheriff	37–Travis County Sheriff's Office
County Executive, Emergency Services	38–Medical Examiner, 47–Emergency Services, 59–Emergency Medical Services
Director, Community Supervision and Corrections (CSCD)	39–CSCD, 42–Pretrial Services
County Executive, Justice and Public Safety	40–Travis County Counseling & Educational Svcs. (TCCES) 43–Juvenile Public Defender, 55–Criminal Justice Planning
Chief Juvenile Probation Officer	45–Juvenile Probation
County Executive, Transportation and Natural Resources	49,92–Transportation & Natural Resources (TNR), 14(13)–Travis County Exposition Center, 14, 91–Facilities Management Department
Chairperson, Historical Commission	17–Historical Commission
Civil Service Officer	54–Civil Service Commission

APPENDIX 2 CENTRAL ACCOUNTS

Centrally Budgeted Accounts are expenditures that are budgeted in one support department instead of being allocated to each user department. The following accounts generally are centrally budgeted in H.T.E.:

Dept-Div

11-41—HRMD Risk Management Ergonomic Improvements

#3001—Office Equipment & Supply

#3011—Building Maintenance

#6033—Medical Services

12-30—Information and Telecommunication Systems/Technical Support

#5002—Maintenance Agreements

#5012—Repairs - Telephone Equipment

12-30—Information and Telecommunication Systems/Technical Support

#4104—Communication - Trunk Lines

12-50—Information and Telecommunication Systems/Network Support

#5002—Maintenance Agreements

47-05—Emergency Services/Communications

#5008—Repairs - Radios

15-10—Purchasing

#6029—Advertising/Public Notices

49-52—Transportation and Natural Resources/County Fleet Maintenance

#3023—Fuel, Oil, Lubricants

#3021—Repairs - Autos & Trucks

57-15—Records Management & Communication Resources/Copiers/Repair

#5001—Maintenance Agreements

#5005—Repairs - Furniture & Office Equipment

#5007—Repairs - Other Equipment

#6103—Rent or Lease Equipment (Copiers)

5740/5741—Records Management & Communication Resources

(legal research database access for offices and departments other than courts)

#6099—Other Purchased Services

5740/5741—Records Management & Communication Resources

(law books for all offices and departments and courts, excluding the law library)

#6312—Law Book Replacement

57-50—Records Management and Communication Resources/Mail Services

#4102—Postage/Freight Out

57-70—Records/Consulting

#6099—Other Purchased Services

90-XX—Centralized Computer Services

91-XX—Centralized Rent and Utilities

#4801—Utilities

#6102—Rent-Land & Buildings

92-XX--Centralized Fleet Services

Note: These centrally budgeted accounts will exist in SAP, but may have different titles and specific numbering schema to be consistent with SAP configuration.

CONTACT LIST FOR CENTRALLY BUDGETED ACCOUNTS

Type of Expenditure	Department	Contact #
Ergonomic Improvements	HRMD	854-9165
Communications Trunk & Computer Repairs	ITS	854-9666
Radio Repairs	ES	854-4785
Utilities, Rent, and Building Repairs	Facilities Mgt.	854-9661
Public Notice Advertising	Purchasing	854-9700
Vehicle Fuel or Repairs	TNR	854-9383
All Records Management Central Accounts (Paper, General Fund Law Library Services, Printing, Television Services, Records Storage, Records Management Consulting, Imaging Services, and Postage)	RMCR	854-9575

APPENDIX 3 TRAVEL

Travis County pays vendors and/or reimburses employees and officials who travel for County business ("Travelers"). The Court must approve travel expenditures for non-County employees or volunteers, for professional development, **prior to the actual travel** unless the office/department has a policy that the Court has previously approved and it is on file with the County Auditor's Office.

The County's travel policy documented in Appendix 3 of the County's Budget Rules ("Policy"), ensures the County meets the IRS requirements for an *accountable plan*. According to Internal Revenue Code ("Code") sections 62(a)(2) and 62(c), reimbursements that meet established tests for an *accountable plan*, are not subject to employment taxes (federal income tax withholding, social security and Medicare). To comply with the Code, travel must:

- (1) have a business connection and the expense must be reasonable,
- (2) be reasonably accounted for within 60 days, and
- (3) ensure all excess reimbursements are repaid within 120 days.

All travel reimbursement requests must be submitted to the Auditor's Office within 30 days of travel completion. Reimbursement requests submitted after 60 days fail to comply with the rules governing an *accountable plan*; thus, the reimbursement is subject to employment taxes.

Travelers, not the County Auditor's Office, are responsible for complying with IRS regulations to maintain the tax free status of their reimbursements. If the requirements are not met, the Traveler's reimbursement will be approximately 40% less and the Department's charge will be 20% more to pay taxes.

The following travel expenditure principles cannot cover every travel variation. Securing travel arrangements at the lowest cost may result in a loss of flexibility if emergencies arise. Booking policies of a specific travel industry vendor may require an exception to standard county travel procedures. The County Auditor interprets, audits and approves travel expenses and reimbursements to facilitate the timely conduct of county business due to the current climate of rapidly changing travel industry requirements.

The County Auditor makes travel payment decisions in accordance with the following principles (rules)

Principle #1: Comply with Travis County Travel Guidelines ("Guidelines").
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The Guidelines maintained by the County Auditor located on the County intranet, TravisCentral under the *Resources* page provide detailed instructions on how to submit a travel encumbrance request, how to submit travel reimbursement request, the

necessary supporting documentation that must accompany the travel request and travel reimbursement request, the reimbursement rates for various travel categories, and submission deadlines.

Principle #2: Do not file reimbursement requests that exceed the County's travel allowances.

The Policy and the Guidelines outline the reimbursement rates for various travel categories. In general, the following are established Travis County travel allowances:

- **Mileage for private vehicle** – the IRS standard rate in place at the time of travel, currently \$0.555 per mile for employees and \$.14 per mile for volunteers. **Note:** Only one employee/volunteer may claim mileage reimbursement when sharing a ride/traveling in the same vehicle.
- **Grant reimbursed mileage for private vehicle** – The individual grant's specified rate.
- **Meals** –The IRS standard Texas per diem rate, currently \$46 a day. The office/department has the discretion to approve partial-day, per diem reimbursement. Reimbursement for actual meal expenses, with receipts, is \$60 a day. In SAP, the County plans to use the United States General Services Administration (GSA) domestic per diem rates, which will vary with the location of the travel destination. Offices and departments have the ability to establish a lower rate than the GSA rates; however, enforcement of the lower rate will reside with the office or department.

Note: Elected and appointed officials may establish travel policies for their own offices or departments and may reimburse at a rate less than the County rate. Such variations from the Policy may result in tax consequences to the Traveler.

Principle #3: Incur and submit only business-related expenses.

The County reimburses business-related travel expenses only. Travelers may not seek a travel expense reimbursement that the Traveler knows, or reasonably should know, is not eligible for reimbursement. Items that are not eligible for reimbursement include, but are not limited to:

- Extracurricular activities such as golf, tennis, entertainment, movies, tours, sport events, or non business events along with any related costs for such extracurricular activities,
- First class travel,
- Hotel mini-bar items such as candy, drinks, snacks, etc.,
- Alcoholic beverages (including those that are part of a meal),

- Fines or penalties for violation of the law such as parking tickets, speeding tickets, etc.,
- Family/Spouse/Travel Companion expenses of any kind – spouses/guests traveling with County employees are responsible for paying their own individual expenses,
- Mileage for County owned vehicles,
- Transportation expenses for entertainment that is not business-related,
- Any personal expenses incurred before, during, or after official County business,
- Any Complimentary expenses defined as an expense paid for, or provided by, an organization or entity outside the County, by virtue of the Traveler's business activities or employment,
- Food and/or beverages provided at meetings, training for County Staff, retreats or training provided on County property. This does not apply if the expense is grant allowable,
- Meals when the Traveler was not required to be out of the County (Metropolitan Statistical Area (MSA)) overnight or were not part of attendance at a conference. Banquets or other awards ceremonies that do not meet these conditions do not qualify as reimbursable. The MSA encompasses Bastrop, Caldwell, Hays, Travis, and Williamson Counties.

Principle #4: Be prudent and make the most cost effective travel arrangements possible.

The Traveler should obtain the most cost effective rates for any travel expenses. This includes:

- booking non-refundable airfare that meets Traveler's itinerary,
- requesting conference/seminar group rates, or best available rate for accommodation,
- carpooling/sharing rides whenever possible,
- using public transportation in lieu of rental cars where feasible,
- ensuring that Texas sales tax is not incurred by explaining to vendor that Travis County is sales tax exempt. Note: Travis County's exemption applies only to Texas sales taxes, not hotel taxes. A sales tax exemption form may be obtained from the Purchasing Office,
- using cabs or obtaining a ride to Austin-Bergstrom International Airport instead of paying extended parking fees where feasible.

Principle #5: Obtain approval/encumber all travel requests before travel occurs.

Failure to comply with obtaining office/department approval may result in travel expenses declared ineligible for reimbursement. Travel expenses should generally be incurred before they are eligible for reimbursement. Reimbursement of non-encumbered travel expenses require approval by the office/department head and may also require Court approval.

Principle #6: Notify the County Auditor promptly of travel cancellations and recover any vendor advance payments.

The Traveler is financially liable and must ensure that the County is reimbursed for expenses paid in advance to vendors, such as for airfare, lodging, etc. **The Traveler, not the County, is responsible for any associated costs with failing to cancel their travel arrangements in a timely manner.** Exceptions are granted on an individual basis for such reasons as illness or emergency. A written explanation for the requested exception, signed by the official/county executive/department head, is required along with the reimbursement request.

In situations where the County has made a vendor advance payment which results in a refund that has been paid to the Traveler or that is outstanding, the County Auditor deducts the refund amount from the Traveler's reimbursement request and retains the amount until the County receives the refund. Once proof of receipt has occurred, the County Auditor releases the remaining amount of the Traveler's reimbursement.

Principle #7: Submit appropriate documentation for vendor advanced payments.

Examples include, but are not limited to:

- **Registration** – A completed registration form with Traveler's name
- **Lodging** – a confirmed reservation from the facility showing the employee's name, daily rate, dates of stay, and the facility's name/address.
- **Airfare** – confirmed reservation from Four Seasons travel (or other vendor that is willing to bill the County) or personal credit card.

Refer to the Guidelines for more details regarding advanced payments.

Principle #8: Retain and submit all applicable receipts when filing for reimbursement.

Examples of acceptable receipts include, but are not limited to:

- **Registration** – A confirmation of the paid registration or invoice from vendor.

- **Lodging** – a \$0 balance hotel invoice (shows that Traveler paid the entire bill and includes the Traveler's name, dates of stay, room rate, taxes, etc.)
- **Airfare** – Proof of payment for airline tickets.
- **Transportation** – Rental car agreement with proof of payment

Principle #9: Seek additional Office/Department, Grant, and/or Court approval for special situations.

In addition to normal approvals, the office/department, the County Auditor's Grant Analyst and/or the Court must approve the following travel situations **before** travel is requested and occurs. The situations, fully described in the Guidelines are summarized below:

Office/Department Approval

- Reimbursements for travel that was not encumbered **before** travel occurred.
- A Traveler who attends a meeting or conference that begins on a Monday or ends on a Friday makes travel arrangements outside the meeting/conference dates when net savings to the County can be documented.
- An employee combining vacation or personal leave with a business trip provided there is a net savings to the County. The County is not responsible for any costs (e.g., transportation, lodging, or meals) associated with the vacation/ personal days.
- Alternate travel arrangements (transportation mode, accommodations, or schedule) where the cost is less than the least expensive alternative and has been documented are eligible for reimbursement.

County Auditor's Grant Analyst Approval

Certain Grants may limit the amount and type of reimbursable travel expenditures. Travelers and the County Auditor's Grant Analyst should verify that any proposed travel is in accordance with the grant agreement before travel begins.

Court Approval

- Reimbursements for travel that was not encumbered **before** travel occurred (Auditor's discretion to refer this to Court for approval dependent on circumstances)
- All International Travel as well as travel to Alaska and Hawaii. Travel to these locations relating to criminal extradition, investigations, prosecutions, or similar situations are exempted from this rule.

- All decisions for driving instead of flying where travel mileage exceeds 1,000 miles round-trip and Traveler does not accept standard reimbursement (round trip coach airfare cost in place at time of travel). **Note:** this includes all transportation expenses (lodging, meals, and mileage incurred as a result of driving rather than flying). Travel involving extradition of prisoners and/or juveniles is exempt from this requirement.
- Alternate travel arrangements (transportation mode, accommodations, or schedule) where the cost is less than the least expensive alternative and has been documented and approved by the office/department are eligible for reimbursement. **Important:** The Court must approve all exceptions (i.e. where cost is greater than the least expensive alternative and office/department approval has been obtained).
- Reimbursement of applicant travel expenses when recruiting nationally and if hired, moving expenditures and employment agency fees.

Principle #10: Adhere to travel-related reimbursements for special situations.

- **Mileage Reimbursement for Elected/Appointed Officials who are ineligible to use a County-owned vehicle routinely or as an assigned take-home vehicle:** The following officials can claim reimbursement for local mileage: County Attorney, County Commissioners 1-4, County Judge, County Treasurer, Justices of the Peace 1-5, Purchasing Agent, Tax Assessor-Collector, and Medical Examiner. **Note: It is critical that mileage reimbursements comply with IRS timelines for submission. Should there be a delay in submission and the reimbursement becomes taxable income, it cannot be paid as it exceeds the compensation amount set by the Court (or authorizing Board) statutorily as part of the annual budget process.**
- **Parking Reimbursement – On Street Parking (Pay Station):** This is allowed when the employee is parked for conducting county business (not to be confused as parking to work their daily work day). Reimbursement requires submission of the Auditor's prescribed *Pay Station Parking Log* with receipts attached, filed within 30 days and no later than 60 days of the end of the month in which the parking expense was incurred.
- **Travel expense reimbursements for contractors, employment recruitment, and other non County staff:** These are reimbursed at actual expense (receipts required) at a rate not to exceed the rates outlined in the Policy and Guidelines. Any exceptions to the Policy must be presented to Court for approval.
- **Vehicle Rental (International Travel)** must include vehicle rental insurance offered by the rental agency which would include coverage for rental vehicle damage and third-party vehicle damage and bodily injury.

- **Travel Advances**, expenses paid to employees in advance for Registration, Airfare, Lodging, and Meals, are paid at the Auditor's discretion and require the following prior to travel: 1) an agreement signed by both the employee and their official/county executive/department head allowing the County Auditor to deduct the full advance from the employee's paycheck if the Travel Reimbursement Form (TRF) is not submitted within 15 days of the end of the trip; 2) An advance form signed by both the Employee and their official/county executive/department head.

Foods/Beverages for group emergency/public safety deployments: These are allowable for group (not individual or solo) deployments where command staff prohibits personnel from leaving deployment to ensure deployment is not compromised. Deployment must extend at least two hours past standard meal or special situations which prohibits an employee leaving an assigned location for a meal break. Any disallowed expenditures are a pro-rata taxable benefit to assigned employees. Documentation must include certification of the need by command staff, a list of the deployed employees, original receipts. **Note:** This principle does not prohibit/limit the purchase of water or military style Meals Ready to Eat (MREs) if command staff determines they are necessary to ensure the deployed employee's health and safety. Any expenditure must be within the office/department's existing budget.

APPENDIX 4 JURY SEQUESTRATION, & JURY MEALS IN CRIMINAL CASES

A cash fund may be set up for each Judge hearing criminal cases. The fund is used for jury meals where the Judge determines that an impaneled jury should not separate during mealtime. The County Auditor determines the amount maintained in each fund. Reimbursement is paid upon a statement signed by the Judge, and which includes a certification by each juror that s/he received a meal. If the amount spent for each meal is \$9.00 or less, no receipt is required.

In the event of jury sequestration, the County Auditor is authorized to advance the cost of sequestering in the amount ordered by the sequestering Judge to secure lodging. The amount expended for food and lodging shall follow the guidelines approved by Commissioners Court covering travel reimbursement for county employees. The need for jury sequestration may occur after the normal business hours of the county and without sufficient time to call an emergency session of the Commissioners Court. The normal procedures for claims processing may be adjusted accordingly.

Document	Location of Fund Copy
Jury meal application	Electronic
Jury meal receipt	Electronic
Jury meal statement	Electronic
Jury meal reimbursement	Electronic
Jury meal reimbursement	Electronic
Jury meal reimbursement	Electronic
Jury meal reimbursement	Electronic

APPENDIX 5 GRANTS

In an effort to better coordinate the grant-seeking activities of the County and track the outstanding commitments to provide County matching funds, PBO, the County Attorney's Office, and the County Auditor's Office must review grant applications, contracts, permissions to continue, and other related items before a grant is placed on the agenda for Commissioners Court approval. Please note that any grant related item that requires Commissioners Court approval must be coordinated through PBO and comply with the following grant rules.

All grant items for Commissioners Court consideration must be submitted to PBO, the County Auditor's Office and County Attorney's Office electronically by **Tuesday at 5:00 PM**, 14 days prior to the planned Commissioners Court meeting at which the office or department wishes the grant to be included on the agenda. Support departments may also need to review grant items. Please see the table below for required documents and routing process.

Document	Submit to	Electronic or Hard Copy
Grant Summary Sheet	PBO, County Auditor's Office and County Attorney's Office	Electronic
	FMD, HRMD, Purchasing and ITS (If applicable)	Electronic
Dept memo, application, contract and other documents	PBO, County Auditor's Office and County Attorney's Office	Electronic
	FMD, HRMD, Purchasing and ITS (If applicable)	Electronic
Documents that require signature	PBO	Hard Copy
	PBO, County Auditor's Office and County Attorney's Office	Electronic

Please contact your PBO Budget Analyst if you have any questions on which departments apply to your request. Offices or departments are strongly encouraged to involve PBO, the County Auditor's Office, the County Attorney's Office and any required support offices or departments (ITS, Purchasing, Facilities, HRMD, etc.) during the development of a new grant application as soon as possible to discuss the application and potential issues.

Review of Grant Items: The County Auditor's Office reviews the application for fiscal requirements and the County Attorney reviews it for legal requirements. PBO also reviews the item and grant summary sheet, including the stated performance measures, and submits the grant, with a recommendation for inclusion on the Commissioners Court agenda once it is ready. PBO confirms review by the County Auditor's Office and

County Attorney's Office before it is placed on the agenda. PBO's recommendation includes the fiscal impact of the program and FTE and if there is a contractual requirement to continue the program after termination of the grant. The entire item, including all terms, conditions and instructions, should be submitted for review. Changes cannot be made to the item after it has been approved by the Commissioners Court, with the exception of minor typographical corrections. The grant summary form is available as an electronic file from PBO and is shown on the next page and is required for all items requesting to be placed on the agenda.

Permission to Continue: If a grant renewal contract is not received prior to the effective date of the grant and grant employees are requested to continue on the payroll, offices or departments must submit a Permission to Continue memo and grant summary sheet to PBO and the County Auditor's Office at least four weeks prior to the end of the grant that is to be renewed so the permission to continue can be approved by Commissioners Court before the term ends. This information is used to notify the Commissioners Court that payroll expenses are requested to continue and indicates the expected date that the contract are signed. The maximum extension approved at any one time is three months, at the discretion of PBO. This rule applies only to the renewal of grants that have been received in previous years, and for which verbal assurance of continuation from the grantor has been received. A Permission to Continue is only appropriate to allow offices and departments to continue to fund payroll for employees where the grant has an ongoing commitment and there is an unusual, non-recurring delay in receiving a final executed contract. Any budget adjustments related to the approved Permission to Continue are considered as automatics.

Grant Modification Approval: Changes to dates, amounts or other minor modifications that require Commissioners Court approval must follow the same procedure as original grant contract approvals.

New Positions: When an office or department applies for a grant which includes new FTEs, the office or department should send a copy of the grant application to HRMD, ITS and FM for their review. It is essential that this is accomplished early in the grant process so that HRMD can match the new proposed position to similar positions or existing job descriptions and ITS and FM can identify any network or space needs. If there is a delay in providing the information to the support departments, there may be issues to be resolved before the item can be recommended for approval.

Performance Measures: All grants should have performance measures, including relevant outcome measures. This includes a narrative description of the outcome impact to the program. These measures should reflect the current activity of the department or office in the area where grant assistance is requested, and the expected impact of the grant on the department's activities. If the grant is for a new program, performance measures should be supplied for the new program. Offices and departments are expected to report performance measures and updated information annually during the contract term.

Grant Responsibility: Grants that involve multiple County departments need a single person to be responsible for the daily administration and management of the grant. Contact information for that person must be noted in the Grant Summary Sheet.

Direct Cost of Accounting and Audit: Please contact the County Auditor for assistance in estimating these costs. Include the estimate in the grant application if the costs are reimbursable. Offices and departments should seek reimbursement for direct accounting and audit costs when applicable.

Indirect Costs: The Commissioners Court has adopted an indirect cost plan that includes an indirect cost rate for each department or office. All grant applications should request the appropriate indirect cost as part of any grant application. The requirement to include an indirect cost rate as part of an application may be waived annually if:

- A) The total amount requested, without including indirect costs is less than \$50,000.
- B) If a department or office can provide evidence that including an indirect cost rate will result in rejection of a grant application.

See the Appendix for the approved indirect cost rate for most offices and departments as of September 6, 2011. This information is updated during the year and PBO notifies the departments of any changes. If your department is not listed in the Appendix, please contact your PBO Analyst.

Outstanding Grant Applications: PBO maintains a summary of outstanding grant applications and matching fund commitments. This summary is submitted to Commissioners Court every week as part of the regular Grant Agenda Item. Departments that are notified of the denial of a grant application should inform PBO so that the outstanding grant application summary reflects only pending County commitments.

Revenue Certification: Once the contract has been signed by all parties, the office or department must forward the originals of the signed contract to the County Clerk and the grantor. A copy of the fully executed contract must also be submitted to the County Attorney's Office, the County Auditor's Office, and the Purchasing Office. The County Auditor certifies revenue upon receipt of the fully executed contract.

Budget Creation: New grant budgets are processed as automatic budget adjustments after approval of the contract by Commissioners Court and certification of revenue by the County Auditor.

Budget Adjustments: All budget adjustments must comply with the grantor's requirements. Any budget adjustments requiring prior grantor approval are not processed until that approval is received. If a grantor de-obligates funding or a portion of funding, a budget adjustment must immediately be sent to PBO reducing each

applicable revenue and expenditure account. If changes are required to be approved by Commissioners Court the change must also follow the same procedure as grant modifications. PBO also has the discretion to place a modification that does not require Commissioners Court approval on the agenda.

Purchasing: Grant purchases are not exempt from County purchasing laws. Offices or departments must coordinate with the Purchasing Office when procuring either services or commodities using grant funds. In addition to County purchasing laws, purchases must comply with all applicable federal or state laws and contractual restrictions required in the grant. Purchase of items with a unit cost exceeding \$5,000 must be incorporated into the fixed asset management system. This applies to any items located on County property for which the County is liable, regardless of the source of funding.

Authorization for Reimbursed Grants: Many of the grants received by the County require expenditures of County funds until those expenditures are accepted and reimbursed by the grantor. All expenditures for reimbursable grants that have been approved by the Commissioners Court and for which revenue has been certified by the County Auditor are authorized until grant funds are available for reimbursement. Offices or departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible.

Expenditures funded from grant funds that are not allowed under the General Fund require a written letter of approval/authorization from the grantor.

Vehicles Funded through Grant Funds: If a department plans on purchasing a vehicle using grant funds, all the associated costs for the vehicle, such as fuel and maintenance, need to be covered by the grant. If the grant does not cover these costs, the department should reallocate non-grant resources to TNR to fund the fuel and maintenance and any other applicable cost. Any additional funding requests for fuel and maintenance should be coordinated with the approval of the grant contract.

Software Licenses and Phone Lines: If an office or department plans on charging software licenses or telephone lines to a grant, these charges must be supported by independent, third party invoices which clearly indicate the purchase and usage during the grant period. Internal documentation from the ITS department is not accepted. Budget is not transferred from a grant to another County office or department for purchase of any items, including ITS for software licenses and phone lines. Expenses are reclassified against the grant for applicable expenditures with the proper supporting documents. If the proper documentation cannot be produced to support these costs, the department should reallocate non-grant resources to ITS to fund the software licenses and phone lines. Any additional funding requests for software licenses and phone lines should be coordinated with the approval of the grant contract.

Online Management of Grants: If a grantor utilizes an online system for approvals or modifications to grants, PBO is authorized to act on behalf of the authorized official for approving or modifying grants in all of the following circumstances:

- 1) The grant authorized official is a member of the Commissioners Court;
- 2) The grant contract/application has been approved by Commissioners Court; and
- 3) The change does not significantly change the scope of service of the grant from what was approved by Commissioners Court; and

The above online management authorization also applies to any de-obligation of unspent grant funds that are 5% or less of the original award.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input type="checkbox"/>

Grant Title:			
Grant Period:	From:		To:
Grantor:			
Are the grant funds pass-through another agency? If yes list originating agency below		Yes: <input type="checkbox"/>	No: <input type="checkbox"/>
Originating Grantor:			
Originating Fund Source:	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Will County provide grants funds to a sub recipient?		Yes: <input type="checkbox"/>	No: <input type="checkbox"/>

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$0	\$0	\$0	\$0	\$0
Operating:	0	0	0	0	0
Capital Equipment:	0	0	0	0	0
Indirect Costs:	0	0	0	0	0
Total:	\$0	\$0	\$0	\$0	\$0
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE
			\$0	

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

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/31/12	9/30/12	
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						

Outcome Impact Description						

PBO Recommendation:

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?

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

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

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

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.

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

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

APPENDIX 6 ADDITIONAL GUIDANCE

A. TAX REFUNDS

The County Auditor automatically debits contra-revenue accounts (General Fund and Debt Service) to refund current and prior year tax appeals of appraised values. Interest refunds for prior year taxes are paid from a budgeted account in General Administration.

The Tax Assessor Collector calculates the expenditure requirements for tax refunds and submits these amounts to PBO for approval by the Commissioners Court.

B. CONTINGENT LIABILITIES

The County Auditor has the authority to record contingent liabilities as defined by generally accepted accounting principles to accurately reflect the financial position of the County. The Commissioners Court, County Attorney, Risk Manager, and other elected or appointed officials should notify the County Auditor in a timely manner of any potential contingent liabilities affecting any of the County funds on the County's financial records. The County Auditor notifies the Commissioners Court, the County Attorney and, where applicable, the Risk Manager of significant contingent liabilities that are recorded on the County's financial records.

C. INTERFUND TRANSFERS

Interfund transfers are movements of money between budgetary funds. Those that are adopted in the budget process are summarized in the Budget Recapitulation as "Other Financing Sources." The transfers are subject to the following rules:

- The County Auditor may make "transfers in" to the funds controlled by Commissioners Court from non-budgetary government funds that are at the discretion of elected officials, the Corporations' Boards of Directors, or the State of Texas (i.e., CAPSO, DAPSO, CSCD, etc.) as directed by the appropriate official.
- The County Auditor may only make "transfers out" of funds if approved by Commissioners Court (budgetary funds) or approved by the responsible official (non-budgetary discretionary funds).
- The County Auditor transfers monies to the Special Funds at 1/12 of the budgeted amount on a monthly basis, unless otherwise specifically notified by PBO. If a calculation of the transfer must be made during the fiscal year, PBO performs the calculation and provides the County Auditor the amount to be transferred.
- The transfer is limited to funds available in the transferring fund. If funds are not available in the transferring fund, a transfer is made only up to the amount of

available funds. If the receiving fund is at a deficit, the County Auditor, after review and approval by PBO, is authorized to transfer in a sufficient amount to cover the deficit up to the budgeted amount.

D. MID-YEAR CERTIFICATION OF REVENUES

State law limits the types of revenue which can be certified mid-year for immediate appropriation and expenditure. The County Auditor may certify public or private grant or aid money, donations and intergovernmental contract revenue which was not included in the budget for use in the current fiscal year. Offices or departments wishing to request certification of such money during the fiscal year should contact the County Auditor for assistance.

E. PERFORMANCE BASED PAY AND EMPLOYEE RECOGNITION

The Performance Based Pay (PBP) system is a mechanism for providing financial compensation for outstanding performance, experience and achievement. Offices and departments award PBP consistent with the rules established by the Commissioners Court.

If an office/department has funds in an employee recognition account, the recognition expense is not to exceed \$50.00 per employee. Amount of recognition expense should be limited to the cost of a plaque including engraving, lapel pins or other token of recognition. Food, refreshments, decorations, entertainment or other expenses associated with a ceremony, reception or dinner are not allowed.

F. COMPUTER SOFTWARE TRAINING

All computer software training for Windows and Microsoft Office products is performed by ITS. No other office or department is authorized to solicit services for this training unless training sessions are not provided by ITS within 60 days. No payment for this training is made by the County Auditor without an accompanying written authorization from ITS.

G. PERSONNEL SLOT LIST

A list of the budgeted personnel slots for Fiscal Year 12 is attached to the copy of the approved budget filed with the County Clerk. The list contains the following information for each slot within an office or department: job title, whether the position is full-time or part-time, and effective date. Offices or departments may only hire for regular positions according to this slot list unless otherwise allowed by law or approved by Commissioners Court.

H. COUNTY BENEFITS

Fringe benefits of offices and departments are budgeted based on the calculated costs of each benefit. The current benefit calculation rates as of October 1, 2011 are shown below.

Base Salary	
FICA OASDI (account 2002)	Base Salary (up to \$106,800) x 0.062
Hospitalization (account 2003)	Months on Payroll x \$696.08
Life Insurance (account 2004)	Months on Payroll x \$8.25
Retirement (account 2005)	Base Salary x 0.1227 (effective January 1, 2012)
Workers Compensation Insurance (account 2006)	Base Salary x 0.75 x "WCI Factor" Shown below
FICA Medicare (account 2007)	Base Salary x 0.0145

Please contact your PBO Analyst for Workers Compensation Insurance "WCI Factor" for position types not shown below:

Job Description	"WCI Factor"
PRINTING	0.0187
INSECT CONTROL	0.0237
INSULATION WORK & DRIVERS	0.0463
ROAD EMPLOYEES - PAVING	0.0346
ROAD MAINT MGMT PERSONNEL	0.0092
DRIVERS	0.0362
AIRPORT, HELICOPTER OPR	0.0226
LAW ENFORCEMENT, AMBULANC	0.0179
AUTO MECHANICS	0.0175
ENGINEERS, SURVEYORS	0.0032
CLERICAL	0.0026
VET HOSP & ANIMAL CONTROL	0.0096
CLINICAL PROFESSIONALS	0.0028
HOSP PROFESSIONAL & CLERK	0.0071
BUILDING MAINT & JANITOR	0.0226
PARKS & RECREATION	0.0257

I. INDIRECT COST RATES

Below is the list of indirect cost rates for each department or office to be used when applying for grants.

Approved by Commissioners Court on September 06, 2011

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%

J. Pay Scale, POPS, TCSO Positions

PG	STEP	1	2	3	4	5	6	7	8	9	10	11	
80	Cadet	hr	16,6321	16,9647									
		mo	2,882.90	2,940.55									
		yr	34,594.77	35,286.58									
81	Corrections Officer	hr	19,0896	19,5750	20,0732	20,5715	21,0702	21,5684	22,0666	22,6766	23,2867	23,8968	24,5069
		mo	3,308.86	3,393.00	3,479.35	3,565.73	3,652.17	3,738.52	3,824.88	3,910.33	4,036.36	4,142.11	4,247.86
		yr	39,706.37	40,716.00	41,752.26	42,788.72	43,826.02	44,862.27	45,898.53	47,167.33	48,436.34	49,705.34	50,974.35
82	Cert Peace Officer (CPO)	hr	20,2349										
		mo	3,507.38										
		yr	42,088.59										
83	Sr Corrections Officer	hr	20,7498	21,2771	21,8187	22,3603	22,9023	23,4439	23,9855	24,6483	25,3116	25,9749	26,6382
		mo	3,596.63	3,688.03	3,781.91	3,875.79	3,969.73	4,063.61	4,157.49	4,272.37	4,387.34	4,502.32	4,617.29
		yr	43,159.58	44,256.37	45,382.90	46,509.42	47,636.78	48,763.31	49,889.84	51,268.46	52,648.13	54,027.79	55,407.46
72	LE Deputy Sheriff	hr	22,4145	22,8629	23,3202	23,7869	24,2624	24,7478	25,2426	25,7477	26,2622	26,7875	27,3236
		mo	3,885.18	3,962.90	4,042.17	4,123.06	4,205.48	4,289.62	4,375.38	4,462.93	4,552.11	4,643.17	4,736.09
		yr	46,622.16	47,554.83	48,506.02	49,476.75	50,465.79	51,475.42	52,504.61	53,555.22	54,625.38	55,718.00	56,833.09
84	Sr CPO	hr		22,6835	23,2611	23,8386	24,4157	24,9932	25,5708	26,2779	26,9846	27,6918	28,3989
		mo		3,931.81	4,031.92	4,132.02	4,232.05	4,332.15	4,432.27	4,554.84	4,677.33	4,799.91	4,922.48
		yr		47,181.68	48,383.09	49,584.29	50,784.66	51,985.86	53,187.26	54,658.03	56,127.97	57,598.94	59,069.71
74	LE Sr Deputy Sheriff	hr	24,0284	24,6562	25,2840	25,9113	26,5391	27,1664	27,7943	28,5630	29,3313	30,1000	30,8683
		mo	4,164.92	4,273.74	4,382.56	4,491.29	4,600.11	4,708.84	4,817.68	4,950.92	5,084.09	5,217.33	5,350.51
		yr	49,979.07	51,284.90	52,590.72	53,895.50	55,201.33	56,506.11	57,812.14	59,411.04	61,009.10	62,608.00	64,206.06
75	LE Detective	hr			32,5625	33,2139	33,8654	34,5164	35,1678	35,8188	36,4747	36,8901	37,3105
		mo			5,644.17	5,757.08	5,870.00	5,982.84	6,095.75	6,208.59	6,322.28	6,394.28	6,467.15
		yr			67,730.00	69,084.91	70,440.03	71,794.11	73,149.02	74,503.10	75,867.38	76,731.41	77,605.84
88	Corrections Sergeant	hr	31,8469	32,4585	33,0814	33,7166	34,3641	35,0254	35,6996	36,3865	37,0868	37,8003	38,3527
		mo	5,520.13	5,626.14	5,734.11	5,844.21	5,956.44	6,071.07	6,187.93	6,306.99	6,428.38	6,552.05	6,647.80
		yr	66,241.55	67,513.68	68,809.31	70,130.53	71,477.33	72,852.83	74,255.17	75,683.92	77,140.54	78,624.62	79,773.62
76	LE Sergeant	hr					35,7385	36,4264	37,1277	37,8422	38,5701	39,3127	39,8868
		mo					6,194.67	6,313.91	6,435.47	6,559.31	6,685.48	6,814.20	6,913.71
		yr					74,336.08	75,766.91	77,225.62	78,711.78	80,225.81	81,770.42	82,964.54
89	Corrections Lieutenant	hr			37,8319	38,6371	39,4418	40,2470	41,0517	41,8570	42,6617	43,4664	
		mo			6,557.53	6,697.10	6,836.58	6,976.15	7,115.63	7,255.21	7,394.69	7,534.18	
		yr			78,690.36	80,365.17	82,038.94	83,713.76	85,387.54	87,062.56	88,736.34	90,410.11	
77	LE Lieutenant	hr						42,2591	43,0727	43,9015	44,7462	45,6076	
		mo						7,324.91	7,465.93	7,609.59	7,756.01	7,905.32	
		yr						87,898.93	89,591.22	91,315.12	93,072.10	94,863.81	

PG	STEP	12	13	14	15	16	17	18	19	20	21	
81	Corrections Officer	hr	25,1169	25,7275	26,3376	26,3376	26,3376	26,3376	26,3376	26,3376	26,3376	26,3376
		mo	4,353.60	4,459.43	4,565.18	4,565.18	4,565.18	4,565.18	4,565.18	4,565.18	4,565.18	4,565.18
		yr	52,243.15	53,513.20	54,782.21	54,782.21	54,782.21	54,782.21	54,782.21	54,782.21	54,782.21	54,782.21
82	Cert Peace Officer (CPO)	hr										
		mo										
		yr										
83	Sr Corrections Officer	hr	27,3015	27,9643	28,6276	28,6276	28,6276	28,6276	28,6276	28,6276	28,6276	28,6276
		mo	4,732.26	4,847.15	4,962.12	4,962.12	4,962.12	4,962.12	4,962.12	4,962.12	4,962.12	4,962.12
		yr	56,787.12	58,165.74	59,545.41	59,545.41	59,545.41	59,545.41	59,545.41	59,545.41	59,545.41	59,545.41
72	LE Deputy Sheriff	hr	27,8697	28,4275	28,9957	28,9957	28,9957	28,9957	28,9957	28,9957	28,9957	28,9957
		mo	4,830.75	4,927.43	5,025.92	5,025.92	5,025.92	5,025.92	5,025.92	5,025.92	5,025.92	5,025.92
		yr	57,968.98	59,129.20	60,311.06	60,311.06	60,311.06	60,311.06	60,311.06	60,311.06	60,311.06	60,311.06
84	Sr CPO	hr	29,1061	29,8127	30,5199	30,5199	30,5199	30,5199	30,5199	30,5199	30,5199	30,5199
		mo	5,045.06	5,167.53	5,290.12	5,290.12	5,290.12	5,290.12	5,290.12	5,290.12	5,290.12	5,290.12
		yr	60,540.69	62,010.42	63,481.39	63,481.39	63,481.39	63,481.39	63,481.39	63,481.39	63,481.39	63,481.39
74	LE Sr Deputy Sheriff	hr	31,6370	32,4053	33,1740	33,1740	33,1740	33,1740	33,1740	33,1740	33,1740	33,1740
		mo	5,483.75	5,616.92	5,750.16	5,750.16	5,750.16	5,750.16	5,750.16	5,750.16	5,750.16	5,750.16
		yr	65,804.96	67,403.02	69,001.92	69,001.92	69,001.92	69,001.92	69,001.92	69,001.92	69,001.92	69,001.92
75	LE Detective	hr	37,7358	38,4055	39,0747	39,0747	39,0747	39,0747	39,0747	39,0747	39,0747	39,0747
		mo	6,540.87	6,656.95	6,772.95	6,772.95	6,772.95	6,772.95	6,772.95	6,772.95	6,772.95	6,772.95
		yr	78,490.46	79,883.44	81,275.38	81,275.38	81,275.38	81,275.38	81,275.38	81,275.38	81,275.38	81,275.38
88	Corrections Sergeant	hr	38,9130	39,4812	40,0583	40,6432	41,2370	41,2370	41,2370	41,2370	41,2370	41,2370
		mo	6,744.92	6,843.41	6,943.44	7,044.82	7,147.75	7,147.75	7,147.75	7,147.75	7,147.75	7,147.75
		yr	80,939.04	82,120.90	83,321.26	84,537.86	85,772.96	85,772.96	85,772.96	85,772.96	85,772.96	85,772.96
76	LE Sergeant	hr	40,4693	41,0606	41,6603	42,2689	42,8864	42,8864	42,8864	42,8864	42,8864	42,8864
		mo	7,014.68	7,117.17	7,221.12	7,326.61	7,433.64	7,433.64	7,433.64	7,433.64	7,433.64	7,433.64
		yr	84,176.14	85,406.05	86,653.42	87,919.31	89,203.71	89,203.71	89,203.71	89,203.71	89,203.71	89,203.71
89	Corrections Lieutenant	hr	44,2716	45,0488	45,8397	46,6444	47,4629	48,2962	48,2962	48,2962	48,2962	48,2962
		mo	7,673.74	7,808.46	7,945.55	8,085.03	8,226.90	8,371.34	8,371.34	8,371.34	8,371.34	8,371.34
		yr	92,084.93	93,701.50	95,346.58	97,020.35	98,722.83	100,456.10	100,456.10	100,456.10	100,456.10	100,456.10
77	LE Lieutenant	hr	46,4852	47,3013	48,1316	48,9763	49,8362	50,7109	50,7109	50,7109	50,7109	50,7109
		mo	8,057.43	8,198.89	8,342.81	8,489.23	8,638.27	8,789.89	8,789.89	8,789.89	8,789.89	8,789.89
		yr	96,689.22	98,386.70	100,113.73	101,870.70	103,659.30	105,478.67	105,478.67	105,478.67	105,478.67	105,478.67

EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO TCSO POPS THE FOLLOWING APPLIES MONTHLY:			
CERTIFIED FTO:	\$125	BI-LINGUAL SKILLS TEST:	\$125
		SPANISH, VIETNAMESE	
		AMERICAN SIGN LANGUAGE	
		TCLEOSE LICENSE:	
		INTERMEDIATE	\$50
		ADVANCED	\$100
		MASTERS	\$150

Numbers that are italicized and shaded in grey may be used for pay administration purposes if needed, but were not used in the pay determination methodology.

Pay Scale, POPS, Non-TCSO Positions

PG	STEP	1	2	3	4	5	6	7	8	9	10	11	
60	Park Ranger	hr	21.2938	21.7198	22.1541	22.5976	23.0494	23.5104	23.9805	24.4603	24.9490	25.4481	25.9574
		mo	3,690.93	3,764.77	3,840.04	3,916.92	3,995.23	4,075.14	4,156.62	4,239.79	4,324.49	4,411.00	4,499.28
		yr	44,291.10	45,177.18	46,080.53	47,003.01	47,942.75	48,901.63	49,879.44	50,877.42	51,893.92	52,932.05	53,991.39
61	Deputy Constable	hr	21.2938	21.7198	22.1541	22.5976	23.0494	23.5104	23.9805	24.4603	24.9490	25.4481	25.9574
		mo	3,690.93	3,764.77	3,840.04	3,916.92	3,995.23	4,075.14	4,156.62	4,239.79	4,324.49	4,411.00	4,499.28
		yr	44,291.10	45,177.18	46,080.53	47,003.01	47,942.75	48,901.63	49,879.44	50,877.42	51,893.92	52,932.05	53,991.39
62	Deputy Constable Sr Park Ranger Sr	hr	22.8270	23.4234	24.0197	24.6157	25.2121	25.8081	26.4045	27.1348	27.8647	28.5950	29.3248
		mo	3,956.68	4,060.06	4,163.41	4,266.72	4,370.10	4,473.40	4,576.78	4,703.37	4,829.88	4,956.47	5,082.97
		yr	47,480.16	48,720.67	49,960.98	51,200.66	52,441.17	53,680.85	54,921.36	56,440.38	57,958.58	59,477.60	60,995.58
63	Park Ranger Supervisor	hr	26.8185	27.1618	27.7161	28.2817	28.8589	29.4143	29.9806	30.5575	31.1452	31.7450	32.2086
		mo	4,613.87	4,708.05	4,804.12	4,902.16	5,002.21	5,098.48	5,196.64	5,296.63	5,398.50	5,502.47	5,582.82
		yr	55,366.48	56,496.54	57,649.49	58,825.94	60,026.51	61,181.74	62,359.65	63,559.60	64,782.02	66,029.60	66,993.89
64	Constable Sergeant	hr	31.3159	31.9550	32.6071	33.2725	33.9516	34.6051	35.2713	35.9500	36.6415	37.3470	37.8924
		mo	5,428.09	5,538.87	5,651.90	5,767.23	5,884.94	5,998.22	6,113.69	6,231.33	6,351.19	6,473.48	6,568.02
		yr	65,137.07	66,466.40	67,822.77	69,206.80	70,619.33	71,978.61	73,364.30	74,776.00	76,214.32	77,681.76	78,816.19
65	Chief Park Ranger	hr	31.3159	31.9550	32.6071	33.2725	33.9516	34.6051	35.2713	35.9500	36.6415	37.3470	37.8924
		mo	5,428.09	5,538.87	5,651.90	5,767.23	5,884.94	5,998.22	6,113.69	6,231.33	6,351.19	6,473.48	6,568.02
		yr	65,137.07	66,466.40	67,822.77	69,206.80	70,619.33	71,978.61	73,364.30	74,776.00	76,214.32	77,681.76	78,816.19
66	Chief Dep Constable	hr	33.6914	34.3790	35.0806	35.7966	36.5271	37.2726	38.0332	38.7654	39.5114	40.2715	41.0468
		mo	5,839.84	5,959.03	6,080.64	6,204.74	6,331.36	6,460.58	6,592.42	6,719.34	6,848.64	6,980.39	7,114.78
		yr	70,078.11	71,508.32	72,967.65	74,456.93	75,976.37	77,527.01	79,109.06	80,632.03	82,183.71	83,764.72	85,377.34
67	Investigator	hr	31.2730	31.9112	32.5625	33.2139	33.8654	34.5164	35.1679	35.8188	36.4747	36.8902	37.3105
		mo	5,420.65	5,531.27	5,644.17	5,757.08	5,870.00	5,982.84	6,095.77	6,208.59	6,322.28	6,394.30	6,467.15
		yr	65,047.84	66,375.30	67,730.00	69,084.91	70,440.03	71,794.11	73,149.23	74,503.10	75,867.38	76,731.62	77,605.84
68	Chief Dep Const., Pct 5	hr	37.0606	37.8170	38.5888	39.3763	40.1799	40.9999	41.8366	42.6419	43.4626	44.2987	45.1516
		mo	6,423.84	6,554.95	6,688.73	6,825.23	6,964.52	7,106.65	7,251.68	7,391.26	7,533.52	7,678.44	7,826.28
		yr	77,086.05	78,659.36	80,264.70	81,902.70	83,574.19	85,279.79	87,020.13	88,895.15	90,802.21	92,141.30	93,915.33
69	Investigations Lieutenant	hr	33.6914	34.3790	35.0806	35.7966	36.5271	37.2726	38.0332	38.7654	39.5114	40.2715	41.0468
		mo	5,839.84	5,959.03	6,080.64	6,204.74	6,331.36	6,460.58	6,592.42	6,719.34	6,848.64	6,980.39	7,114.78
		yr	70,078.11	71,508.32	72,967.65	74,456.93	75,976.37	77,527.01	79,109.06	80,632.03	82,183.71	83,764.72	85,377.34

PG	STEP	12	13	14	15	16	17	18	19	20	21	
60	Park Ranger	hr	26.4762	27.0061	27.5460	27.5460	27.5460	27.5460	27.5460	27.5460	27.5460	27.5460
		mo	4,589.21	4,681.06	4,774.64	4,774.64	4,774.64	4,774.64	4,774.64	4,774.64	4,774.64	4,774.64
		yr	55,070.50	56,172.69	57,295.68	57,295.68	57,295.68	57,295.68	57,295.68	57,295.68	57,295.68	57,295.68
61	Deputy Constable	hr	26.4762	27.0061	27.5460	27.5460	27.5460	27.5460	27.5460	27.5460	27.5460	27.5460
		mo	4,589.21	4,681.06	4,774.64	4,774.64	4,774.64	4,774.64	4,774.64	4,774.64	4,774.64	4,774.64
		yr	55,070.50	56,172.69	57,295.68	57,295.68	57,295.68	57,295.68	57,295.68	57,295.68	57,295.68	57,295.68
62	Deputy Constable Sr Park Ranger Sr	hr	30.0552	30.7851	31.5154	31.5154	31.5154	31.5154	31.5154	31.5154	31.5154	31.5154
		mo	5,209.57	5,336.08	5,462.67	5,462.67	5,462.67	5,462.67	5,462.67	5,462.67	5,462.67	5,462.67
		yr	62,514.82	64,033.01	65,552.03	65,552.03	65,552.03	65,552.03	65,552.03	65,552.03	65,552.03	65,552.03
63	Park Ranger Supervisor	hr	32.6789	33.1564	33.6407	34.1322	34.6308	34.6308	34.6308	34.6308	34.6308	34.6308
		mo	5,664.34	5,747.11	5,831.05	5,916.25	6,002.67	6,002.67	6,002.67	6,002.67	6,002.67	6,002.67
		yr	67,972.11	68,965.31	69,972.66	70,994.98	72,032.06	72,032.06	72,032.06	72,032.06	72,032.06	72,032.06
64	Constable Sergeant	hr	38.4458	39.0075	39.5773	40.1555	40.7421	40.7421	40.7421	40.7421	40.7421	40.7421
		mo	6,663.94	6,781.30	6,860.07	6,960.29	7,061.96	7,061.96	7,061.96	7,061.96	7,061.96	7,061.96
		yr	79,967.26	81,135.60	82,320.78	83,523.44	84,743.57	84,743.57	84,743.57	84,743.57	84,743.57	84,743.57
65	Chief Park Ranger	hr	38.4458	39.0075	39.5773	40.1555	40.7421	40.7421	40.7421	40.7421	40.7421	40.7421
		mo	6,663.94	6,781.30	6,860.07	6,960.29	7,061.96	7,061.96	7,061.96	7,061.96	7,061.96	7,061.96
		yr	79,967.26	81,135.60	82,320.78	83,523.44	84,743.57	84,743.57	84,743.57	84,743.57	84,743.57	84,743.57
66	Chief Dep Constable	hr	41.8367	42.5711	43.3184	44.0786	44.8526	45.6398	45.6398	45.6398	45.6398	45.6398
		mo	7,251.69	7,378.99	7,508.52	7,640.29	7,774.45	7,910.90	7,910.90	7,910.90	7,910.90	7,910.90
		yr	87,020.34	88,547.89	90,102.27	91,683.49	93,293.41	94,930.78	94,930.78	94,930.78	94,930.78	94,930.78
67	Investigator	hr	37.7358	38.4055	39.0746	39.0746	39.0746	39.0746	39.0746	39.0746	39.0746	39.0746
		mo	6,540.87	6,656.95	6,772.93	6,772.93	6,772.93	6,772.93	6,772.93	6,772.93	6,772.93	6,772.93
		yr	78,490.46	79,883.44	81,275.17	81,275.17	81,275.17	81,275.17	81,275.17	81,275.17	81,275.17	81,275.17
68	Chief Dep Const., Pct 5	hr	46.0203	46.8283	47.6503	48.4865	49.3379	50.2038	50.2038	50.2038	50.2038	50.2038
		mo	7,976.85	8,116.91	8,259.39	8,404.33	8,551.90	8,701.99	8,701.99	8,701.99	8,701.99	8,701.99
		yr	95,722.22	97,402.86	99,112.62	100,851.92	102,622.83	104,423.90	104,423.90	104,423.90	104,423.90	104,423.90
69	Investigations Lieutenant	hr	41.8367	42.5711	43.3184	44.0786	44.8526	45.6398	45.6398	45.6398	45.6398	45.6398
		mo	7,251.69	7,378.99	7,508.52	7,640.29	7,774.45	7,910.90	7,910.90	7,910.90	7,910.90	7,910.90
		yr	87,020.34	88,547.89	90,102.27	91,683.49	93,293.41	94,930.78	94,930.78	94,930.78	94,930.78	94,930.78

EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO NON-TCSO POPS THE FOLLOWING APPLIES MONTHLY:			
CERTIFIED FTO:	\$125	BI-LINGUAL SKILLS TEST:	\$125
CONSTABLES CPP:	\$125	SPANISH	TCLEOSE LICENSE:
PARK RANGERS EMT B:	\$125	AMERICAN SIGN LANGUAGE	INTERMEDIATE \$50
		VIETNAMESE	ADVANCED \$100
			MASTERS \$150

K. Pay Scale, Non POPS

Pay Grd	Pay Rate	Hiring Levels										Range Width	Pay Grd Diff		
		Minimum	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Midpoint	10% Above Midpoint			Maximum	
1-4		Retired													
		Note: Travis County Livable Wage for Regular Employees is \$11.00/hr. (\$8.46 for Temporary Employees)													
5	Hourly	\$8,456.7	\$8,710.0	\$8,970.0	\$9,210.0	\$9,470.0	\$9,730.0				\$10,148.1	\$11,162.9	\$11,839.4		
	Annual	\$17,589.94	\$18,116.80	\$18,657.60	\$19,156.80	\$19,697.60	\$20,238.40				\$21,108.05	\$23,218.83	\$24,625.95	40%	7%
6	Hourly	\$9,048.0	\$9,320.0	\$9,590.0	\$9,860.0	\$10,140.0	\$10,400.0				\$10,857.6	\$11,943.4	\$12,667.2		
	Annual	\$18,819.84	\$19,385.60	\$19,947.20	\$20,508.80	\$21,091.20	\$21,632.00				\$22,583.81	\$24,842.27	\$26,347.78	40%	7%
7	Hourly	\$9,681.4	\$9,970.0	\$10,260.0	\$10,560.0	\$10,840.0	\$11,130.0				\$11,859.7	\$13,045.7	\$14,038.0		
	Annual	\$20,137.31	\$20,737.60	\$21,340.80	\$21,964.80	\$22,547.20	\$23,150.40				\$24,668.18	\$27,135.06	\$29,199.04	45%	9%
8	Hourly	\$10,357.0	\$10,670.0	\$10,980.0	\$11,290.0	\$11,600.0	\$11,910.0				\$12,687.4	\$13,956.1	\$15,017.7		
	Annual	\$21,542.56	\$22,193.60	\$22,838.40	\$23,483.20	\$24,128.00	\$24,772.80				\$26,389.79	\$29,028.69	\$31,236.82	45%	7%
9	Hourly	\$11,085.4	\$11,420.0	\$11,750.0	\$12,080.0	\$12,410.0	\$12,750.0				\$13,579.6	\$14,937.6	\$16,073.8		
	Annual	\$23,057.63	\$23,753.60	\$24,440.00	\$25,126.40	\$25,812.80	\$26,520.00				\$28,245.57	\$31,070.21	\$33,433.50	45%	7%
10	Hourly	\$11,866.1	\$12,220.0	\$12,580.0	\$12,940.0	\$13,290.0	\$13,640.0	\$14,000.0			\$14,536.0	\$15,989.6	\$17,205.8		
	Annual	\$24,681.49	\$25,417.60	\$26,166.40	\$26,915.20	\$27,643.20	\$28,371.20	\$29,120.00			\$30,234.88	\$33,258.37	\$35,788.06	45%	7%
11	Hourly	\$12,700.7	\$13,080.0	\$13,460.0	\$13,850.0	\$14,230.0	\$14,610.0	\$14,990.0			\$15,558.4	\$17,114.2	\$18,416.0		
	Annual	\$26,417.46	\$27,206.40	\$27,996.80	\$28,808.00	\$29,598.40	\$30,388.80	\$31,179.20			\$32,361.47	\$35,597.54	\$38,305.28	45%	7%
12	Hourly	\$13,587.7	\$13,990.0	\$14,400.0	\$14,810.0	\$15,220.0	\$15,620.0	\$16,030.0			\$16,645.0	\$18,309.5	\$19,702.2		
	Annual	\$28,262.42	\$29,099.20	\$29,952.00	\$30,804.80	\$31,657.60	\$32,489.60	\$33,342.40			\$34,621.60	\$38,083.76	\$40,980.58	45%	7%
13	Hourly	\$14,537.9	\$14,980.0	\$15,410.0	\$15,850.0	\$16,290.0	\$16,720.0	\$17,160.0			\$17,809.0	\$19,589.9	\$21,080.0		
	Annual	\$30,238.83	\$31,158.40	\$32,052.80	\$32,968.00	\$33,883.20	\$34,777.60	\$35,692.80			\$37,042.72	\$40,746.99	\$43,846.40	45%	7%
14	Hourly	\$15,550.7	\$16,020.0	\$16,480.0	\$16,950.0	\$17,410.0	\$17,890.0	\$18,350.0			\$19,049.6	\$20,954.6	\$22,548.5		
	Annual	\$32,345.46	\$33,321.60	\$34,278.40	\$35,256.00	\$36,212.80	\$37,211.20	\$38,168.00			\$39,623.17	\$43,585.57	\$46,900.88	45%	7%
15	Hourly	\$16,638.7	\$17,140.0	\$17,640.0	\$18,130.0	\$18,630.0	\$19,140.0	\$19,630.0			\$20,798.4	\$22,878.2	\$24,958.1		
	Annual	\$34,608.50	\$35,651.20	\$36,691.20	\$37,710.40	\$38,750.40	\$39,811.20	\$40,830.40			\$43,260.67	\$47,586.66	\$51,912.85	50%	9%
16	Hourly	\$17,800.0	\$18,340.0	\$18,870.0	\$19,400.0	\$19,940.0	\$20,470.0	\$21,000.0			\$22,250.0	\$24,475.0	\$26,700.0		
	Annual	\$37,024.00	\$38,147.20	\$39,249.60	\$40,352.00	\$41,475.20	\$42,577.60	\$43,680.00			\$46,280.00	\$50,908.00	\$55,536.00	50%	7%
17	Hourly	\$19,045.7	\$19,620.0	\$20,190.0	\$20,760.0	\$21,330.0	\$21,900.0	\$22,480.0			\$23,807.2	\$26,187.9	\$28,568.6		
	Annual	\$39,615.06	\$40,809.60	\$41,995.20	\$43,180.80	\$44,366.40	\$45,552.00	\$46,758.40			\$49,518.98	\$54,470.83	\$59,422.69	50%	7%
18	Hourly	\$20,376.0	\$20,990.0	\$21,600.0	\$22,210.0	\$22,820.0	\$23,430.0	\$24,050.0			\$25,470.0	\$28,017.0	\$30,564.0		
	Annual	\$42,382.08	\$43,659.20	\$44,928.00	\$46,196.80	\$47,465.60	\$48,734.40	\$50,024.00			\$52,977.60	\$58,275.36	\$63,573.12	50%	7%
19	Hourly	\$21,801.2	\$22,460.0	\$23,110.0	\$23,760.0	\$24,420.0	\$25,070.0	\$25,730.0			\$27,251.5	\$29,976.7	\$32,701.8		
	Annual	\$45,346.50	\$46,716.80	\$48,068.80	\$49,420.80	\$50,793.60	\$52,145.60	\$53,518.40			\$56,683.12	\$62,351.54	\$68,019.74	50%	7%
20	Hourly	\$23,332.1	\$24,040.0	\$24,730.0	\$25,430.0	\$26,130.0	\$26,830.0	\$27,530.0	\$28,230.0		\$29,165.2	\$32,081.7	\$34,998.2		
	Annual	\$48,530.77	\$50,003.20	\$51,438.40	\$52,894.40	\$54,350.40	\$55,806.40	\$57,262.40	\$58,718.40		\$60,663.62	\$66,729.94	\$72,796.26	50%	7%
21	Hourly	\$24,968.5	\$25,720.0	\$26,470.0	\$27,210.0	\$27,960.0	\$28,710.0	\$29,460.0	\$30,210.0		\$31,210.7	\$34,331.8	\$37,452.8		
	Annual	\$51,934.48	\$53,497.60	\$55,057.60	\$56,596.80	\$58,156.80	\$59,716.80	\$61,276.80	\$62,836.80		\$64,918.26	\$71,410.14	\$77,901.82	50%	7%
22	Hourly	\$26,720.6	\$27,520.0	\$28,320.0	\$29,130.0	\$29,930.0	\$30,730.0	\$31,530.0	\$32,330.0		\$33,400.8	\$36,740.9	\$40,080.9		
	Annual	\$55,578.85	\$57,241.60	\$58,905.60	\$60,590.40	\$62,254.40	\$63,918.40	\$65,582.40	\$67,246.40		\$69,473.66	\$76,421.07	\$83,368.27	50%	7%
23	Hourly	\$28,589.7	\$29,450.0	\$30,310.0	\$31,160.0	\$32,020.0	\$32,880.0	\$33,730.0	\$34,590.0		\$37,166.6	\$40,883.3	\$44,600.0		
	Annual	\$59,466.58	\$61,256.00	\$63,044.80	\$64,812.80	\$66,601.60	\$68,390.40	\$70,158.40	\$71,947.20		\$77,306.53	\$85,037.26	\$92,768.00	60%	11%
24	Hourly	\$30,595.4	\$31,510.0	\$32,430.0	\$33,350.0	\$34,270.0	\$35,190.0	\$36,100.0	\$37,020.0		\$39,774.0	\$43,751.4	\$48,952.6		
	Annual	\$63,638.43	\$65,540.80	\$67,454.40	\$69,368.00	\$71,281.60	\$73,195.20	\$75,088.00	\$77,001.60		\$82,729.92	\$91,002.91	\$101,821.41	60%	7%
25	Hourly	\$32,738.4	\$33,720.0	\$34,710.0	\$35,680.0	\$36,660.0	\$37,650.0	\$38,630.0	\$39,620.0		\$42,559.9	\$46,815.9	\$52,381.4		
	Annual	\$68,095.87	\$70,137.60	\$72,196.80	\$74,214.40	\$76,252.80	\$78,312.00	\$80,350.40	\$82,409.60		\$88,524.59	\$97,377.07	\$108,953.31	60%	7%
26	Hourly	\$35,029.6	\$36,080.0	\$37,140.0	\$38,180.0	\$39,240.0	\$40,280.0	\$41,340.0	\$42,380.0		\$45,538.5	\$50,092.4	\$56,047.4		
	Annual	\$72,861.57	\$75,046.40	\$77,251.20	\$79,414.40	\$81,619.20	\$83,782.40	\$85,987.20	\$88,150.40		\$94,720.08	\$104,192.19	\$116,578.59	60%	7%
27	Hourly	\$37,479.1	\$38,600.0	\$39,730.0	\$40,860.0	\$41,970.0	\$43,100.0	\$44,230.0	\$45,350.0		\$48,722.9	\$53,595.2	\$59,966.6		
	Annual	\$77,956.53	\$80,288.00	\$82,638.40	\$84,988.80	\$87,297.60	\$89,648.00	\$91,998.40	\$94,328.00		\$101,343.63	\$111,478.02	\$124,730.53	60%	7%
28	Hourly	\$40,107.9	\$41,310.0	\$42,520.0	\$43,720.0	\$44,930.0	\$46,130.0	\$47,320.0	\$48,530.0		\$52,140.3	\$57,354.3	\$64,172.6		
	Annual	\$83,424.43	\$85,924.80	\$88,441.60	\$90,937.60	\$93,454.40	\$95,950.40	\$98,425.60	\$100,942.40		\$108,451.82	\$119,296.94	\$133,479.01	60%	7%
29	Hourly	\$42,916.2	\$44,210.0	\$45,490.0	\$46,780.0	\$48,060.0	\$49,350.0	\$50,650.0	\$51,930.0		\$55,791.1	\$61,370.2	\$68,665.9		
	Annual	\$89,265.70	\$91,956.80	\$94,619.20	\$97,302.40	\$99,964.80	\$102,648.00	\$105,352.00	\$108,014.40		\$116,045.49	\$127,650.02	\$142,825.07	60%	7%
30	Hourly	\$45,925.1	\$47,300.0	\$48,680.0	\$50,060.0	\$51,430.0	\$52,820.0	\$54,190.0	\$55,570.0		\$59,702.7	\$65,673.0	\$73,480.2		
	Annual	\$95,524.21	\$98,384.00	\$101,254.40	\$104,124.80	\$106,974.40	\$109,865.60	\$112,715.20	\$115,585.60		\$124,181.62	\$136,599.84	\$152,838.82	60%	7%
31	Hourly	\$49,145.2	\$50,610.0	\$52,090.0	\$53,570.0	\$55,040.0	\$56,520.0	\$57,990.0	\$59,470.0		\$63,888.8	\$70,277.7	\$78,632.3		
	Annual	\$102,222.02	\$105,268.80	\$108,347.20	\$111,425.60	\$114,483.20	\$117,561.60	\$120,619.20	\$123,697.60		\$132,888.70	\$146,177.62	\$163,555.18	60%	7%
32	Hourly	\$52,586.9	\$54,160.0	\$55,740.0	\$57,320.0	\$58,900.0	\$60,480.0	\$62,050.0	\$63,630.0		\$68,363.0	\$75,199.3	\$84,139.0		
	Annual	\$109,380.75	\$112,652.80	\$115,939.20	\$119,225.60	\$122,512.00	\$125,798.40	\$129,064.00	\$132,350.40		\$142,195.04	\$156,414.54	\$175,009.12	60%	7%
33	Hourly	\$56,268.0	\$57,960.0	\$59,700.0	\$61,490.0	\$63,330.0	\$65,230.0	\$67,190.0	\$69,210.0		\$73,148.4	\$80,463.2	\$90,028.7		
	Annual	\$117,037.44	\$120,556.80	\$124,176.00	\$127,899.20	\$131,726.40	\$135,678.40	\$139,755.20	\$143,956.80		\$152,148.60	\$167,363.46	\$187,259.76	60%	7%
34	Hourly	\$60,206.8	\$62,010.0	\$63,870.0	\$65,790.0	\$67,760.0	\$69,790.0	\$71,880.0	\$74,040.0		\$78,268.8	\$86,095.7	\$96,330.9		
	Annual	\$125,230.14	\$128,980.80	\$132,849.60	\$136,843.20	\$140,940.80	\$145,163.20	\$149,510.40	\$154,003.20		\$162,799.19	\$179,079.11	\$200,368.23	60%	7%
35	Hourly	\$64,421.3	\$66,350.0	\$68,340.0	\$70,390.0	\$72,500.0	\$74,680.0	\$76,920.0	\$79,230.0		\$83,747.7	\$92,122.5	\$103,074.1		
	Annual	\$133,996.30	\$138,008.00	\$142,147.20	\$146,411.20	\$150,800.00	\$155,334.40	\$159,993.60	\$164,798.40		\$174,195.20	\$191,614.71	\$214,394.09	60%	7%



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 2011

Prepared By/Phone Number:

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", is written over the text of the "Elected/Appointed Official/Dept. Head" field.

AGENDA LANGUAGE: Discuss and take appropriate action on Fiscal Year 2012 Budget issues.

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 by Tuesdays at 5:00 p.m. for the next week's meeting.



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 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 TexPool, Local Government Investment Pool, for the Corporations Manager to manage any cash transactions as needed.

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 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

DATE: September 6, 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 four months and has attended the required Public Funds Investment training. We are requesting authorization for Ms. Shields so that she would be able to manage the cash positions for the Travis County Corporations as needed.

Attached are the forms authorizing Andrea to invest for Travis County in TexPool, a Local Government Investment Pools in which Travis County is a participant.

Please authorize the forms to allow Andrea to invest for Travis County Housing Finance and Travis County Health Facilities and authorize Judge Biscoe to sign the Resolution allowing her to invest in TexPool.

Thank you.

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



**Resolution
 Authorizing Participation in the TexPool Investment Pools
 And Designating Authorized Representatives**

WHEREAS, Travis County Housing Finance/ 78294

("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

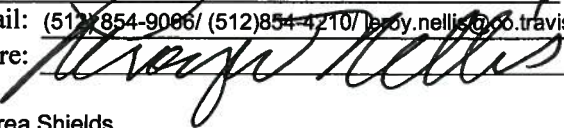
WHEREAS, the Texas Local Government Investment Pools ("TexPool/TexPool Prime"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

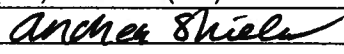
NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in it's name in **TexPool/TexPool Prime**, for the purpose of transmitting local funds for investment in **TexPool/TexPool Prime**.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in **TexPool/TexPool Prime** and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

List of the authorized representatives of the Participant. These individuals will be issued P.I.N. numbers to transact business via the phone with a Participant Service Representative.

1. Name: Deborah Laudermilk Title: Investment Manager
 Phone/Fax/Email: (512) 854-9779/ (512)854-4210/ deborah.laudermilk@co.travis.tx.us
 Signature: 

2. Name: Leroy Nellis Title: Budget Director
 Phone/Fax/Email: (512) 854-9066/ (512)854-4210/ leroy.nellis@co.travis.tx.us
 Signature: 

3. Name: Andrea Shields Title: Corporations Manager
 Phone/Fax/Email: (512) 854-9116/ (512)854-4210/ andrea.shields@co.travis.tx.us
 Signature: 

4. Name: _____ Title: _____
 Phone/Fax/Email: _____
 Signature: _____

5. Name: _____ Title: _____
Phone/Fax/Email: _____
Signature: _____

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: Andrea Shields

In addition and at the option of the Participant, one additional authorized representative can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

6. Name _____ Title _____
Phone/Fax/Email: _____

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until **TexPool/TexPool Prime** receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ____ Day of _____, 20 ____.

NAME OF PARTICIPANT _____

BY: _____
Signature

Printed Name

Title

ATTEST: _____
Signature

Printed Name

Title

OFFICIAL SEAL



**Resolution
Authorizing Participation in the TexPool Investment Pools
And Designating Authorized Representatives**

WHEREAS, Travis County Health Facilities/ 78291

("Participant") is a local government or state agency of the State of Texas and is empowered to delegate to the public funds investment pools the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pools ("**TexPool/TexPool Prime**"), public funds investment pools, were created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in it's name in **TexPool/TexPool Prime**, for the purpose of transmitting local funds for investment in **TexPool/TexPool Prime**.
- B. That the individuals, whose signatures appear in this Resolution, are authorized representatives of the Participant and are each hereby authorized to transmit funds for investment in **TexPool/TexPool Prime** and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

List of the authorized representatives of the Participant. These individuals will be issued P.I.N. numbers to transact business via the phone with a Participant Service Representative.

1. Name: Deborah Lauder milk Title: Investment Manager
 Phone/Fax/Email: (512) 854-9779 / (512) 854-4210 / deborah.laudermilk@co.travis.tx.us
 Signature:

2. Name: Leroy Nellis Title: Budget Director
 Phone/Fax/Email: (512) 854-9066 / (512) 854-4210 / leroy.nellis@co.travis.tx.us
 Signature:

3. Name: Andrea Shields Title: Corporations Manager
 Phone/Fax/Email: (512) 854-9116 / (512) 854-4210 / andrea.shields@co.travis.tx.us
 Signature:

4. Name: _____ Title: _____
 Phone/Fax/Email: _____
 Signature: _____

5. Name: _____ Title: _____
Phone/Fax/Email: _____
Signature: _____

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: Andrea Shields

In addition and at the option of the Participant, one additional authorized representative can be designated to perform inquiry only of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

6. Name _____ Title _____
Phone/Fax/Email: _____

C. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until **TexPool/TexPool Prime** receives a copy of any such amendment or revocation.

This resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the ____ Day of _____, 20 ____.

NAME OF PARTICIPANT _____

BY: _____
Signature

Printed Name

Title

ATTEST: _____
Signature

Printed Name

Title

OFFICIAL SEAL



Travis County Commissioners Court Agenda Request

Meeting Date: 9/13/2011, 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 contract with the Office of the Governor, Criminal Justice Division, for Juvenile Probation to continue the existing Juvenile Accountability Block Grant Juvenile Assessment Center Program;
- B. Annual contract with the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment, for Juvenile Probation to receive year two of a potential four year grant to continue to enhance the department's existing drug court;
- C. Approve minor form revisions requested by the grantor for the Phase 29 contract for the Emergency Food and Shelter Program in the Health and Human Services and Veterans Service Department;
- D. Annual contract with the Corporation for National and Community Service (through the OneStar Foundation) for Health and Human Services and Veterans Service to continue the Americorps Program to support the activities of the Texas AgriLife Extension's 4-H capital program;
- E. Annual contract with the United States Department of Health and Human Services for Travis County to continue to participate in the Parenting in Recovery Project with Travis County Health and Human Services and Veterans Service serving as the regional partnership project lead. The contract is for the fifth and final year of the grant; and
- F. Annual Memorandum of Understanding with Casey Family Programs and Texas Department of Family and Protective Services for the Casey Family Programs Community and Family Reintegration Project Care Coordinator in Health and Human Services and Veterans Service.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This week's grant packet has six items. Items A and B are annual contracts to continue Juvenile Probation programs. Item C is the approval of minor form revisions requested by the grantor for the Emergency Food and Shelter Program in Health and Human Services and Veterans Service. Item D is the annual contract for the AmeriCorps Program in Health and Human Services and Veterans Service. Item E is the contract for the fifth and final year of funding for the Parenting in Recovery Project in Health and Human Services and Veterans Service. Item F is the Memorandum of Understanding with Casey Family Programs and the Texas Department of Family and Protective Services that will provide resources for a Care Coordinator for the Casey Family Programs Community and Family Reintegration Project in Health and Human Services and Veterans Service.

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:

Items D and E require a cash matches that are budgeted for FY 12. Items A, B, C and F do not require cash matches.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leroy Nellis
Cheryl Aker

TRAVIS COUNTY

9/13/2011

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 #	
Contracts											
A	45	Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center	9/1/2011 - 8/31/2012	\$126,920	\$14,103	\$0	\$141,023	1.5	R	MC	17
B	45	Juvenile Treatment Drug Court - SAMHSA/CSAT	9/30/2012 - 9/29/2012	\$198,200	\$0	\$0	\$198,200	0	R	MC	47
C	58	Emergency Food and Shelter Program Phase 29*	1/1/2011 - 12/31/2011	\$80,571	\$0	\$0	\$80,571	0	R	S	68
D	58	AmeriCorps	8/1/2011 - 7/31/2012	\$298,922	\$236,045	\$183,061	\$718,028	26.5	R	MC	76
E	58	Parenting in Recovery	9/30/2011 - 9/29/2012	\$500,000	\$80,189	\$86,811	\$667,000	1	R	EC	122
F	58	Casey Family Programs Community and Family Reintegration Project	1/1/2011 - 12/31/2011	\$80,000	\$0	\$0	\$80,000	1	R	S	153

* Amended from original. There is no change to the approved amounts or term dates, only revision to forms required by the grantor.

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
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
24	Travis County Veteran's Court*	9/1/2010-12/31/2011	\$40,000	\$0	\$0	\$40,000	0	7/12/2011
37	Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	\$5,000	\$0	\$0	\$5,000	0	8/23/2011
24	Travis County Veterans Court	1/1/2012-12/31/2012	\$60,050	\$0	\$0	\$50,050	0	8/23/2011

58	Emergency Food & Shelter Program Phase 29	1/1/2011- 12/31/2011	\$111,839	\$0	\$0	\$111,839	0	8/23/2011
55	Justice Reinvestment Initiative	10/1/2011 - 9/30/2012	\$500,000	\$0	\$0	\$500,000	0	8/30/2011
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	9/6/2012
			\$30,510,174	\$6,990,083	\$783,186	\$40,083,446	52.91	

* 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

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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	4/1/2010 - 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
58	Emergency Food and Shelter Program Phase 29	1/1/2011 - 12/31/2011	\$80,571	\$0	\$0	\$80,571	0	9/6/2012
23	Title IV-E Legal Administration	10/1/2011 - 9/30/2012	\$300,684	\$0	\$0	\$300,684	0	9/6/2012

*Amended from original agreement.

\$43,128,933	\$5,051,618	\$348,261	\$48,528,811	123.16
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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

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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
Totals		\$854,624	\$854,624	\$2,034,248	93.5			

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

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

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

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

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

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court		FY 09		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	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 7,252,569	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,507,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

County impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

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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:	Juvenile Probation
Contact Person/Title:	Michael Williams
Phone Number:	854-7011

Grant Title:	FY 11 Office of the Governor Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center		
Grant Period:	From:	9/1/2011	To: 8/31/2012
Grantor:	Office of the Governor (OOG)		
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:	\$55,400			14,103		69,503
Operating:	69,033					69,033
Capital Equipment:						0
Indirect Costs:	2,487					2,487
Total:	\$126,920	\$0	\$0	\$14,103	\$0	\$141,023
FTEs:	1.00			0.50		1.5

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

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						
Total number of youth receiving mental health and/or substance abuse screening	2090	560				2195
Number (percentage) of youth identified as requiring more extensive assessment	1000 (48%)	266 (48%)				1053 (48%)
Number (percentage) of youth who receive more extensive assessment based on need	900 (90%)	151 (57%)				948 (90%)
Measures For Grant						

Graduated Sanctions	2100	566				2205
Outcome Impact Description	Number of eligible youth served using Graduated Sanctions approaches					
Successful Completion	2090	560				2195
Outcome Impact Description	Number of program youth completing program requirements					
Full Assessments Given	2090	560				2195
Outcome Impact Description	Number of program youth fully assessed using risk and needs assessments					
Recidivism	250	5				253
Outcome Impact Description	Number of youth who reoffend					
Services Received	900 of 1000	151 of 266				948 of 1053
Outcome Impact Description	Number of times services identified through youth assessment that are actually received by the assessed youth.					
Detentions Alternatives	1050	229				1075
Outcome Impact Description	Number of cases that result in alternatives to detention					
Services Not Received	100 out of 1000	115				105 of 1053
Outcome Impact Description	Number of youth who cannot receive identified services (e.g., slots full, service not provided locally).					

PBO Recommendation:

Juvenile Probation is requesting Commissioners Court approval of the annual contract with the Office of the Governor, Criminal Justice Division for the existing Juvenile Assessment Center Grant Program. The supplemental funding supports the program, which provides juveniles with a comprehensive Adolescent Severity Inventory (substance abuse), a mental status examination and screening for developmental disabilities at the front end of the referral process to the department so they can be directed to the appropriate services.

This is the continuation of an existing grant that was first approved in FY 99. The required grant match is met through the department existing budget and no additional resources are needed. In addition, the grant does not require the service level be continued after termination of the grant cycle.

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?

The JABG program's purpose is to develop programs that promote greater accountability in the Juvenile Justice System. Screening and assessing youth at the front end of the referral process to Travis County Juvenile Probation (TCJPD) ensures proper service delivery and case management for youth with substance abuse issues, mental health disorders, and/or developmental delays. Proper screening and further assessments when indicated affords juveniles a greater opportunity to change their life-course when give proper support at onset of the activity in the juvenile justice system. The goal of the program is to screen and assess all youth who are referred to TCJPD in a timely fashion and direct them to appropriate services that may be needed to reduce substance abuse, address mental health issues, and /or address developmental delays in order to divert them from a path of serious, violent and chronic delinquency. The grant will pay for one FTE counselor and/or Therapist (licensed) and another licensed counselor and/or Therapist as the required cash match of \$14,103. This grant requires the support from the Local Advisory Board. Our local advisory board is the Community Justice Council of Travis; which will be signing a resolution on Monday, January 24th in support of this project.

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

N/A There is no long term County Commitments.

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

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

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

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

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

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

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

N/A. This is not a new program.

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

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



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO, Senior Budget Analyst

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

THROUGH: *Michael Williams*
Michael Williams
Senior Financial Analyst

SUBJECT: FY 2012 Office of the Governor Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center

DATE: August 31, 2011

Mr. Gatlin,

Travis County Juvenile Probation Department (TCJPD) has been awarded \$126,920 through the Office of The Governor (OOG); the Juvenile Accountability Block Grant (JABG) grant. This will be used to underwrite the Juvenile Assessment Center (JAC). The goal of this program is to screen and assess all youth at the front end of the referral process to TCJPD. This ensures timely service delivery and case management for youth with substance-abuse issues, mental-health disorders, and/or developmental delays in order to divert them from a path of serious, violent and chronic delinquency. The grant will pay for one FTE Counselor and/or Therapist (licensed) at 100% and the County's 10% match will be a Counselor and/or Therapist (non-licensed).

Please review this item and place it on the **September 13th** Commissioner's Court agenda for their consideration and signature. You may contact Mike Williams at 854-7011 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Matt Naper, Financial Analyst, County Auditor
Britt Canary, Deputy Chief
Dr. Daniel Hoard, Psychologist
Sylvia Mendoza, Division Director, Financial Services
Mike Williams, Financial Analyst
Grant File

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State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 18, 2011

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704-5513

Dear Judge Biscoe:

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	JB-10-J20-13391-13	CFDA or State ID:	16.523
Program Fund:	JB-Juvenile Accountability Incentive Block Grants		
Grantee Name:	PREVIEW - Travis County - PREVIEW -		
Project Title:	JABG Local Juvenile Assessment Center		
Grant Period:	09/01/2011 - 08/31/2012		
Liquidation Date:	11/29/2012		
Date Awarded:	August 18, 2011		
CJD Grant Manager:	Lance White		

CJD Award Amount:	\$126,920.00
Grantee Cash Match:	\$14,103.00
Grantee In Kind Match:	\$0.00
Total Project Cost:	\$141,023.00

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

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

1



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: August 18, 2011

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

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

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjdonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

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

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

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

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

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

Agency Name: Travis County
Grant/App: 1339113 **Start Date:** 9/1/2011 **End Date:** 8/31/2012

Project Title: JABG Local Juvenile Assessment Center
Status: Pending AO Acceptance of Award

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460001922000

Application Eligibility Certify:
Created on:12/3/2010 1:14:42 PM By:Michael Williams

Profile Information

Applicant Agency Name: Travis County
Project Title: JABG Local Juvenile Assessment Center
Division or Unit to Administer the Project: Juvenile Probation Department
Address Line 1: 2515 South Congress Avenue
Address Line 2:
City/State/Zip: Austin Texas 78704-5513
Start Date: 9/1/2011
End Date: 8/31/2012

Regional Council of Governments(COG) within the Project's Impact Area: Capital Area Council of Governments
Headquarter County: Travis
Counties within Project's Impact Area: Travis

Grant Officials:

Authorized Official

User Name: Samuel Biscoe
Email: sam.biscoe@co.travis.tx.us
Address 1: Post Office Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9555 Other Phone:
Fax: 512-854-9535
Title: The Honorable
Salutation: Judge

Project Director

User Name: Estela Medina
Email: estela.medina@co.travis.tx.us
Address 1: 2515 South Congress Avenue
Address 1:
City: Austin, Texas 78704
Phone: 512-854-7069 Other Phone:
Fax: 512-854-7097
Title: Ms.
Salutation: Chief

Financial Official

User Name: Susan Spataro
Email: susan.spataro@co.travis.tx.us

Address 1: P.O. Box 1748
Address 1:
City: Austin, Texas 78767
Phone: 512-854-9125 Other Phone:
Fax: 512-854-6640
Title: Ms.
Salutation: Ms.

Grant Writer

User Name: Michael Williams
Email: michael.williams@co.travis.tx.us
Address 1: 2515 South Congress Avenue
Address 1:
City: Austin , Texas 78704
Phone: 512-854-7011 Other Phone: 512-963-9196
Fax: 512-854-7097
Title: Mr.
Salutation: Mr.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide juvenile prevention and / or intervention services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460001922000
Data Universal Numbering System (DUNS): 030908842

Narrative Information

Primary Mission and Purpose

The Juvenile Accountability Block Grant (JABG) Program's purpose is to develop programs that promote greater accountability in the juvenile justice system.

Funding Levels

The anticipated funding levels for the Juvenile Accountability Block Grant (JABG) program are as follows:

- Minimum Award - \$10,000
- Maximum Award - None
- The Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. The match requirement may be met through cash contributions only.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Local Advisory Board - Each unit of local government is required to establish an advisory board consisting of individuals representing police departments, sheriffs' offices, prosecutors, probation officers, juvenile courts, schools, businesses, and faith-based, fraternal, nonprofit, or social service organizations involved in juvenile crime and delinquency. The local advisory board is responsible for the development of a coordinated enforcement plan for the use of grant funds based on an analysis of the local juvenile justice system. The analysis determines the most effective use of grant funds within the sixteen program purpose areas that apply to those grant funds. The plan serves as the project narrative and summary and should follow the general format of a project narrative and summary as outlined in this solicitation. In the space provided, enter the number of individuals representing each of the groups listed below.

Note: *Although the **Local Advisory Board** section is not applicable to discretionary applicants, you must enter a numeric value in each box. Discretionary applicants should enter a zero ('0') in the boxes below.*

Enter the number of advisory group members representing **Police Departments:**

1

Enter the number of advisory group members representing **Sheriff Offices:**

1

Enter the number of advisory group members representing **Prosecutors:**

1

Enter the number of advisory group members representing **Juvenile Courts:**

1

Enter the number of advisory group members representing **Schools:**

1

Enter the number of advisory group members representing **Businesses:**

0

Enter the number of advisory group members representing **Social Service Agencies** (e.g., faith-based, fraternal, non-profit, etc.):

1

Local Advisory Board Resolution - A Local Advisory Board Resolution form has been signed by members of the local juvenile justice advisory board and is on file with the application agency.

Note: *The **Local Advisory Board Resolution** section is not applicable to discretionary applicants.*

Juvenile Justice Board Priorities - Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding.

Prevention and Early Intervention at First Offense - Fund programs or other initiatives designed to positively impact youth prior to their involvement in the juvenile justice system or at their first offense and divert them from a path of serious, violent and chronic delinquency. Programs may include support for school resource officers, alcohol and substance abuse education, mentoring and after-school programs.

Disproportionate Minority Contact (DMC) - Decrease DMC, which exists if minority youth have a higher rate of contact with the juvenile justice system than do non-Hispanic white youth. Fund programs or other initiatives designed to address the disproportionate number of juvenile members of minority groups who come into contact with the juvenile justice system.

Gang Prevention and Intervention - Fund programs that address issues related to juvenile gang activity and the recruitment of juvenile members. These issues include information sharing and prevention and intervention efforts directed at reducing gang-related activities.

Specialized Treatment Services - Fund programs that address the use and abuse of illegal substances, prescription and non-prescription drugs and alcohol. Counseling and professional therapy may also be provided to sex offenders and youth with anger management issues.

Juvenile Justice System Impact - Fund programs designed to impact offender accountability or improve the practices, policies or procedures within the juvenile justice system including rehabilitating and educating youth who have been involved in the juvenile justice system so that future involvement in criminal activity is deterred.

Waiver of Funds - Any entity receiving a local allocation may waive the ability to apply for funds and choose instead to waive the allocation to a larger or neighboring city, county or Native American tribe that

will still benefit the waiving area's jurisdiction. The applicant agency is responsible for obtaining a completed JABG Waiver of Funds Form from each agency that chooses to waive its allocation to the applicant. CJD will not award any additional waived funds to the applicant organization until a completed JABG Waiver of Funds Form is signed and fax to CJD at (512) 475-2440 by the application submission deadline. The JABG Waiver of Funds Form is available [here](#) or can be downloaded from CJD's website at <https://egrants.governor.state.tx.us/updates.aspx>. In the space provided below, enter the name of the agency waiving funds, amount of funds waived, and the name of the waiving agency's authorized official.

Note: Although the **Waiver of Funds** section is not applicable to discretionary applicants, you must select a value in the box. Discretionary applicants should select not applicable ('N/A') in the box below.

Does this application include funds waived from another jurisdiction?

Select the appropriate response:

- Yes
- No
- N/A

If you selected **Yes** above, enter the name of the waiving agency and amount of waived funds (e.g., Anywhere County - \$25,000). If multiple jurisdictions are waiving funds to your agency, include the names and amounts for each agency.

Enter the name(s) and amount(s) for waived funds:

Drug Court Program Requirements

Drug Court programs that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 469 of the Texas Health and Safety Code must incorporate the following ten (10) essential characteristics of drug courts noted below and codified in Texas Health and Safety Code §469.001 to be eligible for funding:

Ten Essential Characteristics

Integration of Services - The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

Non-Adversarial Approach - The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

Prompt Placement - Early identification and prompt placement of eligible participants in the program.

Access - Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Abstinence Monitoring - Monitoring of abstinence through weekly alcohol and other drug testing.

Compliance Strategy - A coordinated strategy to govern program responses to participants' compliance.

Judicial Interaction - Ongoing judicial interaction with program participants.

Evaluation - Monitoring and evaluation of program goals and effectiveness.

Education - Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Partnerships - Development of partnerships with public agencies and community organizations.

General Approaches

- Pre-adjudication - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- Reentry - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transition and reintegration into society.
- Civil - Participants enter the drug court program in relation to suits affecting the parent-child relationship, child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** this drug court will follow below.

Select all that apply:

- Pre-adjudication
- Post-adjudication
- Reentry
- Civil
- N/A

Observation - The drug court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one drug court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures - The drug court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing - The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Jurisdiction - Provide the name of the court administering the Drug Court program (*e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court*). If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

n/a

Drug Court Date - If the Drug Court has commenced operations, provide the date that this Drug Court was established.

Drug Court Type

- Adult - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- Family - Programs serving parents who enter the drug court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- Juvenile - Programs serving juveniles (either pre-adjudication, post-adjudication, or reentry).

Select the type of drug court that will be operated:

- Adult
- Family
- Juvenile
- N/A

Will the drug court accept **DWI offenders**?

Select the appropriate response:

- Yes
- No
- N/A

Presiding Judge - The presiding judge of a drug court funded with Drug Court funds must be an active judge holding elective office or a master. Persons eligible for appointment may not be a former or retired judicial officer. Is the presiding judge of the drug court an active judge holding elective office or a master?

Select the appropriate response:

- Yes
- No
- N/A

Enter the name of the **Presiding Judge** for the Drug Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

Enter the name of the **Drug Court Coordinator**. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

***Note:** The Drug Court Coordinator usually monitors the operation of the Drug Court, supervises Drug Court staff, participates in Drug Court judicial staff meetings, prepares and oversees Drug Court contracts with service providers, maintains data on Drug Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Drug Court.*

Has the drug court ever applied for **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

Has the drug court ever received **federal funding**?

Select the appropriate response:

- Yes
- No
- N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and explain how CJD funds will be used to support or expand the project and not replace existing funds.

Enter the federal funding description:

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of

Justice Programs.

Enter the Name of the Civil Rights Liaison:

Dana Hess Employment Specialist

Enter the Address for the Civil Rights Liaison:

Travis County Human Services 1010 Lavaca St. Second Floor Austin, TX. 78701

Enter the Phone Number for the Civil Rights Liaison:

5128549165

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under either the Juvenile Accountability Block Grant (JABG) Local or Discretionary Solicitations.

X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.

Enter your problem statement:

In Travis County, juvenile offenders with unidentified challenges (mental health issues, substance abuse, and developmental delays, to name a few) have lower success rates of compliance with societal rules in general and more stringent rules of probation in particular. If these challenges remain unidentified, these same youth return to Court as a result of non-compliance or subsequent offenses.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.

Enter your supporting data:

Juveniles referred to TCJPD receive assessments to screen for mental health and substance abuse issues through the Juvenile Assessment Center (JAC) prior to adjudication. By accurately assessing youth early in the process, juvenile offenders are directed to the most appropriate treatment services to receive the proper support needed in order to reduce the likelihood of re-offending. The JAC rapidly screens and assesses referred youth; increases efficiency, and reduces the number of supervision violations by identifying challenges at the front-end of the juvenile-justice process, challenges underlying substance abuse, mental health, educational, and developmental obstacles. In FY 10, 32% (1,557/4,902) of those referred indicated a need for further mental health assessments. Furthermore, 41% (1,494/3,618) indicated a need for further substance abuse screening. Those whose mental health assessment identified a mental health need had a higher rate of recidivism (31%) than those in the general population who did not (22%). Additionally, those identified as having a substance abuse treatment need had a higher recidivism rate (32%) than those in the general population who did not (26%).

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project will address.

Enter your community planning needs:

The Travis County 2009-11 Community Plan JJDP Funding Priority #3 addresses Mental Health Services to at-risk youth who are chemically dependent. According to CAPCOG, the FY 2010-11 Community Planning process will begin Spring 2011. TCJPD participates every year in this process.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

To identify at the front-end of the juvenile-justice system challenges pertaining to substance abuse, mental health, and educational needs of youth referred Travis County Juvenile Probation Department then expedite linkage to identified services and provide recommendations to the Court.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each CWA. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the CWA(s). You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available [here](#) for your convenience.

Enter your cooperating working agreement(s):

N/A

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

n/a

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

Youth with unidentified special needs have a **low success rate** of compliance with their rules of probation. Often problems are identified after adjudication or disposition, many times resulting as an issue of non-compliance or even subsequent offenses. **In FY10, there were 5,415 youth referred to the Travis County Juvenile Probation Department for a criminal offense/violation of probation. Approximately eighty percent referred to Travis County Juvenile Probation Department (TCJPD) receive an initial screening with the Massachusetts Youth Screening Instrument - Second Version (MAYSI-2) and Substance Use Survey (SUS). When indicated by the either the MAYSI-2 or SUS, additional assessments including a secondary screening interview, a Mental Health Assessment (MHA), the Comprehensive Assessment Severity Inventory (CASI), or a psychological evaluation is completed by a qualified credentialed mental health professional. Resulting assessments will then undergo a multi-disciplinary staffing that will identify the needed services and the need for any additional assessment. The recommendations include service type, service level, provider, and the initial appointment time. The goal of this project is to rapidly identify substance abuse, mental health, and educational needs of youth between the ages of 10 through 17 years old, referred to the Travis County Juvenile Probation Department in order to expedite linkage to identified services and provide assessment identified recommendations to the Court. In meeting its objectives through this program, it was determined that 951 (47%) youth from the 2042 screenings completed had either mental health or substance use identified. A comprehensive assessment was administered to 799 youth.**

Project Activities Information

Juvenile Justice Board Priorities

Select the Juvenile Justice Priority that best fits your project:

- Prevention and Early Intervention at First Offense
- Gang Prevention and Intervention
- Specialized Treatment Services
- Juvenile Justice System Impact

Drug Courts

Does your project have a Steering Committee that helps direct and enhance your court's operations?

- Yes
- No
- N/A

List the members of your drug court team and describe their role in supporting the participants.

Provide the average caseload size for a full-time case manager/probation officer assigned to this project.

Provide your project's policy on drug testing participants.

Describe the process you will use to determine your project's effectiveness.

Provide the total cost for operating your project during the previous fiscal year. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)

0

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year. (This may include local or state funds and any other charges to participants.)

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.).

Fees collected by your County in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances):

Provide the total collected in the previous fiscal year by your county. (The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.)

0

Of the fees collected in your county, provide the amount that was directed to your project?

0

Describe how your project used those fees?

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Risk and Needs Assessment	100.00	Youth physically referred to the Travis County Juvenile Probation Department will be screened with the Massachusetts Youth Screening Instrument - Second Version (MAYSI-2) and Substance Use Survey (SUS). When indicated by either the MAYSI-2 or SUS, additional assessments including a secondary screening interview, a Mental Health Assessment (MHA), the Comprehensive Assessment Severity Inventory (CASI), or a psychological evaluation will be completed by a qualified credentialed mental health professional. The recommendations made by the assessment(s) will then undergo a multi-disciplinary staffing that will identify the needed services.

Geographic Area:

The geographic area is Travis County, Texas

Target Audience:

All youth presented to the Travis County Juvenile Probation Department Intake Unit.

Gender:

Male and Female

Ages:

Youth between the ages of 10 through 16.

Special Characteristics:

Youth are screened and if indicated, the target group will receive a comprehensive assessment related to substance abuse or mental health problems.

Measures Information

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of eligible program youth served using Graduated Sanctions approaches.	2059	2100

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
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Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth completing program requirements.	2042	2090
Number of program youth fully assessed using risk and needs assessments.	2042	2090
Number of program youth who reoffend.	263	250
Number of times services identified through youth assessment are actually received by the assessed youth.	799	900
Number of cases that result in alternatives to detention.	984	1050
Number of youth who cannot receive identified services (e.g., slots full, service not provided locally).	152	100

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
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Certification and Assurances

Each applicant must click on this link to review the standard [Certification and Assurances](#).

Resolution from Governing Body

Except for state agencies, each applicant must provide information related to the [resolution](#) from its governing body, such as the city council, county commissioners' court, school board, or board of directors. Please ensure that the resolution approved by your governing body addresses items one through four below.

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the [approved](#) resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

- Yes
- No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Program Coordinator monitors contract compliance with the vendors used for professional services. This includes: conducting site visits; making weekly contacts with the vendors to monitor client services and progress; authorizing payments consistent with the contract documents; exercising remedies, as appropriate, where a contractor's performance is deficient; resolving disputes in a timely manner; and maintaining appropriate records.

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds 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 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?

Select the Appropriate Response:

- Yes
- No
- N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds 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 in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

- Yes
- No
- N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2011

Enter the End Date [mm/dd/yyyy]:

9/30/2012

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount (\$) of Federal Grant Funds:

24545467

Enter the amount (\$) of State Grant Funds:

5872234

Single Audit

Has the applicant agency expended federal grant funding of \$500,000 or more, or state grant funding of \$500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

- Yes
- No

Note: Applicants who expend less than \$500,000 in federal grant funding or less than \$500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2009

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than \$25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of \$25,000 or more, but less than \$500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

- Type I Entity
- Type II Entity
- Type III Entity

Debarment

Each applicant agency will certify that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:

I Certify

Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Enter the debarment justification:

Fiscal Capability Information Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).

Select the appropriate response:

Yes

No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?

Select the appropriate response:

- Yes
- No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

- Yes
- No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

- Yes
- No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- Yes
- No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

- Yes
- No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

- Yes
- No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

- Yes
- No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

- Yes
- No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT / %
Indirect Costs	Approved Rate - 2% or Less	Indirect costs: 2% of the CJD-funded direct costs.	\$2,487.00	\$0.00	\$0.00	\$0.00	\$2,487.00	0
Personnel	Counselor and/or Therapist (licensed)	Personnel: Chemical Dependency Counselor-Administers comprehensive	\$55,400.00	\$0.00	\$0.00	\$0.00	\$55,400.00	100

		assessments and provides related group or individual substance abuse services to include crisis intervention. The personnel line items include salary and fringe benefits.							
Personnel	Counselor and/or Therapist (licensed)	Personnel: Part time Chemical Dependency Counselor-Administers comprehensive assessments and provides related group or individual substance abuse services to include crisis intervention. The personnel line items include salary and fringe benefits.	\$0.00	\$14,103.00	\$0.00	\$0.00	\$14,103.00		42
Contractual and Professional Services	Mental Health Assessment Services	Contractual and Professional Services: For psychiatric/psychological evaluations, mental health and substance abuse assessments, and counseling.	\$67,283.00	\$0.00	\$0.00	\$0.00	\$67,283.00		0
Supplies and Direct Operating Expenses	Office Supplies (e.g., paper, postage, calculator)	Supplies will be used for day-to-day operations which may include office supplies, project supplies, etc.	\$750.00	\$0.00	\$0.00	\$0.00	\$750.00		0
Supplies and Direct Operating Expenses	Project Supplies (e.g., binocular, battery, flexicuff, drug testing kit)	Office supplies to include purchase of assessment materials for youth and educational materials.	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00		0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Part Time Chemical Dependency Counselor- Travis County General Fund.	Cash Match	\$14,103.00

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
\$14,103.00	\$14,103.00	\$0.00	\$0.00	\$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	\$67,283.00	\$0.00	\$0.00	\$0.00	\$67,283.00
Indirect Costs	\$2,487.00	\$0.00	\$0.00	\$0.00	\$2,487.00
Personnel	\$55,400.00	\$14,103.00	\$0.00	\$0.00	\$69,503.00
Supplies and Direct Operating Expenses	\$1,750.00	\$0.00	\$0.00	\$0.00	\$1,750.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$126,920.00	\$14,103.00	\$0.00	\$0.00	\$141,023.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds
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You are logged in as **User Name:** GrantWriter

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 Juvenile Probation
Contact Person/Title:	Michael Williams, Financial Analyst, Sr.
Phone Number:	512/854-7011

Grant Title:	Juvenile Treatment Drug Court-SAMHSA/CSAT		
Grant Period:	From:	9/30/2011	To: 9/29/2012
Grantor:	Substance Abuse and Mental Health Services Administration (SAMHSA)/ Center for Substance Abuse Treatment (CSAT)		
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:	0					0
Operating:	194,314					194,314
Capital Equipment:	0					0
Indirect Costs:	3,886					3,886
Total:	\$198,200	\$0	\$0	\$0	\$0	\$198,200
FTEs:						0.00

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

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 juveniles in substance abuse treatment	914	N/A	N/A	N/A	N/A	934
Percentage of SUS administered that indicated need for CASI	1160	N/A	N/A	N/A	N/A	1100
Number of CASI's administered	1160	N/A	N/A	N/A	N/A	1100
Number of Drug Court Screenings	168	N/A	N/A	N/A	N/A	168
Number of participants in Drug Court	65	N/A	N/A	N/A	N/A	65

Percentage of drug court participants mandated to the Texas Youth Commission	0	N/A	N/A	N/A	N/A	0
Measures For Grant						
Number of juveniles in substance abuse treatment	914	N/A	N/A	N/A	N/A	934
Outcome Impact Description	Increase the number of youth that have access to substance abuse treatment.					
Percentage of SUS administered that indicated need for CASI	84%	N/A	N/A	N/A	N/A	84%
Outcome Impact Description	Identify youth that are referred to the department that are in need of further assessments for treatment.					
Number of participants in Drug Court	65	N/A	N/A	N/A	N/A	65
Outcome Impact Description	Increase the number of drug court participants receiving substance abuse services in order to reduce recidivism, provide community protection and improved juvenile accountability.					

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval to approve the year two contract of a potential four year grant with the Substance Abuse and Mental Health Services Administration (SAMSHA), Center for Substance Abuse Treatment (CSAT). Funding will allow the department to continue to enhance the capacity of the department's existing drug court to serve substance-abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program model. The Strategies in Practice Model has been used to implement and operate juvenile drug courts and the Reclaiming Futures Model has been effective in combining community system reforms, substance abuse treatment improvement and community engagement to help youth break the cycle of drugs and crime.

Funds for this grant will provide resources for additional substance abuse treatment resources for youth served by the program and related training for program staff. The department has also received a related grant for a four year period from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for two FTE to support the program.

There is no cash match required for this grant.

PBO recommends approval of the request.

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

The purpose of this program is to enhance the capacity of existing drug court to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. This is a four year project and future project dollars will be commensurate with the current amount. This application is requesting the 2nd year continuation of the project.

There are two funding streams under one umbrella of the Substance Abuse and Mental Health Services Administration (SAMHSA). In 2007, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) entered into a partnership with SAMHSA, Center for Substance Abuse Treatment (CSAT) to implement the Juvenile Drug Court/Reclaiming Futures Program.

With the combined funds of CSAT and OJJDP, services to Juvenile Treatment Drug Court (JTDC) participants are increased in the Department's Day Treatment Program and enhance it to effectively serve youth with co occurring disorders while increasing capacity in community based programs.

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

This is a 4-year project, so at the moment, there is no long term commitment from the County for the CSAT portion of the budget in this SAMHSA grant application. However, in the 4th year of the project, Travis County will have the opportunity to invest in this program.

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

There is no match required for the CSAT portion of this SAMHSA grant application.

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

A 2% indirect cost has been charged to this grant for a total of \$3,918 in CSAT monies.

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

No. The Department intends to request subsequent year continuation funding for Drug Court through proposals submitted to the Federal and State Government, as well as private foundations. As previously presented to the court, the County will have the opportunity to consider investment in Juvenile Drug Court.

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.

The Drug Court Program will be able to increase the number of youth participating. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TYC.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Travis Gatlin, PBO
Senior Budget Analyst

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

THROUGH: *Michael Williams*
Michael Williams
Financial Analyst

SUBJECT: Juvenile Treatment Drug Court -Substance Abuse and Mental Health Services Administration (SAMSHA) and the Center for Substance Abuse (CSAT)

DATE: August 31, 2011

Juvenile Probation has received the Drug Court continuation award the Substance and Mental Health Services Administration and the Center for Substance Abuse. The purpose of this program is to enhance the capacity of the existing drug court to serve substance abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. The grant totals \$198,200. This is year two of the project and the department anticipates receiving approximately \$199,000 a year for years three and four.

We request that the item be placed on the **September 13, 2011** Court's agenda for approval of these changes to the original application. Please contact Mike Williams at 4-7011 for further information. Thank you in advance for your attention to this request.

CC: Jim Connolly, Assistant County Attorney
Matt Naper, Financial Analyst, County Auditor
Barbara Swift, Deputy Chief
Gail Chapman, Division Director
Kathy Smith, Project Coordinator
Sylvia Mendoza, Division Director, Financial Services
Mike Williams, Financial Analyst
Grant File

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Juvenile Drug Courts
 Department of Health and Human Services
 Substance Abuse and Mental Health Services Administration
 Center for Substance Abuse Treatment

Notice of Award

Issue Date: 06/10/2011

Grant Number: 5H79TI020920-02

Program Director:
 Estela Medina

Project Title: Travis County Juvenile Treatment Drug Court

Grantee Address	Business Address
COUNTY OF TRAVIS County Judge 2515 South Congress Avenue Austin, TX 78704	Travis County Juvenile Court County Judge P.O. Box 1748 Austin, TX 78701

Budget Period: 09/30/2011 – 09/29/2012
Project Period: 09/30/2010 – 09/29/2014

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$198,200 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF TRAVIS in support of the above referenced project. This award is pursuant to the authority of Sections 501 (d) (18) and 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Love Foster Horton
 Grants Management Officer
 Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 5H79TI020920-02

Award Calculation (U.S. Dollars)

Consortium/Contractual Cost	\$177,899
Travel Costs	\$9,415
Other	\$7,000
Direct Cost	\$194,314
Indirect Cost	\$3,886
Approved Budget	\$198,200
Federal Share	\$198,200
Cumulative Prior Awards for this Budget Period	\$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	\$198,200

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
2	\$198,200
3	\$199,766
4	\$199,970

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
EIN: 1746000192A3
Document Number: 10TI20920A
Fiscal Year: 2011

IC	CAN	Amount
TI	C96T511	\$198,200

TI Administrative Data:

PCC: JDRUG-CR / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI020920-02

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5H79TI020920-02

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.

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- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:
Additional Costs**

SECTION IV – TI Special Terms and Condition – 5H79TI020920-02

REMARKS:

New Carryover Process Effective October 1, 2011

1. An unobligated balance (UOB) of funds may be carried over into the current budget period without Grants Management Officer prior approval for the following reason:

Beginning October 1, 2011, a grantee may carryover previous Unobligated Balance(s) (UOB) of funds up to 25% of the total federal share from the current budget period (the year in which the funds will be needed) without prior approval from the Grants Management Officer. The intention to carryover up to this threshold must be reflected in the remarks section of the Federal Financial Report (FFR) submitted for the FY2010 budget period. The subsequent FFR must reflect the actual UOB carryover amount in the remarks section. If the amount of carryover exceeds 25%, the Grants Management Specialist (GMS) will notify the grantee that they must return the federal share over the threshold due to noncompliance and may rescind this authority. However, the grantee may request for approval, a carryover above the 25% threshold, but must submit a detailed budget and narrative justification if the program requires additional funds. The total amount requested and justified must be both the 25% plus the amount requested over that in order to analyze the total unobligated balance of funds budget concept. The applicability of this authority for your project is stated above.

2. This award reflects acceptance of the attestation signed and dated on March 29, 2011 by the authorized representative that there are no budget changes above 25% of the total previous budget period in response to the continuation application request.

SPECIAL CONDITION(S) OF AWARD:

NONE

SPECIAL TERM(S) OF AWARD:

NONE

STANDARD TERMS OF AWARD:

- 1) This grant is subject to the terms and conditions, included directly, or incorporated by reference on the Notice of Award (NoA). Refer to the order of precedence in Section III (Terms and Conditions) on the NoA and can be found at www.samhsa.gov.
- 2) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.
- 3) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General – Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.
- 4) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if applicable), is verifiable, progress of the grant is documented and acceptable.

5) By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the Executive Level I, which is \$199,700 annually.

6) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

7) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

8) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used as program income.

9) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at <http://www.whitehouse.gov/omb/fedreg/omb-not.html>.

10) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Federal Financial Report, Standard Form 425.

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for allowable costs as set forth in the applicable OMB Circulars A-102 (Grants and Cooperative Agreements with State and Local Governments) and A-110 (Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations).

11) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding on SAMHSA. For postaward requirements and instructions may be found at www.samhsa.gov then click on "grants", then "grants management".

12) Any replacement of, or substantial reduction in effort of the Program Director (PD) or other key staff of the grantee or any of the sub-recipients requires the written prior approval of the GMO. The GMO must approve the selection of the PD or other key personnel, if the individual being nominated for the position had not been named in the approved application, or if a replacement is needed should the incumbent step down or be unable to execute the position's responsibilities. A resume for the individual(s) being nominated must be included with the request. Key staff (or key staff positions, if staff has not been selected) are listed below:

Estela Medina, Project Director @ 2% level of effort

13) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.

14) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.

15) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).

16) RESTRICTIONS ON GRANTEE LOBBYING (Appropriations Act Section 503).

(a) No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself or any State legislature.

(b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

17) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

18) This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to <http://samhsa.gov/grants/trafficking.aspx>.

19) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact SAMHSA's Office of Program Services, Building, Logistics and Telecommunications Branch at 240-276-1001.

20) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:

21) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult <http://www.hhs.gov/healthit> <http://www.hhs.gov/healthit> for more information, and

22) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov; Richard Thoreson at 240-276-2827 or Richard.Thoreson@samhsa.hhs.gov; or Ken Salyards at 2240-276-2003 or Kenneth.Salyards@samhsa.hhs.gov.

23) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

24) By signing the application (HHS-5161-1) face page in Item #21, the Authorized Representative (AR) certifies (1) to the statements contained in the list of certifications* and (2) provides the required assurances* and checking the "I AGREE" box provides SAMHSA with the AR's agreement of compliance. It is not necessary to submit signed copies of these documents, but should be retained for your records.

25) The Division of Grants Management created a Public Assistance (P) Account in the Division of Payment Management's (DPM) payment management system to provide a separate accounting of federal funds per SAMHSA grant. When discussing your account with the DPM's Account Representative, provide the document number identified on Page 2 of the Notice of Award under Section I - AWARD DATA, Fiscal Information.

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*The documents are available on the SAMHSA website at <http://www.samhsa.gov/Grants/new.aspx> or contained within the Request for Applications (RFA).

REPORTING REQUIREMENTS:

1) Federal Financial Report (FFR), Standard Form 425 is required on an annual basis and must be submitted for each budget period as stated on the attached report due date(s) schedule after the close of the 12 month budget period. The FFR is required for each 12 month period, regardless of the overall length of the approved extension period authorized by SAMHSA. In addition, a final FFR is due within 90 days after the end of the extension. NOTE: SINGLE GRANT REPORTING IS REQUIRED FOR EACH SAMHSA PROJECT AS STATED ON THE FFR (#10 d-o). If applicable, include the required match on this form under Recipient Share (#10 l-k) and Program Income (l-o) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FFR must be prepared on a cumulative basis and all program income must be reported. THE STATUS OF ANY FEDERAL SHARE OF UNLIQUIDATED OBLIGATIONS FOR EACH 12 MONTH BUDGET PERIOD MUST BE EXPLAINED IN THE REMARKS SECTION (#12). IN ADDITION, YOUR INTENTION TO CARRYOVER THE UNOBLIGATED BALANCE OF FUNDS UP TO 25% OF THE CURRENT FEDERAL SHARE MUST BE STATED IN THE REMARKS SECTION. SUBSEQUENT FFRS MUST REFLECT THE ACTUAL CARRYOVER AMOUNT. If possible, disbursements reported on the FFR should equal/or agree with the top portion of the FFR (#10 a-c). The FFR may be accessed from the following website at http://www.whitehouse.gov/omb/grants_forms including instructions. The data can be entered directly on the form and the system will calculate the figures, then it can be printed and mailed to this office.

2) Submission of a Programmatic (annual, semi-annual or quarterly) Report is due no later than the dates as follows:

- 1st Report - March 30, 2012
- 2nd Report - September 30, 2012

3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Project Officer. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

4) Audit requirements for Federal award recipients are detailed at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf. Specifically, non-Federal entities that expend a total of \$500,000 or more in Federal awards, during each Fiscal Year, are required to have an audit completed in accordance with OMB Circular A-133. The Circular defines Federal awards as Federal financial assistance (grants) and Federal cost-reimbursement (contracts) received both directly from a Federal awarding agency as well as indirectly from a pass-through entity and requires entities submit, to the Federal Audit Clearinghouse (FAC), a completed Data Collection Form (SF-SAC)

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along with the Audit Report, within the earlier of 30 days after receipt of the report or 9 months after the fiscal year end.

The Data Collection Forms and Audit Reports **MUST** be submitted to the FAC electronically at <http://harvester.census.gov/fac/collect/ddeindex.html>. For questions and information concerning the submission process, please visit <http://harvester.census.gov/sac/> or call the FAC 1-800-253-0696.

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

INDIRECT COSTS:

If the grantee chooses to establish an indirect cost rate agreement, it is required to submit an indirect cost rate proposal to the appropriate office within 90 days from the start date of the project period. For additional information, please refer to HHS Grants Policy Statement Section I, pages 23-24.

SAMHSA will not accept a research indirect cost rate. The grantee must use other-sponsored program rate or lowest rate available.

Please contact the appropriate office of the Division of Cost Allocation to begin the process for establishing an indirect cost rate. To find a list of HHS Division of Cost Allocation Regional Offices, go to the SAMHSA website www.samhsa.gov, then click on "grants"; then "grants management"; then "important offices".

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, Office of Financial Resources (OFR), SAMHSA below:

For Regular Delivery:
Division of Grants Management, OFR, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:
Division of Grants Management, OFR, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20850

ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED AND REMOVED BY THE GRANTS MANAGEMENT OFFICER

CONTACTS:

Robert Vincent, Program Official
Phone: (240) 276-1582 Email: robert.vincent@samhsa.hhs.gov

Hope Snowden, Grants Specialist 
Phone: (240) 276-1078 Email: hope.snowden@samhsa.hhs.gov Fax: (240) 276-1430

Project Progress Report

I. Description and explanation of changes, if any, made during this budget period affecting the following:

A. The original goals and objectives that our site proposed initially:

Goal 1: Increase the ability to provide encumbered treatment services to youth served in the Juvenile Treatment Drug Court by utilizing the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems.

Objective 1: Enhance the contracts of community based intensive outpatient treatment and service providers.

GOAL 2: Enhance the Department's Day Treatment Program to effectively serve youth with co occurring disorders.

Objective 1: Hire one Mental Health Treatment Coordinator.

Objective 2: Increase access to community based mental health services.

Objective 3: Initiate training on A-CRA/ACC and or /MET/CBT-5.

Objective 4: Implement the A-CRA/ACC and or /MET/CBT-5 model.

GOAL 3: Administer the GAIN assessment tool.

Objective 1: Continue the utilization of the GAIN with JTDC participants.

Travis County Juvenile Probation Department (TCJPD) has identified changes to the original implementation plan provided in the grant application. This site communicated the identified changes to Gwendolyn Simpson, Team Leader/Lead Grants Management Specialist with OJJDP. The changes were specific to the staff proposed to be hired through the grant.

Travis County Juvenile Probation Department implemented several organizational changes through our annual budget cycle after applying for this grant in May, 2009. The original grant budget proposed hiring a Mental Health Treatment Coordinator. The staffing needs of the Department regarding the grant requirements have changed since 2009. The department requested a Chemical Dependency Counselor (CDC) Sr. and a Juvenile Probation Officer (JPO) Lead position in order to best meet the expectations of the grant. On 1/28/2011, OJJDP approved these changes.

The following goals and objectives that the department proposes in order to meet grant requirements:

Goal 1: Increase the ability to provide encumbered treatment services to youth served in the Juvenile Treatment Drug Court by utilizing the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems.

Objective 1: Enhance the contracts of community based intensive outpatient treatment and residential treatment service providers.

GOAL 2: Enhance the Department's Day Treatment Program to effectively serve youth with co occurring disorders.

Objective 1: Hire one Chemical Dependency Counselor (CDC) Sr. and Juvenile Probation Officer Lead.

Objective 2: Increase access to community based mental health services.

Objective 3: Initiate training on A-CRA/ACC

Objective 4: Implement the A-CRA/ACC

GOAL 3: Administer the GAIN assessment tool

Objective 1: Continue the utilization of the GAIN with JTDC participants

B. Projected time line for project implementation

Anticipated Timeframe	Activity	Completion Date	Person Responsible
2011 September October November December 2012 January February March April May June July August	2 nd year of project begins	September	N/A
	Services and interventions	Ongoing	Project Director & Juvenile Drug Court Team
	Staff training	Ongoing	Project Director & Clinical Supervisor
	Weekly Drug Court Staffings & Court Hearings	Wednesdays	Juvenile Drug Court Team
	Administration of the GAIN assessment tool	Ongoing	Specialized Services Division Clinical Staff
	Administration of the GPRA tool	Ongoing	Project Director & Juvenile Probation Officers and Assistants
	Data collection and management	Ongoing	Project Director, Clinical Supervisor & Research Unit
	Webinars, Conference Calls, Meetings, Modules, Rapid Cycle Testing, Training	Ongoing	Fellows: Judicial, Project Director, Treatment, Juvenile Justice, & Community Engagement, Drug Court Team
	Juvenile Drug Court Graduation	TBA	Project Director & Juvenile Drug Court Participants
	Submit Quarterly & Annual Performance Reports	Ongoing	Juvenile Drug Court Project Coordinator
Administration of the GAIN and GPRA follow-up tool	90 days after previous assessment	Specialized Services Division Clinical Staff, Project Director & Juvenile Probation Officers and Assistants	
Evaluation of the Juvenile Drug Court	Ongoing	Research Unit	

C. Approach and strategies proposed in the initially approved and funded application.

This site has stayed consistent with the approach and strategies that we proposed in our initially funded application.

II. Report on progress relative to approved objectives, including progress on evaluation activities.

This site has attended training in order to implement the objectives and received approval to hire staff to assist in order to meet grant expectations. The Travis County Juvenile Probation Department's Research Unit and the Project Director and Clinical Supervisor oversees the plan for the collection, management, analysis, interpretation and reporting of data as required. The Research Unit analyzes and tracks all data and information on each juvenile that is referred to the Department. Data obtained from administering the GAIN assessment and GPRA tool will be interpreted by the research unit to assist our department in identifying the needs of the population that we serve once the data is analyzed.

III. Summary of key program accomplishments to date and list progress

CSAT/SAMHSA

Travis County Juvenile Treatment Drug Court (JTDC) has to administer the Global Appraisal of Individual Needs (GAIN-I), Global Appraisal of Individual Needs-Monitoring 90(GAIN-M-90), Global Appraisal of Individual Needs-Treatment Satisfaction Index (GAIN-TxSI) and the Government Performance and Results Act (GPRA) tool to drug court participants in order to meet grant requirement for CSAT/SAMHSA. This site has been working diligently with Nicole Oretle, GAIN Project Coordinator, to implement these assessments or tools by participating in conference calls, attending training, and providing requested paperwork.

GAIN Implementation

Travis County Juvenile Treatment Drug Court (JTDC) has taken steps in order to meet grant requirements to administer the GAIN assessment tool to drug court participants. Travis County Juvenile Probation Department has one clinician, Eve Williams, Clinical Supervisor who has a Local Trainer Certification. This site has submitted the GAIN license agreement and the data sharing agreement to Chestnut during this reporting period. Eve Williams has also attended the GAIN National Training in Normal IL. This site is projected to begin administering the GAIN assessment to drug court participants in February 2011. The following is a list of activities that this site has completed during this reporting period to implement the GAIN:

- 11/15/2010 to 11/19/2010 Eve Williams, Clinician attended the GAIN National Training in Normal, IL.
- 12/2/2010, this site submitted the GAIN License Agreement to Chestnut Health Systems.
- 12/20/2010, Chestnut Health Systems signed the GAIN License Agreement.
- 12/7/2010, this site submitted the Chestnut Health Systems Data Agreement to Chestnut Health Systems.
- 12/20/10, Chestnut Health Systems signed the Data Sharing Agreement for our site.

- Project Description, Gain ABS Request and Agency Setup, GAIN ABS User Information, Gain Usage Agreement, and Data Manager Information submitted to Chestnut via email on 1/20/2011.
- 1/21/2011 GAIN ABS Accounts were created for User Access Information for our site by Chestnut for Eve Williams, Mark Peterson, and Stacey Collins.
- 1/25/2011-1/28/2011 Cheryl Smith Evaluator attended the GAIN National Training in Normal IL.

Government Performance and Results Act (GPRA) tool implementation

Travis County Juvenile Treatment Drug Court (JTDC) has taken steps in order to meet grant requirements to administer the Government Performance and Results Act (GPRA) tool to drug court participants. The Travis County Casework Manager Kathy Smith/ Project Director for this grant and Juvenile Probation Officer III Chaluandra Lewis have been trained on the GPRA tool and are projected to begin administering the GPRA assessment to drug court participants in February 2011. Travis County Juvenile Treatment Drug Court will administer the Government Performance and Results Act (GPRA) tool to all drug court participants at drug court entry.

The following is a list of activities that this site has completed during this reporting period to implement the GPRA tool:

- 11/29/2010, this site emailed the New CSAT Services Grantee Information Form to GRPA help desk.
- 11/30/2010, our site was given access to the CSAT website.
- GPRA tool will be administered to drug court participants in February 2011.

ACRA/ACC Training and Implementation

Travis County Juvenile Treatment Drug Court (JTDC) has taken steps in order to meet grant requirements to initiate and implement the ACRA/ACC to drug court participants. On 1/9/2011 -1/13/2011 Eve Williams, Clinical Supervisor, and Stacey Collins clinician attended ACRA/ACC training in Albuquerque, New Mexico. They are working closely with their coach on a weekly basis to obtain certification.

Reclaiming the Futures Site Benchmark Expectations

Travis County Juvenile Probation Department has been operating a Juvenile Justice Integrated Network (JJIN) since 1995 under a grant from the Center of Substance Abuse Treatment. The JTDC utilizes this JJIN and currently utilizes the Reclaiming Futures model to guide and operate the coordination of the juvenile justice and alcohol treatment systems. JTDC will be utilizing the Reclaiming the Futures Index Tool to evaluate the current JJIN in place in order to enhance the network and make necessary changes to strengthen the network. This site has taken steps during this reporting period by participating in conference calls, webinars, and attending training as instructed.

Conference Calls

- 10/18/2010, Gail Penney-Chapmond Director of Specialized Services Division and Kathy Smith Project Director participated on the Project Director's Conference Call.
- 10/21/2010, Gail Penney-Chapmond Director of Specialized Services Division, Kathy Smith Project Director, Planner/ Evaluator Cheryl Smith, Stacey Collins Counselor participated on the Reclaiming The Futures GAIN Coaching Call with Nicole Oertle GAIN Project Coordinator.
- 10/28/2011, Barbara Swift Deputy Chief, Gail Penney-Chapmond Director of Specialized Services Division, Kathy Smith Project Director, Eve Williams Clinical Supervisor participated in a GAIN Set up Conference call with Nicole Oertle GAIN Project Coordinator.
- 11/8/2010, Kathy Smith Project Director participated on the Project Director's Conference Call.
- 11/9/2010, the drug court team to include the Texanna Davis Judge, Director of Specialized Services Division Gail Penney-Chapmond, Project Director Kathy Smith, Juvenile Public Defender Ruben Castaneda, Assistant District Attorney Meg McGee, Eve Williams Clinical Supervisor, Case Management Jodi Snee, Juvenile Probation Officers Albert Aviles, Chalaundra Lewis, and Evita Holmes, Austin Independent School District (AISD) Liaison Margaret Bachicha were present for a new site conference call with the Reclaiming Futures Team to include: Cora Crary Learning Collaborative Manager, Laura Nissan National Program Director, Kari Collins Site Coach Miriam Patterson Leadership Program Manager, and Jim Carlton Deputy Director.
- 11/10/2010, Lisa Eichelberger Evaluator participated in a conference call for Evaluators with Barbara Estada GAIN Senior Clinical and Evaluation Consultant.
- 12/6/2010, Gail Penney-Chapmond, Director of Specialized Services Division and Project Director Kathy Smith participated in a conference call with Site Coach Kari Collins.
- 12/10/2010, Gail Penney -Chapmond Director of Specialized Services Division, Kathy Smith Project Director, Eve Williams Clinical Supervisor, Stacey Collins Counselor, Planner/ Evaluator Cheryl Smith participated in an ACRA/ACC Orientation Conference call with Mark Godley and Christin Libermuni Coordinators with Chestnut Health Systems.
- 1/13/2011, Kathy Smith Project Director participated in the Office Hours on Module 1, 2, and 3.
- 1/20/2011- Kathy Smith Project Director, and Lisa Eichelberger and Cheryl Smith, Evaluators participated on GAIN Coaching Call.
- 1/31/2011, Kathy Smith participated in a Conference call with Juvenile Justice Fellows.
- 2/7/2011, Kathy Smith Project Director participated in a Conference call with Coach Kari Collins and Treatment Fellows.

Webinars

- 11/1/2010, Eve Williams observed the webinar on "Identifying and Engaging Reentry Mentors for Justice-Involved Youth".

Training

- 11/15/2010 to 11/19/2010 Eve Williams, Clinician attended the GAIN National Training in Normal, IL.
- 12/3/2010, Project Director Kathy Smith attended the Project Director meeting in Portland, Oregon.
- 12/13/2010 to 12/16/2010, Project Director Kathy Smith, Clinical Supervisor Eve Williams and Evaluator Lisa Eichelberger attended the JMATE Conference in Baltimore Maryland.

Fellows

- 11/9/2010, the following fellows were identified for the grant: Judicial Fellow: Texanna Davis Judge, Kathy Smith Project Director, and Treatment Fellow: Eve Williams Clinical Supervisor.

**Budget and Budget Narrative/Justification for the
Travis County Juvenile Probation
Drug Court Expansion**

BUDGET DETAIL WORKSHEET

**Travis County Drug Treatment program
(year 2)**

A. Personnel Non Federal Costs In Kind costs			
Name/Position	Computation	Level of Effort	Cost
Chief Juvenile Probation Officer- Chief Estela Medina Project Director	6111.38 x 24 (pay periods)	2%	\$ 2,933
Case Work Manager-Kathy Smith- Project Manager	2486 x 24 (pay periods)	100%	\$ 59,664
<i>The Chief Juvenile Probation officer's effort is at 2%. The Chief oversees all programs of at the Travis County Juvenile Probation Department. The Case Work Manager's effort is 100%. She will be running the day to day operations of the program and assisting in the treatment plans of youth in the program.</i>			
Total			\$ 62,597

B. Fringe Benefits in kind costs

Name/Position	Annual Salary for the Positions (5% for Chief's effort)	Fringe Benefits Component Rate - Percentage of Salary	Cost of Fringe Benefits Component
Chemical Dependency Counselor,			
OASDI Contribution	\$ 2,933	6.2%	\$ 182
Hospitalization	\$629/month	0.0%	\$ 7,548
Life Insurance	\$7.25/month	0.0%	\$ 87
Retirement	\$ 2,933	11.4%	\$ 336
FICA Medicare	\$ 2,933	1.5%	\$ 43
Workers Compensation (Clerical)	\$ 2,933	0.2%	\$ 6
Case Work Manager			
	\$ 59,664	6.2%	\$ 3,699
Hospitalization	\$629/month	0.0%	\$ 7,548
Life Insurance	\$7.25/month	0.0%	\$ 87
Retirement	\$ 59,664	11.4%	\$ 6,826
FICA Medicare	\$ 59,664	1.5%	\$ 865
Workers Compensation (Law Enforcement Workers Compensation factor)	\$ 59,664	1.3%	\$ 801
<i>The Chief Juvenile Probation officer's effort is at 2% while the case work manager's effort is 100%. The is 100%. Benefits calculations are standard county benefits for all employees.</i>			
Total			\$ 27,845
Total Personal and Fringe			\$ 90,442

C. Travel Costs

Travel Purpose	Travel Location	Travel Item	Travel Item Rate	Travel Item Cost
Mandatory Training	TBD	Meals	\$34 a day @ 4 days for 5 staff	\$ 680.00
Mandatory Training		Lodging	\$200 a day @ 4 days for 5 staff	\$ 4,000.00
Mandatory Training		Airfare	\$400 a ticket for 5 staff	\$ 2,000.00
Mandatory Training		Ground Transportation	2 cars @ \$35.25 each for 4 days	\$ 282.00

**Budget and Budget Narrative/Justification for the
Travis County Juvenile Probation
Drug Court Expansion**

Mandatory Training	TBD	Meals	\$34 a day @ 3 days for 2 staff	\$ 204.00
Mandatory Training		Lodging	\$200 a day @ 3 days for 2 staff	\$ 1,200.00
Mandatory Training		Airfare	\$400 a ticket for 2 staff	\$ 800.00
Mandatory Training		Ground Transportation	2 cars @ \$41.50 a day for 3 days	\$ 249.00
<i>Mandatory Training as requested by SAMHSA/CSAT.</i>				
Total				\$ 9,415

E. Contractual Costs

Contract Agency/Organization	Contract Service	Contract Amount
Substance Abuse Treatment	Provide at least 60 youth in the program with substance abuse treatment. Rates to be determined	\$ 177,899
<i>Contractual Agreement with various substance abuse treatment providers (community partners within the Juvenile Justice Integrated Network (JJIN) will includes residential treatment, intensive outpatient treatment, individual treatment and case management services. The JJIN will be involved in the treatment initiation; treatment engagement and completion phase of the Reclaiming Future Model. The potential contractual partners are Changing How I Live Life, Providence, Clean Investments, Nexus, Austin Child Guidance Center, etc. See attached rate sheet. The Urinalysis Patches are to test youth to ensure success in their treatment plans.</i>		
Total		\$ 177,899

**Budget and Budget Narrative/Justification for the
Travis County Juvenile Probation
Drug Court Expansion**

H. Other Costs

Other Costs	Item costs	number of units	Total other Costs
CRA/ACC -Education costs, Certification and Technical assistance	\$ 1,000	3	\$ 3,000
MET/CDT -Education costs, Certification and Technical assistance	\$ 1,000	4	\$ 4,000
<i>CRA/ACC training costs which include the actual for education, certification, and technical assistance. Training costs are for 3 staff. MET/CBT education costs include the actual for education, certification, and technical assistance. Training costs for 4 staff.</i>			
Total			\$ 7,000

I. Indirect Costs

Indirect Costs	Total Federal Budget	Indirect Cost Rate	Total indirect costs
Indirect Cost (Year 2)	\$ 194,314	2%	3,886
<i>The indirect costs covers administrative expensive related to the program management which includes grant reporting requirements, financial reconciliation, etc. Travis County Juvenile Probation's actual indirect costs are 22.87 percent for grants.</i>			
Total			\$3,886

Budget Summary

Budget Category	Amount
A. Personnel	\$ -
B. Fringe Benefits	\$ -
C. Travel	\$ 9,415
D. Equipment	\$ -
E. Supplies	\$ -
F. Construction	\$ -
G. Consultants/Contracts	\$ 177,899
H. Other	\$ 7,000
Total Direct Costs	\$ 194,314
I. Indirect Costs	\$ 3,886
TOTAL FEDERAL PROJECT COSTS	\$ 198,200
Federal Request	\$ 198,200
Non-Federal Amount In Kind costs	\$ 90,442
TOTAL PROJECT COSTS	\$ 288,642

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:	58/54
Contact Person/Title:	Lisa Sindermann / Contract Compliance Specialist
Phone Number:	854-4594

Grant Title:	Emergency Food and Shelter Program Phase 29		
Grant Period:	From:	1/1/2011	To: 12/31/2011
Grantor:	Local Board of Emergency Food and Shelter Program		
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 checked="" type="checkbox"/>	Reimbursement: <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
Total:	\$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 Dept. 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
Measures For Grant						
# 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

Outcome Impact Description	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.					
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

This request is for Judge Biscoe to sign an updated Local Recipient Organization Certification that was revised by the National Board on August 26th after Commissioners Court had approved it for signature on August 23rd. This is an administrative change only.

PBO recommends approval of this request.

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

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. The grant application was approved on March 8, 2011. The LRO (Local Recipient Organization) Certification form was approved on August 23, 2011, however the National Board revised the form on August 26, 2011 requiring all of the LROs to sign the revised LRO Certification form. The revisions to the form are the 2nd and 3rd bullets which are highlighted. The National Board also requires the Fiscal Agent/Fiscal Conduit Agency Relationship Certification form to be approved.

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.

LOCAL RECIPIENT ORGANIZATION CERTIFICATION (REVISED)

All LROs must sign the certification at the beginning of each funding cycle. The certification must be retained by the Local Board and the LRO should retain a copy for their records.

As a recipient of Emergency Food and Shelter National Board Program (EFSP) funds made available for Phase 29 and as the duly authorized representative of Travis County through Travis County I certify that my public or private organization: Health and Human Services & Veterans Service

Please check Has read, understands and agrees to abide by the EFSP Phase 29 Responsibilities and Requirements Manual.

- Is not debarred or suspended from receiving Federal funds,
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect,
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information,
- Has the capability to provide emergency food and/or shelter services
- Will use funds to supplement/extend existing resources and not to substitute or reimburse ongoing programs and services,
- Is nonprofit or an agency of government,
- Will not use EFSP funds as a cost-match for other Federal funds or programs,
- Has an accounting system, and will pay all vendors by an approved method of payment,
- Conduct an independent annual review if receiving \$25,000-\$49,999/an independent annual audit if receiving \$50,000 or more in EFSP funds, and an OMB Circular A-133 if receiving \$500,000 or more in Federal funding,
- Has not received an adverse or no opinion audit,
- Understands that cash payments (including petty cash) are not eligible under EFSP,
- Has provided a Federal Employer Identification Number (FEIN) to EFSP,
- Has provided a Data Universal Number System (DUNS) number issued by Dun & Bradstreet (D&B) and required associated information to EFSP,
- Practices non-discrimination (agencies with a religious affiliation will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds),
- Will not charge a fee to clients for EFSP funded services,
- Has a voluntary board if private, not-for-profit,
- Will comply with the Phase 29 Responsibilities & Requirements Manual, particularly the Eligible and Ineligible Costs section, and will inform appropriate staff or volunteers of EFSP requirements,
- Will provide all required reports to the Local Board in a timely manner; (i.e., Second Payment/Interim Request and Final Reports),
- Will expend monies only on eligible costs and keep complete documentation (copies of canceled LRO checks -- front and back, invoices, receipts, etc.) on all expenditures for a minimum of three years after end-of-program date, and for compliance issues until resolved.
- Will spend all funds and close-out the program by my jurisdiction's selected end-of-program date and return any unused funds to the National Board (\$5.00 or more; checks made payable to United Way Worldwide/Emergency Food and Shelter National Board Program, 701 North Fairfax Street, Suite 310, Alexandria, VA 22314),
- Will provide complete, accurate documentation of expenses to the Local Board, if requested, following my jurisdiction's selected end-of-program date,
- Will comply with the Office of Management and Budget Circular A-133 if expending \$500,000 or more in Federal funds,
- Will comply with lobbying prohibition certification and disclosure of lobbying activities if receiving \$100,000 or more in EFSP funds, if applicable, and
- Has no known EFSP compliance exceptions in this or any other jurisdiction.

Signature: _____ Print Name: Samuel T. Biscoe

Title: Travis County Judge Date: _____

LRO ID#: 782400-002 FEIN#: 74-6000192 DUNS #: 030908842

Address: P. O. Box 1748

City/State/Zip: Austin, TX 78767

Phone #: (512) 854-4100 Fax #: (512) 279-2197

Email Address: jim.lehrman@Co.travis.tx.us

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FISCAL AGENT/FISCAL CONDUIT AGENCY RELATIONSHIP CERTIFICATION (REVISED)

This certification must be signed by each Fiscal Agent/Conduit agency at the beginning of each funding cycle and must be retained by the Local Board and Fiscal Agent/Fiscal Conduit. Each agency under the Fiscal Agent/Fiscal Conduit should also retain a copy for their records.

As a recipient (through the fiscal agent/conduit noted below) of Emergency Food and Shelter National Board Program (EFSP) funds made available for Phase 29 and as the duly authorized representative of Travis County through Travis, I certify that my public or private agency: County Health and Human Services & Veterans Service

Please check Has read, understands, and agrees to abide by the EFSP Phase 29 Responsibilities and Requirements Manual.

- Is not debarred or suspended from receiving Federal funds,
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not engage in any trafficking of persons during the period this award is in effect,
- Will not and will ensure its employees, volunteers or other individuals associated with the program will not use EFSP funds to support access to classified national security information,
- Has the capability to provide emergency food and/or shelter services,
- Will use funds to supplement and extend existing resources and not to substitute or reimburse ongoing programs and services,
- Is nonprofit or an agency of government,
- Will not use EFSP funds as a cost match for other Federal funds or programs,
- Has fiscal agent/fiscal conduit approved by the Local Board:
County Auditor, Susan Spataro CPA CMA
(Name of Fiscal Agent/Fiscal Conduit),
- Practices non-discrimination (agencies with a religious affiliation will not refuse service to an applicant based on religion, nor engage in religious proselytizing or religious counseling in any program receiving Federal funds),
- Has provided a Federal Employer Identification Number (FEIN) to EFSP,
- Has provided a Data Universal Number System (DUNS) number issued by Dun & Bradstreet (D&B) and required associated information to EFSP,
- Will not charge a fee to clients for EFSP funded services,
- Has a voluntary board if private, not-for-profit,
- Will comply with the Phase 29 Responsibilities & Requirements Manual, particularly the Eligible and Ineligible Costs section, and will inform appropriate staff or volunteers of EFSP requirements,
- Will provide all required information to the Fiscal Agent/Fiscal Conduit,
- Will incur expenses for eligible program costs and will submit complete, accurate documentation on all expenditures to the Fiscal Agent/Fiscal Conduit for payment to the vendors,
- Will spend all funds and close-out the program by the jurisdiction's selected end-of-program date, and
- Has no known EFSP compliance exceptions in this or any other jurisdiction.

Signature: _____ Print Name: Samuel T. Biscoe

Title: Travis County Judge Date: _____

LRO ID#: 782400-002 FEIN#: 74-6000192 DUNS #: 030908842

Address: P. O. Box 1748

City/State/Zip: Austin, TX 78767

Phone #: (512) 854-4100 Fax #: (512) 279-2197

Email Address: jim.lehrman@co.travis.tx.us

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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 30, 2011

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2011 Emergency Food and Shelter Program Phase 29 Revised Local Recipient Organization Certification and Fiscal Agent/Fiscal Conduit Agency Relationship Certification forms

Proposed Motion: Consider and take appropriate action to approve the 2011 Phase 29 grant revised Local Recipient Organization Certification and Fiscal Agent/Fiscal Conduit Agency Relationship Certification forms of the Emergency Food and Shelter Program

Summary and Staff Recommendation: Staff requests the acceptance and approval of the revised Local Recipient Organization Certification form for the Phase 29 grant period. This form was approved recently by the Commissioners Court on August 23, 2011; however the National Board revised the form on August 26th. The revisions are the highlighted second and third bullets. Also approval is required from the National Board, for the Fiscal Agent/Fiscal Conduit Agency Relationship Certification form. The grant award in the amount of \$80,571 was approved on September 6, 2011 with the application for this grant receiving approval by the Commissioners Court on March 8, 2011.

The Local Board of the Travis County and surrounding area is requesting approval of these certification forms to complete its process for the National Board. The funds awarded for this grant are used to provide emergency utility assistance for Travis

County's low-income individuals and families who have an income at or below 200% of the current Federal Poverty Income Guidelines.

Budgetary and Fiscal Impact: The awarded grant funds will be budgeted in the utility assistance line item established for this fund. No matching funds are required. The contract period was 01-01-11 through 12-31-11.

Issues and Opportunities: The department has participated in this program for a number of years and within the past program period has assisted 571 households with their utility bills. Other agencies receiving funds for this program use their funding to provide food, shelter and rental assistance for clients. Through coordinating efforts with these agencies with regard to their use of funding as well as ours, duplication of services is prevented and assistance is given in a more efficient and effective manner.

We will use all the Emergency Food and Shelter Program funds for direct assistance to clients. These funds are used to supplement the Federal, State, and local grant funds to enable the department to extend utility assistance to indigent individuals and families who seek aid from the department.

cc: 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

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

Grant Title:	AmeriCorps		
Grant Period:	From: 8/1/11	To: 7/31/12	
Grantor:	Corporation for National and Community Service (through the OneStar Foundation)		
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:	296,919			165,301	73,360	535,580
Operating:	2,003			5,469	109,701	117,173
Capital Equipment:						0
Indirect Costs:				65,275		65,275
Total:	\$298,922*	\$0		236,045	183,061	718,028
FTEs:	15			9	2.5	26.5

*This is the total going to the county. The OneStar Foundation will receive a \$3,019 administrative fee. The total grant award is \$301,941.

Permission to Continue Information Only				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE

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

Performance Measures Applicable Dept. Measures**	Projected FY 11 Measure	Progress To Date:				Projected FY 12 Measure
		12/31/10	3/31/11	6/30/11	9/30/11	
Educational Program Participants	86,000					86,000
Measures For Grant***						
AmeriCorps members successfully completing national service training	32		32			30

Outcome Impact Description	The training gives AmeriCorps members knowledge about national service and their job duties that allows them to competently perform their service activities. The training develops an ethic of service among the members. All members must complete the training in order to serve in the program.					
AmeriCorps member service hours	34,800		17,896			34,800
Outcome Impact Description	This measure shows the number of service hours the AmeriCorps members are providing to the community.					
Students enrolled in after-school programs	1,400		1,528			1,400
Outcome Impact Description	This measure shows the number of students served by the AmeriCorps members.					
Number of third through eighth graders who complete an after-school program and show a 20% increase in science knowledge	446					446
Outcome Impact Description	AmeriCorps members are used to augment staff in a science-based after-school program with the goal of increasing students' knowledge of the subject as reflected in pre- and post- test scores. (Results not available until late August.)					

** This measure is reported annually.
 *** These measures are reported every six months.

PBO Recommendation:

This grant contract with the Corporation for National and Community Service will provide the county with \$298,922 in grant funding to expand the 4H Capital After School Programs. PBO recommends approval of this ongoing 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?

Travis County 4-H CAPITAL uses the AmeriCorps members to expand its after-school programs.

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

There are no county funding requirements once the grant ends. There is a cash and in-kind match required while the grant is in progress.

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 cash and in-kind match totaling \$419,106. These matches will come from 4-H CAPITAL, the Texas AgriLife Extension Service, and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget.

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

The grant allows for a 4% indirect cost allocation for the county and 1% (\$3,019) for the OneStar Foundation. The county is not claiming its 4% allocation because this would raise the cost per FTE from its current \$15,052 to \$15,680 and make it uncompetitive.

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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.

Travis County 4-H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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 grant allows 4-H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This increases the departmental performance measure for educational program participants.

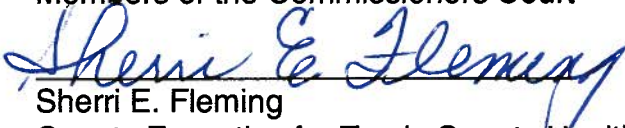


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

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

DATE: August 29, 2011

TO: Members of the Commissioners Court

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

SUBJECT: FY'12 AmeriCorps grant

Proposed Motion:

Consider and take appropriate action to approve a \$301,941 grant from the OneStar Foundation to fund the Travis County CAPITAL AmeriCorps Project in FY'12.

Summary and Staff Recommendations:

The Travis County CAPITAL AmeriCorps Project uses 12 full-time, 14 half-time and 4 quarter-time AmeriCorps members to provide after-school enrichment programs each week during the school year at 20 schools. These programs focus on science and technology, environmental education, outdoor education, and life skills. Four current Travis County staff provide program coordination and support for the day-to-day activities of the AmeriCorps members.

TCHHSVS staff recommends approving this grant.

Budgetary and Fiscal Impact:

The \$301,941 grant requires a combination of cash and in-kind matches totaling \$419,106. These matches will come from 4-H CAPITAL, the Texas AgriLife Extension

Service, and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget. The FY'12 grant runs from 8/1/11 – 7/31/12.

Issues and Opportunities:

Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much needed staff to increase the number of after-school programs in Travis County as well as enhance existing programs. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

The Travis County CAPITAL AmeriCorps Project has been in existence since 2003. It has served more than 10,000 youth to date.

Background:

Travis County 4-H CAPITAL is a non-profit organization affiliated with the Texas AgriLife Extension Service. The Extension Service provides a variety of educational programs for county youth and adults.

Cc: Robert Richter, Director, Texas AgriLife Extension Service
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing Office



Notice of Grant Award

July 29, 2011

Judge Samuel Biscoe
Travis County Health and Human Services and Veteran's Services
P.O. Box 1748
Austin, TX 78767-1748

Dear Judge Biscoe:

This package is your official notice of grant award for AmeriCorps*Texas funding. Please review the Notice of Grant Award and the Grant Award Terms and Conditions (including all attachments). Complete the documents as follows and submit originals to OneStar no later than **August 15, 2011**.

Notice of Grant Award - Submit **two (2)** copies of the Notice of Grant Award signed in **blue** ink. OneStar will sign both copies, retain one copy for OneStar records, and return one copy for your records.

OneStar Foundation
Attn: Project Coordinator
816 Congress Ave. Suite 900
Austin, TX 78701

Contact me immediately if there are any errors or omissions on the Notice of Grant Award. If you have any other questions or need additional assistance regarding the contents of these documents prior to signature, please contact Kathy Hernandez at 512-287-2028 or kathy@onestarfoundation.org.

Sincerely,

Elisa Gleeson
Grants Management Specialist
OneStar Foundation: Building Better Nonprofits for a Better Texas

CC: Ellen Heath, Financial Analyst, Travis County through the Travis County Dept. of Health and Human Services and Veterans Service
John Bradshaw, Contract Specialist, Travis County through the Travis County Dept. of Health & Human Services and Veterans Service
Charlotte Benbenek-Price, AmeriCorps Project Coordinator, Travis County through the Travis County Dept. of HHS and Veterans Service
Kathy Hernandez, Project Coordinator, OneStar Foundation
Amy Park, Program Impact Specialist, OneStar Foundation
Jerry Bertrand, Senior Program Impact Specialist, OneStar Foundation



Notice of Grant Award

Sub-Grantee Information

Legal Applicant

Travis County through the Travis County Department of Health and Human Services and Veterans Service
P.O. Box 1748
Austin, TX 78767-1748

EIN: 74-6000192

Program Name

Travis County CAPITAL AmeriCorps Project

Primary Contact

Charlotte Benbenek-Price
512-854-3192
cebenbenek-price@ag.tamu.edu

Award Information

CFDA Number 94.006
eGrants Grant Number 06AFHTX0010051
eGrants Application ID 11AC126698

Pre-Award Cost Start Date Not Applicable
Project Period 8/1/2009 – 7/31/2012
Budget Period 8/1/2011 – 7/31/2012

Award Description

This award provides funds authorized by the Corporation for National and Community Service ("Grantor") that are passed through to OneStar National Service Commission ("Grantee") for carrying out AmeriCorps*State programs. The purpose of this award is to assist the Sub-Grantee in providing innovative program activities enable and authorized by the Grantor and Grantee under the National and Community Service Act of 1990, as amended (42 U.S.C. SS12501 et seq.).

Funding Information

	Corporation Share	Grantee Share
Grant Year 2011-12 Funding	\$301,941	\$419,106
Approved Match	58%	

Member Information

	Stipend	Non-Stipend
Total Slots	30	0
Full-Time Slots	12	0
Half-Time Slots	14	0
Reduced Half-Time Slots	0	0
Quarter-Time Slots	4	0
Minimum-Time Slots	0	0
Member Service Years (MSYs)	20.06	

Special Conditions

Eligibility for continued funding is contingent upon satisfactory performance, compliance and the availability of funds.

Terms of Acceptance

By accepting funds under this grant, the Sub-Grantee agrees to comply with the Notice of Grant Award, Terms and Conditions, Attachment A: Reporting Requirements and Deadlines, Attachment B: AmeriCorps*Texas Provisions, all applicable federal statutes, regulations and guidelines, and all applicable Grantee policies and procedures.

The Sub-Grantee agrees to administer the funded program in accordance with the approved grant application and budget as submitted in eGrants, supporting documents and other representations made in support of the approved Grant application.

Signature Authority

The person or persons signing this Notice of Grant Award on behalf of the Sub-Grantee or representing himself/herself as signing this agreement on behalf of the Sub-Grantee, hereby guarantee s that he/she has been duly authorized by the Sub-Grantee to execute this Notice of Grant Award on behalf of the Sub-Grantee and to validly and legally bind the Sub-Grantee to all the terms of this agreement.

This Grant Award is not effective until signed by the Grantee and the Sub-Grantee.

Grantee

Sub-Grantee

Elizabeth Darling
Chief Executive Officer
OneStar Foundation

Date

Samuel Biscoe
County Judge
Travis County through the Travis County Department of Health and Human Services and Veterans Service

Date



AmeriCorps Grant Award 2011-2012 Terms and Conditions

GENERAL TERMS AND CONDITIONS

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AmeriCorps Grant Award 2011-2012 Terms and Conditions

CHANGES IN THE 2011-2012 TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

Section 1. The definitions for "Operating Site" and "Service Location" have been added.

Section 19. Matching Requirements has been revised.

ATTACHMENT A

Reporting Requirements and Deadlines have been revised to reflect the 2011-2012 reporting schedule and requirements.

ATTACHMENT B

- B1.A.1 & 2.** Added additional information related to Identification of AmeriCorps Programs and/or Members and additional information related to the AmeriCorps name and logo.
- B1.B.1.** Added information related to the My AmeriCorps Portal.
- B1.B.5.** Added information on assigning members to service locations.
- B1.C.1.** Added the grantee's responsibility for ensuring position descriptions do not include prohibited activities.
- B1.C.2.** Changed "member contracts" to "member service agreements" and added the Regulation's citation for prohibited activities.
- B1.C.3.** Added the list of prohibited activities.
- B1.C.4.** Added a requirement for grantees to train members on prohibited activities and a reminder on the limitation of time spent in training.
- B1.D.** Added information on changes in member terms of service and program slots.
- B1.E.** Added language about compliance with regulations on compelling personal circumstances.
- B1.F.5 & 6.** Updated childcare vendor information to First Financial Associates.
- B1.G.1.** Added language to clarify that position descriptions must be included as part of retained records.
- B1.G.2.** Added information related to the My AmeriCorps Portal.
- B2.A.2.** Added a section on subawards and sub-grantees having a monitoring plan.
- B2.B.4.** Increased the maximum daily consultant/contractual daily rate from \$617 to \$750.
- B2.D.** Added language on program income.
- B2.F.1** Updated the TTY/Reasonable Accommodation phone number
- B2.J.** Added the Central Contractor Registration and Universal Identifier Requirements.
- B2.K** Added the Transparency Act Award Term for grants and cooperative agreements of \$25,000 or more.
- B3.** Grant Program Civil Rights and Non-Harassment Policy has been revised.



AmeriCorps Grant Award 2011-2012 Terms and Conditions

SECTION 1: DEFINITIONS

The following definitions apply to the entire Grant Award.

- 1.1 **Application for Funding** means the final application approved by the Commission at the time of the grant award (including amendments).
- 1.2 **Grant and Grant Award** means the Notice of Grant Award, the Grant Award Terms and Conditions, all attachments contained herein and all subsequent amendments.
- 1.3 **Contract oversight activities** include compliance monitoring, periodic evaluations, reimbursement request reviews, audits, or any other routine, periodic, or ad hoc contract management interactions between the Commission and the Sub-Grantee and the Sub-Grantee and its Program Sub-Grantee, if applicable. This definition also includes interactions between the Sub-Grantee and an entity designated by the Commission for this purpose.
- 1.4 **Commission** means the OneStar National Service Commission (also known as the Grantee); the Commission is authorized to administer the State's national service plan and AmeriCorps grant programs and to perform such other duties prescribed by law. The Commission may be accessed at <http://www.onestarfoundation.org/>
- 1.5 **Corporation** means the Corporation for National and Community Service. The Corporation may be accessed at <http://www.cns.gov/>
- 1.6 **Commission Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the Sub-Grantee to put the Sub-Grantee at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- 1.7 **Corporation Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the Commission to put the Commission at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- 1.8 **eGrants** is the Corporation for National and Community Service's web-based system for submission and tracking grant applications; managing members and progress reporting. eGrants may be accessed at <http://www.americorps.gov/egrants/index.asp>
- 1.9 **Member** means an individual:
 - 1.9.1 Who has been selected by the Sub-Grantee to serve in an approved national service position;
 - 1.9.2 Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
 - 1.9.3 Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled
 - 1.9.3.1 in a full-time, year-round youth corps or full-time summer program as defined in the Act (42 U.S.C. 12572 (a) (2)), in which case he or she must be between the ages of 16 and 25, inclusive, or
 - 1.9.3.2 in a program for economically disadvantaged youth as defined in the Act (42 U.S.C. 12572 (a)(9)), in which case he or she must be between the ages of 16 and 24, inclusive; and
 - 1.9.4 Who has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma or its equivalent before using an education award) and who has not dropped out of elementary or secondary school in order to begin a term of service as an AmeriCorps member



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(unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. 1091), or who has been determined through an independent assessment conducted by the Sub-Grantee to be incapable of obtaining a high school diploma or its equivalent.

- 1.10 **Operating Site** means the organization that manages the AmeriCorps program and places members into service locations. Sub-Grantees are operating sites.
- 1.11 **Performance Measures** are measurable indicators of a program's performance as it relates to member service activities.
- 1.12 **Project Period** is the complete length of time the Sub-Grantee is proposed to be funded to complete approved activities under the grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a Sub-Grantee's approved activities and budget.
- 1.13 **Scope of Work** for the purposes of this agreement includes the approved Application, Budget, and Notice of Grant Award.
- 1.14 **Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.
- 1.15 **Service Recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.
- 1.16 **Sub-Grantee** for the purposes of this agreement means the recipient of this Grant, funded by and awarded by the Commission. The Sub-Grantee carries out a National Service Program, described in the Act (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the Provisions of this Grant.
- 1.17 **Program Sub-Grantee** refers to an organization receiving AmeriCorps grant funds from a Sub-Grantee. The Program Sub-Grantee carries out in part or in whole, a National Service Program, described in the Act (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the Provisions of this Grant.
- 1.18 **Term of Service** means the member's term of service defined as the duration, hours required, and any other program-specified requirements that a member shall complete to successfully earn an educational award. The duration of the Term of Service shall fall within the Sub-Grantee's approved budget period.

SECTION 2: LEGAL AUTHORITY

- 2.1 Sub-Grantee agrees this Grant is authorized by and subject to the National and Community Service Act of 1990 "Act" (as amended by the Edward M. Kennedy Serve America Act of 2009), codified as 42 U.S.C. 12501et seq. Sub-Grantees shall comply with the requirements of the Act, its implementing regulations found in the Code of Federal Regulation (CFR) 2520 - 2550, and other guidance.
 - 2.1.1 The Sub-Grantee agrees to include in all program sub-grants the applicable terms and conditions contained in this award, including certifications and assurances
 - 2.1.2 All applicable Provisions of the Grant including statute regulations and OMB circulars that are



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incorporated by reference to this agreement shall apply to any Sub-Grantee and Program Sub-Grantee, including certifications and assurances.

- 2.2 The Sub-Grantee shall comply with the cost principles set forth in Office of Management and Budget (OMB) Circulars (as applicable), and these (OMB) Circulars are incorporated by reference as part of this agreement.
- 2.2.1 OMB A-21, Cost Principles for Educational Institutions
 - 2.2.2 OMB A-87, Cost Principles for State, Local, and Indian Tribal Governments
 - 2.2.3 OMB A-122, Cost Principles for Nonprofit Organizations
 - 2.2.4 Fixed amount grants are exempt from OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225, OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR Part 230, and OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.
- 2.3 The Sub-Grantee shall comply with the uniform administrative requirements set forth in OMB Circulars (as applicable), and these (OMB) Circulars are incorporated by reference as part of this agreement.
- 2.3.1 OMB A-102, Grants and Cooperative Agreements with State and Local Governments
 - 2.3.2 OMB A-110, Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations
- 2.4 The Sub-Grantee shall comply with the audit requirements set forth in OMB Circulars (as applicable), and this (OMB) Circular incorporated by reference as part of this agreement.
- 2.4.1 OMB A-133, Audits of States, Local Governments, and Nonprofit Organizations
 - 2.4.2 See also Section 11 of this grant award, for additional requirements.
- 2.5 The Sub-Grantee agrees to provide services to the Commission as specified in the final Commission approved Application for Funding. The Sub-Grantee agrees to provide such services in compliance with all applicable Federal and State laws, regulations, and rules, and all Commission policies and procedures or guidance manuals incorporated herein by specific reference, and these terms and conditions
- 2.6 The Sub-Grantee represents and guarantees that it possesses the legal authority to enter into, to receive the funds authorized by, and to perform the services the Sub-Grantee has obligated itself to perform, under this grant award.
- 2.7 The Corporation's Office of Inspector General provides a list of common audit findings with which the Sub-Grantee should ensure they are familiar. The list of common audit findings may be accessed at: http://www.americorps.gov/pdf/08_0626_cnacs_audit_findings.pdf.

SECTION 3: EXEMPTIONS FOR FIXED AMOUNT GRANTS

- 3.1 Fixed Amount grants are exempt from the Cost Principles. Fixed Amount grants must comply with OMB Circular A-133 and the Uniform Administrative Requirements. Fixed amount grants include Education Award programs, Professional Corps, and Full-Cost Fixed Amount grants.

SECTION 4: COMPLIANCE WITH LAW/ORDER OF PRECEDENCE

- 4.1 Any inconsistency in the Grant Award shall be resolved by giving precedence in the following order (a) Applicable Federal Statutes, (b) Corporation and other Federal regulations, (c) Special Provisions, (d)



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General Provisions, (e) Notice of Funding Opportunity, (f) Commission terms and conditions, policies and procedures, and (g) the approved Grant Application including all assurances, certifications, attachments, and pre-award negotiations.

SECTION 5: GENERAL TERMS

- 5.1 To the extent allowed by the Constitution and the laws of the State of Texas, the Sub-Grantee agrees to indemnify, defend, and save harmless the Commission, its officers, agents, contractors, and employees:
 - 5.1.1 from any and all claims and losses occurring or resulting to any and all subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Award, and
 - 5.1.2 from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Sub-Grantee in the performance of this Grant Award.
- 5.2 Both parties agree that all powers not explicitly vested in the Sub-Grantee by this Grant Award remain with the Commission.
- 5.3 The Sub-Grantee shall notify the Commission within ten (10) working days of the occurrence of any change in the Sub-Grantee's key personnel assigned to the grant project, significant changes affecting the Sub-Grantee's identity (such as name, governing structure or organization ownership or control, name change, governing board membership), any voluntary or involuntary actions in bankruptcy, or any Criminal or civil allegations or actions by or against the Sub-Grantee.
- 5.4 If any part of this Grant Award shall be held unenforceable, the rest of the Grant Award shall nevertheless remain in full force and effect.
- 5.5 Failure to enforce any provision of the Grant Award does not constitute a waiver of that provision, or any other provision, of the Grant Award.

SECTION 6: GRANT AWARD CYCLE

- 6.1 For the purpose of the grant, unless otherwise specified, the project period covers a three-year period. In approving a multi-year project period, the Commission generally makes an initial award for the first year of operation. Sub-Grantees desiring to continue beyond the first or second year of the three-year project period shall submit a continuation application in a new grant competition held by the Commission. Continuation funding is contingent upon satisfactory performance, compliance and the availability of funds.

The project period and the budget period for this grant are noted on the Notice of Grant Award.

SECTION 7: CHANGES AND AMENDMENTS

- 7.1 Any alterations, additions, or deletions to the terms of this Grant Award which are required by changes in federal or state law or by regulation are automatically incorporated into this Grant Award without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 7.2 Except as specifically provided by Sub-Section 7.1 of this Grant Award, this Grant Award is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Grant Award shall be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been executed by both parties or in another form approved by the Commission, or other modifications of any type, shall be invalid.



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- 7.3 Programmatic Changes.** Sub-Grantees shall first obtain the prior written approval of the Commission before making the following changes in the approved Program. Depending on the nature of the change, approval from the Corporation may also be required.
- 7.3.1 Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;
 - 7.3.2 Substantial changes in the level of participant supervision;
 - 7.3.3 Entering into additional program sub-grants or contracts for AmeriCorps activities funded by the grant, but not identified or included in the approved application and grant budget.
- 7.4 Budgetary Changes.** The Sub-Grantee shall obtain the prior written approval of the Commission and the Corporation's Office of Grants Management before deviating from the approved budget in any of the following ways;
- 7.4.1 Specific Costs Requiring Prior Approval before Incurrence under OMB Circulars A-21 (2 CFR part 220), A-87 (2 CFR part 225) or A-122 (2 CFR part 230). For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
 - 7.4.2 Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
 - 7.4.3 Unless the Corporation share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 percent or more of the total budget shall be approved in writing in advance by the Commission and the Corporation. The total budget includes both the Corporation and Sub-Grantee shares. Sub-Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 per cent of the total budget.
- 7.5 Approvals of Programmatic and Budget Changes.** Approval of programmatic and budget changes are required from the Commission. Depending on the nature of the change, additional approval from the Corporation may also be required. Sub-Grantees should not assume approval has been granted unless documentation from the Commission has been received.
- 7.6 Exceptions for Fixed Amount Grants.** Sub-Grantees with fixed amount grants are not subject to the requirements in Section 7.4, Budgetary Changes.

SECTION 8: PROGRAM SUB-GRANTS

- 8.1 Except as specifically authorized by the Commission in writing, in selecting Program Sub-Grantees hereunder the Sub-Grantee shall utilize procurement procedures referenced in OMB Circular A-102 or A-110 (as applicable).
- 8.2 The Sub-Grantee shall ensure that the performances rendered under all program sub-grants are rendered in compliance with all the terms and provisions of this Grant Award as if the performances rendered were rendered by the Sub-Grantee.
- 8.3 The Sub-Grantee shall ensure that no person shall participate in any decision related to making Sub-Grants under this Grant Award which affects his/her personal financial interest. The Sub-Grantee shall maintain on file and make available for inspection a written statement that includes the name of employees and governing body members who have a conflict of and discloses interest, fact or circumstance that describes the conflict of interest. Such conflict of interest disclosure statement shall be updated as circumstances require.



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- 8.4 Should the Sub-Grantee enter into a subsequent sub-grant in sub-granting any of the performances hereunder, the Sub-Grantee shall:
- 8.4.1 Remain liable for the performance of the terms, conditions, and attachments of this Grant Award.
 - 8.4.2 Ensure that Program Sub-Grantees comply with the requirements set forth under 42 U.S.C. 9901 et seq., as amended.
 - 8.4.3 Provide to the Commission, within thirty (30) days of contract execution, the Program Sub-Grantees name, address, telephone number, contact person, contract amount, and program description of each sub-grant to this Grant Award.
- 8.5 The Sub-Grantee's responsibilities extend to oversight of its Program Sub-Grantees and their financial and program duties as an agent of the Sub-Grantee under this Grant Award.
- 8.5.1 The Sub-Grantee shall conduct monitoring and contract oversight activities on a routine basis from the Sub-Grantee's offices, on site at the Program Sub-Grantee's offices, virtually using electronic communications, or a combination of these approaches.
 - 8.5.2 The Sub-Grantee shall document its oversight of its Program Sub-Grantees and these records shall be available to the Commission during the term of the grant and for as long thereafter as the Commission's duties to the Corporation require.
- 8.6 Require through contract agreement that Program Sub-Grantees make all documents, papers, and records relevant to the work performed available to the Commission and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on or off the premises of the subcontractor in accordance with Section 15.
- 8.7 Require each of its Program Sub-Grantees to be subject to the examination and audit of the Commission or its duly authorized agents and shall retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records following the record retention policy of the Sub-Grantee as required in Sub-Section 15.3 of this Grant Award; and
- The resolution of any litigation, claim, negotiation, audit or other action involving those records, if such resolution is after the submission of the Program Sub-Grantee's final expenditure report for the Program.

SECTION 9: REPORTING FRAUD

- 9.1 The Sub-Grantee shall report to the Commission any knowledge of suspected fraud, possible unallowable or illegal expenditures, unlawful activity, and violations of law or Commission rules, policies and procedures, no later than five (5) working days from the date of discovery of any such act.
- 9.2 Except as required by law or court order, the parties to this Grant Award shall insure the confidentiality of all reports or suspected fraud and program abuse. No party to this agreement shall retaliate against any person for filing a report.
- 9.3 The Sub-Grantee agrees to notify the Commission within five (5) working days from the date they are notified of an investigation by the Corporation Office of Inspector General on the Legal Applicant or Approved Program as it relates to any funds awarded by OneStar and/or directly from the Corporation.
- 9.4 See also Sub-Section B.2.C of this grant award for additional requirements.

SECTION 10: TECHNICAL ASSISTANCE



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- 10.1 The Sub-Grantee shall participate in trainings and/or in technical assistance designated as mandatory. When trainings and/or technical assistance are deemed mandatory, attendance is measured and becomes part of the Sub-Grantee's performance record.
- 10.2 At the discretion of the Commission, technical assistance and/or training may result in additional requirements that are binding on the Sub-Grantee through a corrective action plan as described in Section 13.

SECTION 11: AUDITS

- 11.1 Sub-Grantee organizations that expend \$500,000 or more in their fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. If the Sub-Grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible. A Sub-Grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, Sub-Grantees shall continue to conduct financial management reviews of its programs, and records shall be available to the Commission or its designee for review and audit.
 - 11.1.1 Sub-Grantees must submit an independent audit and financial statements to the Commission nine months after the organization's fiscal year end.
 - 11.1.2 Sub-Grantees that are required to, must submit audits required under Office of Management and Budget Circular A-133, to the Commission, nine months after the organization's fiscal year end.
- 11.2 Notwithstanding Sub-Section 11.1 of this Grant Award, the Commission reserves the right to conduct, or cause to be conducted at any time, an independent audit of all funds received under this Grant Award. Such an audit may be performed by a certified public accounting firm, or other auditors as designated by the Commission and shall be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.
- 11.3 The Sub-Grantee agrees and understands that acceptance of funds under this Grant Award acts as acceptance of the Commission, any successor agency, and any state or federal auditors with auditing jurisdiction, to audit or investigate the expenditure of funds under this grant award or subcontract. The Sub-Grantee further agrees to cooperate fully with the Commission, its successor, and any state or federal auditors with auditing jurisdiction, including providing all records and make available for interview all relevant staff as requested. The Sub-Grantee shall ensure that this clause concerning the authority to audit funds received indirectly by any of the Program contractors or Program Sub-Grantees through the Program and the requirement to cooperate is included in any subcontract it awards.

SECTION 12: MONITORING AND EVALUATIONS

- 12.1 To fulfill its fiduciary responsibilities and programmatic obligations, the Commission shall conduct contract oversight activities under this Grant Award.
 - 12.1.1 The Commission shall conduct monitoring on a routine basis utilizing the Commission's risk assessments.
 - 12.1.2 The Commission shall conduct contract oversight activities from the Commission offices, on site at the Sub-Grantee's offices, virtually using electronic communications, or a combination of these approaches.
- 12.2 When the Commission conducts monitoring of the Sub-Grantee, preliminary results shall be provided to



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the Sub-Grantee before the evaluation is concluded and the findings are published.

- 12.3 The Sub-Grantee shall implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this Grant Award. The Sub-Grantee's responsibilities in this regard extend to oversight of its Program Sub-Grantees and their financial and program duties as an agent of the Sub-Grantee under this Grant Award.
- 12.4 The Sub-Grantee shall document its oversight of its Program Sub-Grantees and these records shall be available to the Commission during the term of the grant and for as long thereafter as the Commission's duties to the Corporation require.

SECTION 13: ENFORCEMENT

- 13.1 To assure Sub-Grantee adherence to Corporation and Commission policies, the Commission reserves the right to develop, publish, and apply a graduated schedule of enforcement actions.
- 13.2 The graduated schedule of enforcement actions may include any or all of the following actions to address an issue, concern, or deficiency identified through contract oversight activities:
 - 13.2.1 Verbal and/or written communication of the mitigating steps or actions requested by the Commission;
 - 13.2.2 Development and implementation of a corrective action plan;
 - 13.2.3 Formal notification to the Sub-Grantee's executive staff of the Sub-Grantee's failure to timely and appropriately respond to the Commission's request or directive;
 - 13.2.4 Formal notification to the Sub-Grantee's governance body of the Sub-Grantee's failure to timely and appropriately address the Commission's request or directive;
 - 13.2.5 Withholding of some or all of a Sub-Grantee payment when the Sub-Grantee's non-compliance puts the Commission at risk of a Corporation financial penalty or sanction; and
 - 13.2.6 Suspension and/or Termination of the grant award, in whole or in part.
- 13.3 To promote transparency of program outcomes and responsible expenditure of public funds, the Commission reserves the right to document and describe the activities of the Sub-Grantee in relation to performance standards, contractual deliverables, or enforcement actions, including a report card or similar high-level quantification of Sub-Grantee performance.
- 13.4 The Sub-Grantee may respond to any Commission enforcement action by showing how its failure to respond to the Commission arises out of causes beyond the control and without the default or negligence of the Sub-Grantee. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either of its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- 13.5 The Commission shall provide technical assistance to the Sub-Grantee in correcting the deficiencies noted during monitoring, evaluations, the reimbursement process or the normal course of business. The Commission may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.
- 13.6 The Commission and the Sub-Grantee agree that opportunities for improvements in operational efficiency, financial accountability, member experience, program outcomes, or other relevant qualitative factors shall be systematically pursued and implemented. When an opportunity is identified by the Commission through contract oversight activities, the Commission may request the development of an operational improvement plan. An operational improvement plan requested by the Commission is



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considered a contractual deliverable and is binding upon the Sub-Grantee at the time it is approved by the Commission. While the plan is binding, the timeframe for its implementation is determined by the mutual consent of both parties.

SECTION 14: SUSPENSION AND TERMINATION

- 14.1 This Grant award may be terminated by mutual agreement, in whole or in part, by either party, with 30 calendar day's written notice to the other party. In the event of termination by mutual agreement, the Sub-Grantee shall be entitled to compensation under this Grant Award for allowable expenditures, prior to the date of termination, in accordance with this Grant Award. Regulations related to the Corporation's authority to suspend or terminate this grant are contained in 45 C.F.R. §2540.400. In addition, the Sub-Grantee may suspend or terminate assistance to a Program Sub-Grantee, provided that such action affords the Program Sub-Grantee, at a minimum, the notice and hearing rights described in 45 C.F.R. §2540.400.
 - 14.1.1 If both parties to this Grant agree that the continuation of the Grant Award would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and the portion to be terminated.
 - 14.1.2 Upon termination, the Commission shall compensate the Sub-Grantee for those eligible expenses incurred during the grant award period which are directly attributable to the completed portion of the work covered by this Grant Award, provided that the work has been completed in a manner satisfactory and acceptable to the Commission.
 - 14.1.3 The Sub-Grantee shall not incur new obligations for the terminated portion after the effective date of termination and shall cease to incur costs under this Grant Award upon termination or receipt of written notice to terminate, whichever occurs first.
- 14.2 Regulations related to the Corporation's authority to suspend or terminate this grant are contained in 45 CFR § 2540.400. In addition, the Commission may suspend or terminate assistance to a Sub-Grantee, provided that such action affords the Sub-Grantee, at a minimum, the notice and hearing rights described in 45 CFR §2540.400.
- 14.3 Upon termination of this Grant Award, whether for cause or by mutual agreement, all finished or unfinished documents, records, reports, photographs, etc. prepared by the Sub-Grantee shall, at the option of the Commission, become the property of the Commission.
- 14.4 In the event of any termination, the Sub-Grantee may be requested to transfer title and deliver to the Commission any property or products the Sub-Grantee has acquired or produced in performance of this Grant Award.
- 14.5 In the event federal or state laws or regulations are amended or judicially interpreted to render continued fulfillment of this Grant Award by either party substantially unreasonable or impossible, then the parties shall be discharged from any further obligations under this Grant Award, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of Grant Award close-out.
- 14.6 The Sub-Grantee shall remain liable for all disallowed costs and costs incurred for activities performed under this grant. The Commission may withhold payment to the Sub-Grantee on this Grant Award until such time as the exact amount of damages due to the Commission from the Sub-Grantee is agreed upon or is otherwise determined by the Commission.

SECTION 15: RETENTION AND ACCESSIBILITY OF RECORDS



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- 15.1 The Sub-Grantee shall maintain a record keeping system for all of its activities under this Grant Award, including program records and financial management records which support and document all expenditures of funds made under this Grant Award. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 15.2 The Sub-Grantee's employee and applicant records shall be maintained in a confidential manner, in compliance with the Federal Privacy Act of 1974, as amended.
- 15.3 The Sub-Grantee shall retain all fiscal records and supporting documents for a minimum of three (3) years after submission of Commission final aggregate Federal Financial Report for the Commission's Corporation grant under which the Sub-Grantee is funded, or for any greater retention period specified in the Notice of Grant Award or its attachments. In the event there is an audit in progress or an unresolved audit discrepancy at the end of such retention period, the records shall be retained until the discrepancy is resolved and final action is taken.
- 15.4 The Sub-Grantee shall grant access and the right to examine; copy or mechanically reproduce all reports, books, papers, documents, automated data systems; and other records pertaining to this Grant Award. The Sub-Grantee shall cooperate with any examination conducted pursuant to this section. Such rights of access and examination are granted to, as applicable:
 - 15.4.1 the Corporation for National and Community Service
 - 15.4.2 the Office of the Inspector General,
 - 15.4.3 the Commission,
 - 15.4.4 other state and federal auditing agencies, or
 - 15.4.5 any duly authorized representative of the above named agencies as deemed appropriate by the Commission
- 15.5 The Commission shall make every effort to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.; unless the Commission determines it necessary to access records during other days or hours. Such rights to access shall continue as long as the records are retained by the Sub-Grantee.

SECTION 16: RIGHTS IN DATA

- 16.1 Excluding copyrighted, licensed and public domain software, the Sub-Grantee grants to the Commission and its designated representatives, unlimited rights to any data, databases or data processing programs first developed, produced or delivered under this Grant Award. Such data include recorded information regardless of form or media except computer software.
- 16.2 The Commission may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Commission any data developed under this Grant Award or purchased with funds from this Grant Award.
- 16.3 The Sub-Grantee has the responsibility to obtain from the Program Sub-Grantees all data and rights therein necessary to fulfill the Sub-Grantee's obligations to the Commission under this Grant Award. If a Program Sub-Grantee refuses to accept terms affording the Commission such rights, the Sub-Grantee shall promptly bring such refusal to the attention of the Commission.
- 16.4 Unless otherwise specified, the Sub-Grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the Grant. However, the Sub-Grantee may not sell any work that includes an AmeriCorps logo without prior written approval from the Corporation.



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- 16.4.1 The Corporation retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the Grant and to authorize others to do so. The Corporation may distribute such products through a designated clearinghouse.
- 16.4.2 To the extent practical, the Sub-Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.
- 16.4.3 Distribution, publication or sharing of any data or information will be done in a manner according to all applicable federal, state and local laws as to confidentiality and other data sharing restrictions.

SECTION 17: RIGHTS TO SUPPLIES AND EQUIPMENT PURCHASED WITH GRANT FUNDS

- 17.1 The Commission shall retain sole right to property (supplies and equipment) purchased solely with funds granted to the Sub-Grantee by the Commission. The Commission shall retain a partial right to supplies and equipment purchased partially with funds granted by the Commission, based on the percentage of Commission funds used in the purchase. No disposition or sale of supplies and equipment purchased all or in part with Grant funds, prior to or after termination of the Grant Award, is allowable without obtaining prior written consent from the Commission. Upon the Commission's consent to any such sale, all funds from such sale (or the appropriate percentage for supplies and equipment purchased partially with Commission funds) of supplies and equipment shall be paid in full to the Commission (less an allowable disposition fee).

SECTION 18: GENERAL FISCAL ADMINISTRATION

- 18.1 The Sub-Grantee shall maintain separate accounting records with identification of cash receipts and disbursements of funds under this Grant Award.
- 18.2 Notwithstanding any other provisions of this Grant Award, the parties hereto understand and agree that the Commission's obligations under this Grant Award are contingent upon actual receipt of adequate funds from federal and other sources to meet the Commission's liabilities hereunder.
- 18.3 The Commission shall not be liable to the Sub-Grantee for any excess or unspent funding obligations, and retains the right to unilaterally de-obligate such obligations.
- 18.4 The Commission may obligate additional funds under this Grant Award or de-obligate funds previously obligated under this Grant Award.
- 18.5 In the case of an additional obligation or de-obligation of funds, the Commission shall provide written notification to the Sub-Grantee in the form of either a letter of notification or a grant award amendment.
- 18.6 The Sub-Grantee understands and agrees that it shall be liable to repay to the Commission any funds determined by either the Commission or the Sub-Grantee to be expended in violation of the terms of this Grant Award subject to the following conditions:
 - 18.6.1 The Sub-Grantee shall be liable for such funds and shall repay such funds even if a Program Sub-Grantee made the improper expenditure.
 - 18.6.2 If the Sub-Grantee determines it has requested any payment from the Commission that is in violation of the terms of this Grant Award, and such payment has been made by the Commission, the Sub-Grantee shall notify the Commission no later than five (5) working days from this determination.
 - 18.6.3 All repayments made by the Sub-Grantee shall be from non-federal funds.



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- 18.6.4 Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.
- 18.7 The Sub-Grantee shall obtain approval from the Commission for deviations from the approved budget as outlined in the Budget Variance policy. Budget changes may require submission of a Budget Line Adjustment Request (BLAR) by the Sub-Grantee. Submission of the BLAR does not guarantee approval.
- 18.8 The Sub-Grantee, unless it is an Institution of Higher Education or State/ Local Government Agency, shall obtain a Fidelity Bond equal to or greater than the grant award amount. If the Sub-Grantee's current coverage is lower than the grant amount, the Sub-Grantee shall amend the coverage to reflect the grant amount. In addition, OneStar Foundation shall be named as a third party loss payee.
- 18.8.1 The Sub-Grantee receiving the Grant Award is the party insured. This insurance shall cover the dishonest acts of all employees, volunteers, officers and directors.
- 18.8.2 Sub-Grantee may obtain the necessary Bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company.
- 18.9 The Sub-Grantee shall keep bond insurance current from the start date of the budget period to six months after the date of final reimbursement.
- 18.10 The Sub-Grantee may request total waiver or reduction of the amount of fidelity bond by submitting a written statement that is determined to be satisfactory to the Commission from an independent certified public accountant that certifies the reduced bond amount as being appropriate and sufficient bond to provide coverage for the total amount of funds administered by Sub-Grantee and also appropriate to the internal controls in place by Sub-Grantee.

SECTION 19: MATCHING REQUIREMENTS

- 19.1 Sub-Grantees shall refer to OMB Circulars A-21, A-87, A-122 and A-102 [and its implementation regulation (45 C.F.R.§2543) or A-110 (45 C.F.R.§2541)], as applicable, for additional requirements related to allowable kinds and sources of match and match documentation requirements.
- 19.2 Exception for Donated Professional Service. Because one purpose of this Grant is to enable and stimulate volunteer community service, the Sub-Grantee may not include the value of direct community service performed by volunteers. However, the Sub-Grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit work, and training of staff and AmeriCorps Members.
- 19.3 Match funds are the funds that Sub-Grantees are required to attain from other sources to provide additional support to this Program. Sub-Grantees shall adhere to all approved budgeted match levels as stated in the Sub-Grantee's approved eGrants application unless prior written approval is granted by the Commission.
- 19.4 Sub-Grantees utilizing match funds from other Federal sources must have consent from the other Federal source allowing the use of the funds as match under this Grant.
- 19.5 Sub-Grantees shall report the amount and sources of federal funds, other than those provided by the Corporation, used to carry out its program. This includes other federal funds expended by program sub-grantees and operating sites. This information shall be reported on the Federal Financial Report (FFR).
- 19.6 Sub-Grantee match funds from private sources, including fees for service and program income, are subject to public reporting. Funds from private sources shall be reported in the period they are earned.



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SECTION 20: PROGRAM INCOME

- 20.1 Program income, including fees for service, earned as a direct result of the grant-funded program activities during the award period, must be retained by the Sub-Grantee and used to finance allowable costs under the federal and/or non-federal shares of the grant. (See Section B2-D: Program Income)
 - 20.1.1 The service activities conducted by the members shall be allowable under this Grant Award.
 - 20.1.2 All income earned as a direct result of the Program's activities during the award period shall be used first to finance the non-federal (Corporation) share (match) of the Program.
 - 20.1.3 Program income in excess of the match needed for this Grant Award shall follow the appropriate requirements of 45 CFR §2541.250, 2 CFR 225, 2 CFR 215, or 2 CFR 220 and there will be a corresponding decrease in total allowable costs under the federal share.
 - 20.1.4 In lieu of utilizing program income to finance the grantee share or reduce the federal share, OneStar may authorize, on a case-by-case basis, a Sub-Grantee to utilize the addition method for program income. Under the addition method, a Sub-Grantee would request approval to add on an activity that would enlarge or enhance its activities under the purposes and conditions of this grant agreement. Sub-grantees must request and gain approval from OneStar prior to utilizing program income in this manner.
 - 20.1.5 Program income shall be accounted for, reported and expended by the Sub-Grantee in the budget period in which it is earned except with prior approval by OneStar.
 - 20.1.6 Sub-Grantees shall disburse program income, and interest earned on such funds before requesting additional cash payments of federal funds.
- 20.2 When using assistance under this Grant, the Sub-Grantee may not enter into a contract for or accept fees for service performed by members when:
 - 20.2.1 The service benefits a for-profit entity;
 - 20.2.2 The service falls within the other prohibited Program activities set forth in these Grant terms and conditions; or
 - 20.2.3 The service violates the non-displacement Provisions of the Act set forth in these Grant terms and conditions.
- 20.3 Sub-Grantees that earn excess income shall specify the amount of the excess in the comment box on the Federal Financial Report (FFR).

SECTION 21: PAYMENT OBLIGATIONS

- 21.1 In consideration of the Sub-Grantee's full and satisfactory performance as specified in the Application for Funding, the Commission shall agree to pay the Sub-Grantee in an amount equal to the actual allowable costs incurred by the Sub-Grantee, not to exceed the amount awarded to the Sub-Grantee by the Commission, in rendering such performance. The Commission utilizes the right to retain one percent (1%) of the Federal share of this Grant Award.
- 21.2 Requests for reimbursement may be submitted to the Commission semi-monthly, monthly, or quarterly. Quarterly submissions shall coincide with the calendar quarters. However, when the Budget Period of this Grant Award begins after the beginning of the calendar quarter or ends before the end of the calendar quarter, the request for reimbursement shall only cover that portion of the calendar quarter encompassed by the Budget Period of the grant.
 - 21.2.1 Requests for reimbursement shall be received by the Commission within 30 days of the end of



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the period covered by the request.

21.2.2 Payments will be made chronologically based on the period covered.

- 21.3 The Sub-Grantee shall submit requests for reimbursement on an accurately completed Commission Periodic Expense Report, prepared on the Sub-Grantee's basis of accounting. The Periodic Expense Report will indicate categorical expenditures for items directly relating to provision for services which have been rendered under this grant award. Though not payable to the Sub-Grantee, the Sub-Grantee shall include under Corporation share Section III on each Periodic Expense Report the appropriate amount for Commission Fixed Amount.
- 21.3.1 Sub-Grantees are required to submit information pertaining to the expenditures of non-Corporation funds used as match including all fee for services under this grant.
- 21.4 The Commission shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Grant Award, or any other law or regulation applicable to a specific program or service performed under this Grant Award.
- 21.5 The Commission shall not be liable to the Sub-Grantee for costs incurred and/or performances rendered by the Sub-Grantee before the Budget Period Beginning date of this Grant Award, except as allowed by a pre-award cost authorization; or after the Budget Period Ending date, unless terminated pursuant to Section 14 of this Grant Award unless specifically approved in writing by the Commission.
- 21.6 The Commission shall not be liable for any costs incurred by the Sub-Grantee in the performance of this Grant Award which have not been billed to the Commission within forty-five (45) days following the expiration or termination of this Grant Award, unless otherwise stated by the Commission.
- 21.7 The Commission shall make funds available within forty-five (45) days as reimbursements to the Sub-Grantee upon receipt and approval by the Commission of a proper and verified statement of current allowable costs.



Attachment A1 Reporting and Events | Requirements

- A1-A** Each Sub-Grantee shall submit Progress and Financial Reports by the required due dates. Sub-Grantees shall adhere to the reporting requirements outlined and communicated by the Commission for the program year.
- A1-A.1 AmeriCorps Progress Report (APR)** - The Sub-Grantee shall submit AmeriCorps Progress Reports summarizing program activities during the reporting period specified in Attachment A2. The reports are submitted through the appropriate electronic system.
- A1-A.2 Federal Financial Report (FFR)** - The Sub-Grantee shall submit cumulative Federal Financial Reports summarizing expenditures during the reporting period specified in Attachment A2. The reports are submitted through the appropriate electronic system.
- Fixed amount Sub-Grantees are not required to submit the federal financial reports.
- A1-A.3 Periodic Expense Report (PER)** – The Sub-Grantee shall submit Periodic Expense Reports as specified in Section 21. The reports are submitted through the appropriate system.
- A1-B** Requests for extensions may only be granted by the Commission and when:
- A1-B.1** The report cannot be furnished in a timely manner for reasons legitimately beyond the control of the Sub-Grantee, and
- A1-B.2** The Commission receives a request explaining the need for an extension at least 24 hours before the due date of the report.
- A1-C** Sub-Grantees are required to review, analyze, and follow up on progress and financial reports they receive from AmeriCorps program Sub-Grantees or operating sites.
- A1-D** The Sub-Grantee shall submit such additional periodic, grant award closeout, or ad-hoc reports on the operation and performance of this grant award deemed necessary by the Commission. The Commission's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested.



Attachment A2

Reporting and Events | Schedule of Dates

A2-A The following events require mandatory participation. Participation shall become part of a Sub-Grantee's Performance Record. Details shall be disseminated as the Commission obtains additional information.

Due Date	Event or Report	Period Report Covers	
		From	To
September 8-9, 2011	Texas Nonprofit Summit***		
January 20, 2012	FFR	Start of Budget Period	December 31, 2011
Spring 2012	AmeriCorps Grantee Meeting (TBD)		
June 18-20, 2012	National Conference on Volunteering and Service***		
April 20, 2012	APR	Start of Budget Period	March 31, 2012
April 20, 2012	FFR	January 1, 2012	March 31, 2012
September 14, 2012	Final APR	Start of Budget Period	End of Budget Period
September 14, 2012	Final FFR	April 1, 2012	End of Budget Period
September 14, 2012	Final PER	Varies dependent on Sub-Grantee's submission frequency	End of Budget Period

APR – AmeriCorps Progress Report

FFR – Federal Financial Report

***** Attendance at the Texas Nonprofit Summit and the National Conference on Volunteering and Service is encouraged but not required.**

A2-B All reports shall be entered into the designated reporting system and received by the Commission by the due date noted unless an extension has been granted as outlined in A1-B.

A2-C All Reports are due by 5:00 PM CST, on the date stated in A2-A.

A2-D Mandatory events require full participation. Full participation is defined by:

A1-D.1 Participants attend all scheduled session in full (plenary and breakout);

A1-D.2 Participants are actively engaged in all sessions (plenary and breakout) and activities;

A1-D.3 Participants maximize all opportunities for learning, sharing and networking; and

A1-D.4 Sub-Grantees shall be responsible for all materials presented. OneStar shall provide sufficient notice to Sub-Grantees regarding the content of any events such that the Sub-Grantee may ensure that the appropriate staff person is in attendance.



Attachment B

AmeriCorps Texas Provisions | Attachment Contents

These AmeriCorps Grant Provisions are binding on the Sub-Grantee. By accepting funds under this Grant, the Sub-Grantee agrees to comply with the AmeriCorps Provisions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The Sub-Grantee agrees to operate the funded Program in accordance with the approved Application for Funding, supporting documents, and other representations made in support of the approved grant application. In all awards to their Program Sub-Grantees, the Sub-Grantee agrees to include the applicable terms and conditions contained in this award.

For the purposes of these Provisions, AmeriCorps refers to AmeriCorps*State. All applicable Provisions of the grant, including regulations and OMB circulars that are incorporated by reference shall apply to any Sub-Grantee, Program Sub-Grantee, or other organization carrying out activities under this Grant Award.

Other Applicable Statutes and Regulations. The Sub-Grantee shall comply with all other applicable statutes, executive orders, regulations, and policies governing the grant, including, but not limited to, those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 CFR Parts 2541 and 2543. Regulations, provisions, and policies can be found on the Corporation web site at <http://www.americorps.gov>.

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Attachment B1

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B1-A AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK.

B1.A.1 Identification as an AmeriCorps Program or Member. The Sub-Grantee must identify the program as an AmeriCorps program and eligible members as AmeriCorps members. All partnership agreements/MOUs related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program and AmeriCorps members are the resource being provided.

B1.A.2 The AmeriCorps Name and Logo. AmeriCorps is a registered service mark of the Corporation for National and Community Service. The Corporation provides a camera-ready logo. All Sub-Grantees and Program Sub-Grantees on their organization's website must clearly state that they are an AmeriCorps grantee and display the AmeriCorps logo with prominence. Sub-Grantees and Program Sub-Grantees except for Education Award Programs (EAPs) must use the AmeriCorps name and logo on service gear and public materials such as stationary, application forms, recruitment brochures, on-line position posting or other recruitment strategies, orientation materials, member curriculum, signs, banners, press releases and publications related to their AmeriCorps program in accordance with Corporation requirements. EAPs are strongly encouraged to use the AmeriCorps name and logo on such materials.

To establish the relationship between the Program and AmeriCorps, the Sub-Grantee shall use the phrase "The AmeriCorps National Service Network" or "an AmeriCorps Program" or "a proud member of the AmeriCorps national service network." Sub-Grantees are strongly encouraged to provide information or training to their AmeriCorps members about how their program is part of the national AmeriCorps program and the other programs of the Corporation for National and Community Service. It is strongly encouraged that AmeriCorps programs place signs that include the AmeriCorps name and logo at their service sites and may use the slogan "AmeriCorps Serving Here." AmeriCorps members should state they are AmeriCorps members during public speaking opportunities.

The Sub-Grantee may not alter the AmeriCorps logo, and shall obtain the written permission of the Commission and the Corporation before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The Sub-Grantee may not use or display the AmeriCorps name or logo in connection with any activity prohibited in these grant provisions.

B1-B MEMBER RECRUITMENT, SELECTION, AND EXIT

Member recruitment, selection and enrollment requirements are in the Corporation's regulations at 45 C.F.R. Part 2522.210. In addition, the Sub-Grantee must ensure that the following procedures are followed:

B1.B.1 Notice to the Corporation's National Service Trust. The Sub-Grantee must notify the Corporation's National Service Trust within thirty (30) days of a member's selection for, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits.

The Sub-Grantee also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within thirty (30) days may result in enforcement actions to the Sub-Grantee as outlined in Section 13 of the Terms and Conditions. Sub-Grantees meet notification requirements when they use the appropriate electronic system to



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inform the Corporation within the approved time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

Penalties for false information: Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

- B1.B.2 Slot Conversions for Fixed Amount Grants:** With the exception on Education Award Only grants, Sub-Grantees with fixed amount grants may not convert members to less-than-full-time slots.
- B1.B.3 Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before beginning a term of service. Sub-Grantees may also include an informed consent form of their own design as part of the member service agreement materials.
- B1.B.4 Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the Sub-Grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and program staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. See the Policy FAQ entitled Reasonable Accommodation for more information.
- B1.B.5 Assigning Members to Service Locations.** So that CNCS can track where all members are serving, the sub-grantee is required to ensure that operating sites and all service locations are entered in the My AmeriCorps portal for all members within 30 days of members' selection for a term of service. As AmeriCorps State programs enroll members for service they are required to include the name of the organization, and the full address or zip-plus-four of the service locations where the member will be serving. If a member is serving at multiple service locations, the program must select the one where the member serves a majority of his or her hours for the member's assignment; however, all service locations must be listed in the portal.
- B1.B.6 Timekeeping (AmeriCorps Members).** The Sub-Grantee is required to ensure that time and attendance recordkeeping is conducted by the individual who supervises the AmeriCorps member. This time and attendance record is used to document member eligibility for in-service and post-service benefits. Time and attendance records must be signed and dated both by the member and by an individual with oversight responsibilities for the member.
- If professional corps programs want to follow the timekeeping practices of its profession and certify members have completed the minimum required hours excluding sick and vacation days, it must get advance approval from the Commission and the Corporation.
- B1.B.7 Completion of Terms of Service.** The Sub-Grantee must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for their education award. Members must be exited within thirty (30) days of the end of their term of service. Should a program not be renewed, a member who was scheduled to continue in a term of service may either be placed in another program where feasible, or a member may receive a pro-rated education award if the member has completed at least fifteen (15) percent of the service hour requirement.
- B1.B.8 Member Exit.** In order for a member to receive a post-service education award from the National Service Trust, the Sub-Grantee must certify to the National Service trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive



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the education benefit. The Sub-Grantee (and any individual or entity acting on behalf of the Sub-Grantee) is responsible for the accuracy of the information certified on the end-of-term certification.

B1-C SUPERVISION AND SUPPORT

B1.C.1 Planning for the Term of Service. The Sub-Grantee must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The Sub-Grantee is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR 2520.65), activity that would violate the non-duplication and non-displacement requirements (see 45 CFR 2540.100), or prohibited fundraising activity (see 45 CFR 2520.40-45). The Sub-Grantee must accurately and completely describe the activities to be performed by each member in a position description, to be provided to the Commission and the Corporation on request. The Sub-Grantee must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for a post-service education award. In planning for the member's term of service, the Sub-Grantee must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.

B1.C.2 Member Service Agreements. The Sub-Grantee must require that each member signs a service agreement that, at a minimum, includes the following:

- C.8.a Member position description
- C.8.b The minimum number of service hours (as required by statute) and other requirements (as developed by the Sub-Grantee) necessary to successfully complete the term of service and to be eligible for the education award;
- C.8.c The amount of the education award being offered for successful completion of the term of service in which the individual is enrolling;
- C.8.d Standards of conduct, as developed by the Sub-Grantee;
- C.8.e List of Prohibited activities, including those specified in the regulations at 45 CFR 2520.65 (see B1.C.3, below);
- C.8.f Requirements under the Drug-Free Workplace Act (41 U.S.C. 701 *et seq.*);
- C.8.g Suspension and termination rules;
- C.8.h The specific circumstances under which a member may be released for cause;
- C.8.i Grievance procedures; and
- C.8.j Other requirements as established by the Sub-Grantee.

The Sub-Grantee shall ensure that the service agreement is signed before commencement of service so that members are fully aware of their rights and responsibilities.

B1.C.3 Prohibited Activities. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities (see 45 CFR 2520.65):

- C.1 Attempting to influence legislation;



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- C.2 Organizing or engaging in protests, petitions, boycotts, or strikes;
- C.3 Assisting, promoting or deterring union organizing;
- C.4 Impairing existing contracts for services or collective bargaining agreements;
- C.5 Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- C.6 Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- C.7 Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- C.8 Providing a direct benefit to-
 - 8.i A business organized for profit;
 - 8.ii A labor union;
 - 8.iii A partisan political organization
 - 8.iv A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - 8.v An organization engaged in the religious activities described in paragraph D.3.g of this section unless Corporation assistance is not used to support those religious activities;
- C.9 Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- C.10 Providing abortion services or referrals for receipt of such services; and
- C.11 Such other activities as the Corporation may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

B1.C.4 Supervision. The Sub-Grantee must provide members with adequate supervision by qualified supervisors in accordance with the approved application. The Sub-Grantee must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by the Corporation. The Sub-Grantee must ensure that it does not exceed the limitation on time spent in training and education set forth in 45 CFR 2520.50.

B1.C.5 Performance Reviews. The Sub-Grantee must conduct and keep a record of at least a



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midterm and end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The end-of-term evaluation should focus on such factors as:

- C.8.a Whether the member has completed the required number of hours;
- C.8.b Whether the member has satisfactorily completed assignments; and
- C.8.c Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.

B1.C.6 Member Death or Injury. The Sub-Grantee must report any member deaths or serious injuries to the Commission via the Sub-Grantee's assigned OneStar contact immediately.

B1-D CHANGES IN MEMBER TERMS OF SERVICE OR PROGRAM SLOTS

B1.D.1 Changes that Require OneStar and CNCS Approval. Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a Sub-Grantee, or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. The following changes require written approval and concurrence from OneStar and the Corporation's Office of Grants Management.

- D.1.a A change in the number of member service year positions in the grant; and/or
- D.1.b A change in the funding level of the grant.

B1.D.2 Changing Slot Types (unfilled positions). Except for Full-cost and Professional Corps Fixed Amount grants, Sub-Grantees may change the type of slots awarded to their program if;

- D.2.a The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position),
- D.2.b The change does not increase the amount of the education award.

All changes are subject to availability of funds in the Trust, will be Trust neutral, and will comply with all assumptions on which Trust prudence and continued solvency are predicted. Changes in slot type may be made by the Sub-Grantee directly in the My AmeriCorps Portal.

B1.D.3 Changing a Term of Service (currently enrolled positions). Changes in terms of service may not result in an increased number of MSYs for the program. With the exception of Education Award only grants, grantees with Fixed Amount grants may not convert members to less-than-full-time slots.

- D.3.a **Full-time.** OneStar may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of requests. The Corporation will not cover health care or childcare costs for less than full-time members. It is not allowable to transfer currently enrolled full-time members to a less than full-time status simply to provide a less than full-time education award.
- D.3.b **Less than Full-time.** The Corporation and OneStar discourages changing less than full-time members to full-time because it is very difficult to manage, unless done so very early in the member's term of service. OneStar may authorize or approve such changes so long as OneStar's budget can accommodate such changes. Programs must keep in



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mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date.

- D.3.c Refilling Slots.** Eligible AmeriCorps State programs that have fully enrolled their awarded member slots are allowed to replace any member who terminates service before completing 30 percent of his/her term provided that the member who is terminated is not eligible for and does not receive a pro-rated education award. Programs may not refill the same slot more than once.

As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance any member's education award, the Corporation will suspend refilling if either:

- i. Total AmeriCorps enrollment reaches 97 percent of awarded slots; or
- ii. The number of refills reaches five percent of awarded slots.

- D.3.d Notice to Childcare and Healthcare Providers.** The Sub-Grantee must immediately notify the Corporation's designated agents, in writing, when a member's status changes that affect eligibility for childcare or healthcare. See Section B1.F.6.

B1-E RELEASE FROM PARTICIPATION

Sub-Grantees may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 C.F.R. §2522.230 for requirements. Whether the reason for the release amounts to circumstances beyond the member's control is determined by the Sub-Grantee, consistent with the criteria listed in 45 CFR 2522.230(a). Failure to follow the requirements set forth in regulation (e.g., releasing an individual for compelling personal circumstances when the individual is leaving to go to school) is considered non-compliance with grant requirements and may result in disallowed costs and other remedies for non-compliance. In addition to the regulations, the following applies:

No Automatic Disqualification if Released for Cause. A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause for a first term for personal reasons – e.g. he/she has decided to take a job offer– but who, otherwise, was performing well up until the time he/she decided to leave, would not be disqualified for a subsequent term as long as he/she received a satisfactory performance evaluation for the period he/she served.

B1-F LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS AND TAXES

B1.F.1 Living Allowance Distribution. A living allowance is not a wage. Sub-Grantees must not pay a living allowance on an hourly basis. Sub-Grantees should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when a member concludes a term of service.

If a member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, the Sub-Grantee may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the Sub-Grantee must provide regular living allowance payments from the member's start date and



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may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.

AmeriCorps EAPs may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other fixed amount grantees must provide the living allowance.

B1.F.2 Waiving the Living Allowance. If a living allowance is paid, a member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance prospective to the revocation date; the member may not receive any portion of the living allowance accrued during the waiver period.

B1.F.3 Taxes and Insurance. Requirements related to member living allowances and benefits are in 45 CFR §§2522.240 and 2522.250. In addition, Sub-Grantees shall ensure that the following procedures are followed:

F.3.a Liability Insurance - The Sub-Grantee is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.

F.3.b FICA (Social Security and Medicare taxes) - Unless the Sub-Grantee obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the Sub-Grantee must pay FICA for any member receiving a living allowance. The Sub-Grantee also shall withhold the required FICA percentage from the member's living allowance.

F.3.c Income Taxes - The Sub-Grantee shall withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The Sub-Grantee must comply with any applicable state or local tax requirements.

F.3.d Worker's Compensation - Some states require worker's compensation for AmeriCorps members. Sub-Grantees must check with State Departments of Labor or OneStar to determine worker's compensation requirements. If worker's compensation is not required, Sub-Grantees shall obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.

B1.F.4 Healthcare Coverage. Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the Sub-Grantee must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time each begins his/her term of service. The Sub-Grantee must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. The Corporation will not cover healthcare costs for dependent coverage.

Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time summer project) are eligible for health care benefits. Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not



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required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps education Award.

Minimum Benefits - When required to provide healthcare insurance coverage, the Sub-Grantee may obtain healthcare from any provider as long as the coverage provided by the Sub-Grantee provides the following minimum benefits:

- F.4.a Physician services for illness or injury;
- F.4.b Hospital room and board;
- F.4.c Emergency room;
- F.4.d X-ray and laboratory;
- F.4.e Prescription drugs;
- F.4.f Limited mental/nervous disorders;
- F.4.g Limited substance abuse coverage;
- F.4.h An annual deductible of no more than \$250 charges per member;
- F.4.i No more than \$1,000 total annual out-of-pocket per member;
- F.4.j A 20% co-pay or a comparable fixed fee with the exception of a 50% co-pay for mental and substance abuse care; and
- F.4.k A maximum benefit of at least \$50,000 per occurrence or cause.

B1.F.5 Administration of Child Care Payments. In general, the Corporation will provide for childcare payments, which will be administered through First Financial Associates. Requirements and eligibility criteria are in the AmeriCorps regulation 45 CFR §2522.250. Sub-Grantees that choose to provide childcare as a match source (as approved in their budget) may use First Financial for technical assistance. Sub-Grantees can contact First Financial at (800) 453-8151 with questions regarding childcare. The criteria for member eligibility are contained in 45 CFR Part 2522.250. Members are considered to be full-time participants for purposes of eligibility for childcare payments on the same basis as eligibility for healthcare coverage. Members who are excluded from healthcare coverage solely on the basis of serving in a Professional Corps, or because they are covered under a collective bargaining agreement are not excluded from receiving childcare benefits on that basis. Members serving in EAPs are not eligible for the childcare benefit. The Corporation will not cover childcare costs for family members or for members who have not served on a full-time, or who have ceased serving on a full-time basis. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Also see the Policy FAQs for more detailed information on administering childcare and healthcare.

B1.F.6 Notice to Childcare and Healthcare Providers. The Sub-Grantee must notify the Corporation's designated agents in writing, immediately when a member's status changes that affect eligibility for childcare or healthcare. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis; terminating or releasing a member from service; and suspending a member for cause for a lengthy or indefinite time period. Program directors should contact First Financial Associates at (800) 453-8151 on childcare related changes, and their health insurance provider about health insurance related changes.

B1-G MEMBER RECORDS AND CONFIDENTIALITY



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B1.G.1 Recordkeeping. The Sub-Grantee must ensure that records, including the position description, are maintained sufficient to establish that each member was eligible to participate and that the member successfully completed all requirements. A program may store member files electronically if the program can ensure that the validity and integrity of the record is not compromised. The Corporation will recognize electronically stored files where:

The electronic storage procedures and system provide for the safe-keeping and security of the records, including:

- G.1.a Sufficient prevention of unauthorized alterations or erasures of records;
- G.1.b Effective security measures to ensure that only authorized persons have access to records;
- G.1.c Adequate measures designed to prevent physical damage to records; and
- G.1.d A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

- G.1.e Storage of the records in a physically accessible location;
- G.1.f Clear and accurate labeling of all records; and
- G.1.g Storage of the records in a usable, readable format.

Where there is a requirement for a signature on record, electronically stored records must include an image of the original signature; records without signatures, when required, are considered incomplete.

B1.G.2 Verification. The Sub-Grantee shall obtain and maintain documentation as required by 45 CFR §2522.200(c). The Corporation does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the Sub-Grantee has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

Enrolling in the My AmeriCorps portal requires a member to certify his/her high school status. Such certification fulfills the grantee's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member has been determined to be incapable of obtaining a high school diploma or its equivalent, the grantee must retain a copy of the supporting independent evaluation.

B1.G.3 Confidential Member Information. The Sub-Grantee must maintain the confidentiality of information regarding individual members. The Sub-Grantee must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional, or other purposes. Sub-Grantees may release aggregate and other non-identifying information, and are required to release member information to the Corporation and its designated contractors. The Sub-Grantee must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this grant.



B2-A RESPONSIBILITIES UNDER GRANT ADMINISTRATION

B2.A.1 Accountability of Sub-Grantee. The Sub-Grantee has full fiscal and programmatic responsibility for managing all aspects of the grant and grant-supported activities, subject to the oversight of the Commission and/or the Corporation. The Sub-Grantee is accountable to the Commission and the Corporation for its operation of the AmeriCorps Program and the use of Corporation grant funds. The Sub-Grantee must expend grant funds in a judicious and reasonable manner, and it must record accurately the service activities and outcomes achieved under the grant. Although Sub-Grantees are encouraged to seek the advice and opinion of the Commission on special problems that may arise, such advice does not diminish the Sub-Grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Commission.

B2.A.2 Subawards. A Sub-Grantee may make Program Sub-Grants in accordance with the requirements set forth in 45 CFR Parts 2541 and 2543. The Sub-Grantee must have and implement a plan for oversight and monitoring to ensure that each Program Sub-Grantee and service site has agreed to comply and is complying with relevant grant requirements, including prohibited AmeriCorps member activities.

B2.A.3 Notice to Commission. The Sub-Grantee will notify the appropriate Commission staff member immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the grant or Sub-Grantee. The Sub-Grantee will inform the Commission about the corrective action taken or contemplated by the Sub-Grantee and any assistance needed to resolve the situation.

B2-B FINANCIAL MANAGEMENT STANDARDS

B2.B.1 General. The Sub-Grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this grant from expenditures not attributable to this grant. The systems must be able to identify costs by program year and by budget category and to differentiate between direct and indirect costs or administrative costs. For further details about the Sub-Grantee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 C.F.R. §2543) or A-110 (2 CFR part 215) and its implementing regulations (45 C.F.R. §2541), as applicable.

B2.B.2 Consistency of Treatment. To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities, as well as between activities, supported by different sources of federal funds.

B2.B.3 Audits. The Sub-Grantee shall adhere to the Audit requirements as stated in Section 11 of these terms and conditions.

B2.B.4 Consultant Services - Payments for consultant services under this grant shall not exceed \$750.00 per day (exclusive of any indirect expenses, travel, supplies and so on) unless procured consistent with 45 CFR Part 2543.44.



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B2-C THE OFFICE OF INSPECTOR GENERAL

The Corporation's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of Corporation programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in the Corporation's programs and operations.

The OIG conducts and supervises audits of Corporation grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from Corporation management, is used to select grantees and grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390.

The OIG is available to offer assistance to AmeriCorps Sub-Grantees that become aware of suspected criminal activity in connection with the AmeriCorps program. Sub-Grantees should immediately contact OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at hotline@cncsiq.gov or by telephone at (800) 452-8210.

B2-D PROGRAM INCOME

B2.D.1 General. Income, including fees for service earned as a direct result of the grant-funded program activities during the award period, must be retained by the Sub-Grantee and used to finance the grant's non-Corporation share. (See Section 20: Program Income)

B2.D.2 Excess Program Income. Program income earned in excess of the amount needed to finance the Sub-Grantee share must follow the appropriate requirements of 45 CFR 2541.250, 2 CFR Part 225, 2 CFR Part 215, or 2 CFR Part 220 and be deducted from total claimed costs. Sub-Grantees that earn excess income must specify the amount of the excess in the comment box on the federal financial report (FFR).

B2.D.3 Fees for Service. When using assistance under this grant, the Sub-Grantee may not enter into a contract for or accept fees for service performed by members when:

- D.3.a The service benefits a for-profit entity,
- D.3.b The service falls within the other prohibited activities set forth in these grant provisions, or
- D.3.c The service violates the non-displacement Provisions of the Act set forth in these grant provisions.

B2.D.4 Full-Cost and Professional Corps Fixed Amount Grants. The Sub-Grantee must notify OneStar if it earns program income in excess of the amounts needed to cover all expenditures under the grant. OneStar, along with the Corporation when applicable, will determine the disposition of the excess program income.

B2-E SAFETY

The Sub-Grantee must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.



B2-F NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

B2.F.1 Public Notice of Non-discrimination. The Sub-Grantee must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Commission and the Corporation, and briefly explain procedures for filing discrimination complaints with the Corporation.

Sample language is:

It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and e-mail address of the Sub-Grantee) or
Office of Civil Right and Inclusiveness
Corporation for National and Community Service
1201 New York Avenue, NW
Washington, D.C. 20525
1-800-833-3722 (TTY and reasonable accommodation line)
(202) 565-3465 (FAX); eo@cns.gov (e-mail)*

The Sub-Grantee shall include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member contracts, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Sub-Grantee shall also notify the public in recruitment material and application forms that it operates its program or activity subject to the non-discrimination requirements. Sample language, in bold print, is "This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion." Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Sub-Grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

B2.F.2 Records and Compliance Information. The Sub-Grantee must keep records and make available to the Commission and/or the Corporation timely, complete and accurate compliance information to allow the Commission and/or the Corporation to determine if the Sub-Grantee is complying with the civil rights statutes and implementing regulations. Where a Sub-Grantee extends federal financial assistance to Program Sub-Grantees, the Program Sub-Grantees shall make available compliance information to the Sub-Grantee so it can carry out its civil rights obligations.

B2.F.3 Obligation to Cooperate - The Sub-Grantee must cooperate with the Commission and/or the Corporation so that the Commission and/or the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The Sub-Grantee shall permit access by the



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Commission and/or the Corporation during normal business hours to its books, records, accounts, staff, members, facilities, and other sources of information as may be needed to determine compliance.

B2-G GRANT PRODUCTS

B2.G.1 Sharing Grant Products. To the extent practical, the Sub-Grantee agrees to make products produced under the grant available at the cost of reproduction to others in the field.

B2.G.2 Acknowledgment of Support - Publications created by members or grant-funded staff shall be consistent with the purposes of the grant. The AmeriCorps logo may be included on such documents. The Sub-Grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this grant.

"This material is based upon work supported by the Corporation for National and Community Service under AmeriCorps Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, the OneStar Foundation, the Corporation or the AmeriCorps Program."

B2-H FIXED AMOUNT AWARDS

Fixed amount grants are not subject to the Federal Cost Principles. For Education Award Only programs, the fixed federal assistance amount of the grant is based on the approved and awarded number of full-time equivalent members (MSYs) specified in the award. For full-cost and Professional Corps fixed amount grants the fixed federal assistance amount of the grant is based on the approved and awarded numbers of full-time members and their completion of their terms of service.

For Education Award programs, the final award amount that the Sub-Grantee may retain is dependent upon the Sub-Grantee's notifying the Corporation's National Service Trust of the members that it has selected (subject to the number of members allotted to the Sub-Grantee as specified in the award). All such members must carry out activities to achieve the specific project objectives as approved by the Commission and/or the Corporation. At closeout, the Commission will calculate the final amount of the grant based on Trust documentation. The Commission will recover any amounts drawn down by the grantee in excess of the final grant amount allowed based on member selection documentation in the Trust.

For all other fixed amount grants, the Sub-Grantee may request reimbursement for funds based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served. Full-cost and Professional Corps programs may draw up to 20% of the funds within the first months to cover start-up costs (recruitment and application, training, criminal history checks, etc.). Funds drawn after that should be based on the number of members on board at the time and the percentage of hours completed. Annually and at close-out, the Commission will calculate the final amount of the grant for the year or entire project period (at close-out) based on an allowance of 20% for start-up costs + number of education awards earned + percentages of remaining terms served.

B2-I TRAFFICKING IN PERSONS

This grant is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104),

B2.I.1 Provisions applicable to a recipient that is a private entity.



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- I.1.a** You as the Sub-Grantee and your employees may not:
- 1.a.i Engage in severe forms of trafficking in persons during the period of time that the grant is in effect;
 - 1.a.ii Procure a commercial sex act during the period of time that the grant is in effect; or
 - 1.a.iii Use forced labor in the performance of the grant.
- I.1.b** The Federal awarding agency may unilaterally terminate this grant, without penalty, if it,
- 1.b.i Is determined you have violated a prohibition in Paragraph B2.H.1 of this grant term; or
 - 1.b.ii Has an employee who is determined by the agency official authorized to terminate the grant to have violated a prohibition in paragraph B2.H.1 of this grant term through conduct that is either:
 - 1. Associated with performance under this grant; or
 - 2. Imputed to you using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 2200.

B2.I.2 Provisions applicable to a Sub-Grantee other than a private entity. The Federal awarding agency may unilaterally terminate this grant, without penalty, if it-

- I.2.a Is determined to have violated an applicable prohibition of paragraph B2.H.1 of this grant term; or
- I.2.b Has an employee who is determined by the agency official authorized to terminate the grant to have violated an applicable prohibition in paragraph B2.H.1 of this grant term through conduct that is –
 - 2.b.i Associated with performance under this grant; or
 - 2.b.ii Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 2200.

B2.I.3 Provisions applicable to any Sub-Grantee.

- I.3.a You shall inform the Commission and/or the Corporation immediately of any information you receive from any source alleging a violation of a prohibition in paragraph B2.H.1 of this grant term.
- I.3.b The Federal agency's right to terminate unilaterally that is described in paragraph B2.H.1.a or B2.H.2 of this section:
 - 3.b.i Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - 3.b.ii Is in addition to all other remedies for noncompliance that are available to us under this grant.



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1.3.c You shall include the requirement of paragraph B2.H.1 of this grant term in any sub-grant you make to a private entity.

B2.I.4 Definitions. For purposes of this grant term:

1.4.a "Employee" means either:

4.a.i An individual employed by you or a Sub-Grantee who is engaged in the performance of the project or program under this grant; or

4.a.ii Another person engaged in the performance of the project or program under this grant and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

1.4.b "Forced labor" means labor obtained by any of the following methods; the recruitment, harboring, transportation, provisions, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

1.4.c "Private entity":

4.c.i Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

4.c.ii Includes:

1. A non-profit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

2. A for-profit organization.

1.4.d "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

B2-J CENTRAL CONTRACTOR REGISTRATION (CCR) AND UNIVERSAL IDENTIFIER REQUIREMENTS

B2.J.1 Requirements for Central Contractor Registration (CCR): Unless the Sub-Grantee is exempted from this requirement under 2 CFR 25.110, the Sub-Grantee as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B2.J.2 Requirement for Data Universal Numbering System (DUNS) Numbers: If you are authorized to make sub-awards under this award, you:

J.2.a Must notify potential sub-recipients that no entity (see definition in paragraph B2.J.3 of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.

J.2.b May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

B2.J.3 Definitions. For the purpose of this award term:



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- J.3.a **Central Contractor Registration (CCR)** means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).
- J.3.b **Data Universal Numbering System (DUNS)** number means the nine-digit number established and assigned by Dunn and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-706-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- J.3.c **Entity** as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - 3.c.i A Governmental organization, which is a State, local government, or Indian Tribe;
 - 3.c.ii A foreign public entity;
 - 3.c.iii A domestic or foreign nonprofit organization;
 - 3.c.iv A domestic or foreign for-profit organization;
 - 3.c.v A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- J.3.d **Subaward:**
 - 3.d.i This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - 3.d.ii The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec ---.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - 3.d.iii A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- J.3.e **Subrecipient** means an entity that:
 - 3.e.i Receives a subaward from you under this award; and
 - 3.e.ii Is accountable to you for the use of the Federal funds provided by the subaward.

B2-K TRANSPARENCY ACT AWARD TERM (for Grants and Cooperative Agreements of \$25,000 or More)

Reporting Subawards and Executive Compensation:

B2.A.1 Reporting of first-tier subawards.

- A.1.a **Applicability.** Unless you are exempt as provided in paragraph 4 of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 5 of this award term).



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A.1.b Where and when to report.

- 1.b.i You must report each obligating action described in paragraph 1.a of this award term to <http://www.fsr.gov>.
- 1.b.ii For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

A.1.c **What to Report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.

B2.A.2 Reporting Total Compensation of Recipient Executives

A.2.a **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- 2.a.i The total Federal funding authorized to date under this award is \$25,000 or more;
- 2.a.ii In the preceding fiscal year, you received:
 - a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- 2.a.iii 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>.)

A.2.b **Where and when to report.** You must report executive total compensation described in paragraph 2.a of this award term:

- 2.b.i As part of your registration profile at <http://www.ccr.gov>.
- 2.b.ii By the end of the month following the month in which this award is made, and annually thereafter.

B2.A.3 Reporting of Total Compensation of Subrecipient Executives.

A.3.a **Applicability and what to report.** Unless you are exempt as provided in paragraph 4 of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

- 3.a.i In the subrecipient's preceding fiscal year, the subrecipient received:



Attachment B2 AmeriCorps Texas Provisions | General Provisions

- a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- 3.a.ii 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. Securities and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- A.3.b **Where and when to report.** You must report subrecipient executive total compensation described in paragraph 3.a of this award term:
- 3.b.i To the recipient.
 - 3.b.ii By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

B2.A.4 Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000 you are exempt from the requirements to report:

- A.4.a Subawards, and
- A.4.b The total compensation of the five most highly compensated executives of any subrecipient.

B2.A.5 Definitions. For purposes of this award term:

- A.5.a **Entity** means all of the following, as defined in 2 CFR part 25:
 - 5.a.i A Governmental organization, which is a State, local government, or Indian tribe;
 - 5.a.ii A foreign public entity;
 - 5.a.iii A domestic or foreign nonprofit organization;
 - 5.a.iv A domestic of foreign for-profit organization;
 - 5.a.v A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- A.5.b **Executive** means officers, managing partners, or any other employees in management positions.
- A.5.c **Subaward:**
 - 5.c.i This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.



Attachment B2 AmeriCorps Texas Provisions | General Provisions

- 5.c.ii The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, See Sec. ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- 5.c.iii A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- A.5.d **Subrecipient** means an entity that:
 - 5.d.i Receives a subaward from you (the recipient) under this award; and
 - 5.d.ii Is accountable to you for the use of the Federal funds provided by the subaward.
- A.5.e **Total compensation** means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - 5.e.i Salary and bonus.
 - 5.e.ii Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 5.e.iii Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - 5.e.iv Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - 5.e.v Above-market earnings on deferred compensation which is not tax-qualified.
 - 5.e.vi Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.



Attachment B3

AmeriCorps Texas Provisions



Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

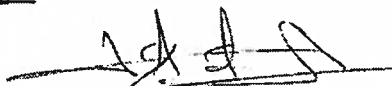
Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

10/1/2010
Date


Patrick Corvington, Chief Executive Officer

Senior Corps ★ AmeriCorps ★ Learn and Serve America

1201 New York Avenue, NW ★ Washington, DC 20525 ★ 202-606-5000 ★ www.nationalservice.gov

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

Grant Title:	Parenting in Recovery		
Grant Period:	From:	9/30/11	To: 9/29/12
Grantor:	U.S. Dept. of Health and Human Services, Administration for Children and Families		
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:				80,189	23,375	103,594
Operating:	500,000				63,436	563,406
Capital Equipment:						0
Indirect Costs:						0
Total:	\$500,000	\$0	\$0	\$80,189	\$86,811	\$667,000
FTEs:				1		1

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JC	
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 clients receiving substance treatment services (Please note this number reflects County portion of the Substance Abuse Treatment (SAMSO) contract with ATCIC which is 43% based on financial contribution. Due to this population having multiple treatment episodes and SAMSO being a calendar year contract, actual numbers are not available until end of the calendar year. All numbers are projections based on prior years.)	250	179	24	23		250

Number of families involved with child welfare completing service plan goals	90	40	20	42		90
Number of new children entering care	275	159	195	88 (does not include June)		275
Measures For Grant						
Percentage of children who had an initial occurrence and/or recurrence of substantiated/indicated child maltreatment within 6, 12, 18 and 24 months after enrolling in the RPG program.	35%	0%	0%	8%		35%
Outcome Impact Description	Reduces the number of incidences of child maltreatment in our community.					
Percentage of children identified as at risk of removal from the home who are able to remain in the custody of a parent or caregiver through case closure.	50%	50%	66%	100%		50%
Outcome Impact Description	Reduces the number of children placed in the foster care system due to parental substance abuse.					
Percentage of parents or caregivers who were able to access timely and appropriate substance abuse treatment as calculated by number of days between program entry and treatment entry (10 days).	80%	100%	100%	100%		80%
Outcome Impact Description	Parents and caregivers with early access to substance dependence treatment are projected to have improved outcomes as it relates to establishing and maintaining sobriety.					
Percentage of parents or caregivers who show improvement in mental health functioning as measured by a pre and post treatment survey. (All data is projected percentages based on the projected measure. No actual data will be available until 30 days after the completion of the quarter.)	70%	50%	66%	100%		70%

Outcome Impact Description	Parent/Caregivers with improved mental health functioning are projected to be better able to maintain sobriety, independence and an ability to safely care for their children without continued involvement by the child welfare system.
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RPG – Regional Partnership Grant. Designation established by Administration of Children and Families.

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

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

All percentages provided above, specific to the grant, are to satisfy the grant summary form requirements and are not part of the evaluation. The percentages are based on local trends and cannot be directly linked to the project.

PBO Recommendation:

This contract award is for the last of five years of federal funding to provide a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance abuse. After this year, this program, Parenting in Recovery, will be combined with the Family Drug Treatment Court in the Civil Courts to continue providing these services.

Since February 2008, this program has enrolled 81 mothers in the program of which only 26 were discharged successfully. Seven were neutral discharges and 3 were discharged unsuccessfully. As mentioned three paragraphs above, an evaluation of the program design is funded. PBO is hopeful that the evaluation will provide sufficient information on this program to determine whether spending the several million dollars in federal and local funds since February 2008 to result in 26 successful discharges is the best program design. PBO is also hopeful that the evaluation will include (1) a follow-up recidivism review of the 26 successful discharges and (2) an analysis of the well-being outcomes and longer range outlooks for the children in these programs.

PBO recommends approval of this grant contract.

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

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

This grant will enhance the services provided by the Office of Children Services within Travis County Health and Human Services and Veterans Service (TCHHSVS). TCHHSVS serves as the

lead agency on behalf of a regional partnership that includes Austin Recovery, Foundation Communities, Texas Department of Family and Protective Services (DFPS), Austin Travis County Integral Care (ATCIC), Travis County District Court, and Workforce Solutions. The focus of TCHHSVS – Office of Children Services (OCS) is to promote programs and services that enhance the functioning of children, youth and families. OCS has an established collaborative relationship with the child welfare system and maintains oversight for the SAMSO contract. The grant expands service opportunities to families involved in both the child welfare and substance treatment systems.

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

There is \$500,000 in grant funds available for FY'12. A cash match of \$80,189 and an in-kind match of \$86,811 is required for a total match of \$167,000. FY'12 is the fifth and final year of the grant.

Travis County is providing a cash match of \$80,189 in the form of salary and benefits for a full-time Project Director. The county is also providing in-kind matches of \$23,375 for administrative staff support and \$5,523 for office space.

Austin Recovery is providing an in-kind match of \$20,600 in volunteer hours provided to support families enrolled in the program. Foundation Communities will also contribute an in-kind match of \$9,777 by providing rental housing to PIR clients at below market rates. Austin Travis County Integral Care will provide \$27,536 as an in-kind match by reducing the administrative fee it charges for coordinating the services provided to PIR clients. The total in-kind match comes to \$86,811.

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

The grant requires a combination of cash and in-kind matches. TCHHSVS is providing all of the cash match and part of the in-kind match. The grant partners are also providing part of the in-kind match by offering services at a reduced cost and providing volunteer support for project participants.

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

There was not enough money in the grant award to cover program costs as well as allow for an indirect cost allocation. The most current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .5232. The proposal for a \$500,000 grant to provide direct services would not be competitive if \$261,600 of that amount went for indirect costs.

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

No. This program relies heavily on local resources for the project model which will support sustainability after the grant ends. The Project Director position, as currently designed, will end with the grant. This grant has provided the services, supports and collaboration for the Family Drug Treatment Court (FDTC) in Travis County. These two projects PIR and FDTC will be folded into one program, Family Drug Treatment Court, post PIR grant. The collaborative partners with FDTC/PIR have been working on sustainability issues for the last year. A charter has been completed and signed by principle persons and agencies that specifies the continuing commitment to the FDTC and mainatining post PIR grant the serives and supports that were provided under the grant. The charter also outlines the governing and operational committees of the FDTC. A post PIR grant design has been proposed and approved by the advisory committee. All services/supports and the funding sources have been identified and outlined in a document to guide the sustanability efforts. The intent of the partnership regarding sustanability is to look at multiple sources of ongoing funding for the services and supports utilized by the FDTC participants that is currently funded by PIR. This includes federal grants, foundations, State and City/County funds. The advisory group will be focusing on the sustainability plan in year 5 (FY 12) and applying for and identifying revenue streams.

The Project Director will continue to develop agreements with program partners that will be sustained after the grant ends.

Current FDTC/PIR sustainability plan includes the following:

- Regional partnerships that will continue as a collaborative body that informs local practices and allocates resources for this population, per the charter.
- CPS staff, community partners and the participants will continue with the pracitce of integrated, collaborative case planning
- Extended in-patient treatment for substance abuse. Including women and children's program.
- Flexible funding supports for housing, mental health, employment and parenting
- Access to a housing specialist to support the families moving from treatment housing to community

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

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

NA

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

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

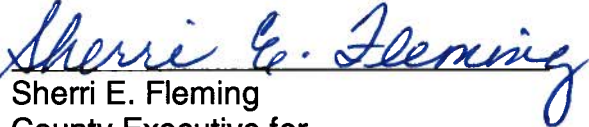


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

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

DATE: August 24, 2011

TO: Members of the Commissioners Court

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

SUBJECT: FY'12 Grant from the U.S. Department of Health and Human Services for Targeted Grants to Increase the Well-Being of, and to Improve the Permanency Outcomes for, Children Affected by Methamphetamine or Other Substance Abuse

Proposed Motion:

Consider and take appropriate action to approve a \$500,000 grant from the Administration for Children and Families within the U.S. Department of Health and Human Services to fund the Travis County Parenting in Recovery project in FY'12.

Summary and Staff Recommendations:

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

The Parenting in Recovery (PIR) project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or

other substance dependence. The primary objective of the project is to keep families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

PIR has three main components: (1) enhanced collaboration between child welfare and the substance dependence treatment providers; (2) improved identification and treatment for families involved with the child welfare system as a result of substance dependence; and (3) the development of a continuum of services for families from treatment to sustained recovery within the community.

The PIR project started in February 2008 and has enrolled 81 mothers as of August 9, 2011. Of these 81 mothers, 26 were discharged successfully, 23 were discharged unsuccessfully, 7 were neutral discharges (admitted but did not receive services beyond partial substance dependence treatment), and 25 are currently enrolled in the program. The project anticipates serving an additional 20 clients in FY'12.

TCHHSVS staff recommends approving the FY'12 grant.

Budgetary and Fiscal Impact:

The amount of grant funds available from the U.S. Department of Health and Human Services for FY'12 is \$500,000. A cash and in-kind match totaling \$167,000 is required. FY'12 is the fifth and final year of the grant.

Travis County is providing a cash match of \$80,189 in the form of salary and benefits for a full-time Project Director. The county is also providing in-kind matches of \$23,375 for administrative staff support and \$5,523 for office space.

Austin Recovery is providing an in-kind match of \$20,600 in volunteer hours provided to support families enrolled in the program. Foundation Communities will also contribute an in-kind match of \$9,777 by providing rental housing to PIR clients at below market rates. Austin Travis County Integral Care will provide \$27,536 as an in-kind match by reducing the administrative fee it charges for coordinating the services provided to PIR clients. The total in-kind match comes to \$86,811.

Issues and Opportunities:

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

Background:

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

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing Office

1.RECIPIENT

SAI NUMBER:

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

PMS DOCUMENT NUMBER:
90CU003905

1. AWARDING OFFICE: Administration for Children and Families	2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 90CU0039/05	4. AMEND. NO.:
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5. TYPE OF AWARD: OTHER	6. TYPE OF ACTION: Non-competing Continuation	7. AWARD AUTHORITY: Prom S & S Fam. Sec. 437 (f) title IV-B42 U.S.C. 629(f)(b)
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8. BUDGET PERIOD: 09/30/2011 THRU 09/29/2012	9. PROJECT PERIOD: 09/30/2007 THRU 09/29/2012	10. CAT NO./CFDA: 93.087 ...
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11. RECIPIENT ORGANIZATION: Travis County <i>through Travis County</i> Health and Human Services 100 North I.H. 35 Austin TX 78701 4138 Samuel Biscoe, Travis County Judge	12. PROJECT / PROGRAM TITLE: Targeted Grants: Methamphetamine and other Substance Abuse
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13. COUNTY: TRAVIS	14. CONGR. DIST: 25	15. PRINCIPAL INVESTIGATOR OR PROGRAM DIRECTOR: Laura Peveto , Prevention and Intervention Manager
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16. APPROVED BUDGET:		17. AWARD COMPUTATION:		
Personnel.....	\$ 0	A. NON-FEDERAL SHARE.....	\$ 167,000	25.04 %
Fringe Benefits.....	\$ 0	B. FEDERAL SHARE.....	\$ 500,000	74.96 %
Travel.....	\$ 3,008	18. FEDERAL SHARE COMPUTATION:		
Equipment.....	\$ 0	A. TOTAL FEDERAL SHARE.....	\$ 500,000	
Supplies.....	\$ 0	B. UNOBLIGATED BALANCE FEDERAL SHARE.....	\$	
Contractual.....	\$ 476,992	C. FED. SHARE AWARDED THIS BUDGET PERIOD..	\$ 500,000	
Facilities/Construction.....	\$ 0	19. AMOUNT AWARDED THIS ACTION:		
Other.....	\$ 20,000	\$ 500,000		
Direct Costs.....	\$ 500,000	20. FEDERAL \$ AWARDED THIS PROJECT PERIOD:		
Indirect Costs.....	\$ 0	\$ 2,500,000		
At % of \$		21. AUTHORIZED TREATMENT OF PROGRAM INCOME:		
In Kind Contributions.....	\$ 0	22. APPLICANT EIN:	23. PAYEE EIN:	24. OBJECT CLASS:
Total Approved Budget(**)..	\$ 500,000	1-746000192-A5	1-746000192-A5	41.51

25. FINANCIAL INFORMATION:

DUNS: 030908842

ORGN	DOCUMENT NO.	APPROPRIATION	CAN NO.	NEW AMT.	UNOBLIG.	NONFED %
ACF	90CU003905	75-1-1512	2011 G996440	\$500,000		

26. REMARKS: (Continued on separate sheets)

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

27. SIGNATURE - ACF GRANTS OFFICER Ben L. Sharp <i>Ben L. Sharp 6/29/11</i>	DATE: 6/29/11	28. SIGNATURE(S) CERTIFYING FUND AVAILABILITY <i>for</i> Catherine F. Wade <i>Nicole Miles 6/29/11</i>
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29. SIGNATURE AND TITLE - PROGRAM OFFICIAL(S) Bryan SamuelsCO, Commissioner, ACYF <i>Bryan Samuels</i>	DATE:
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1.RECIPIENT

SAI NUMBER:

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

PMS DOCUMENT NUMBER:
90CU003905

1. AWARDING OFFICE: Administration for Children and Families		2. ASSISTANCE TYPE: Discretionary Grant	3. AWARD NO.: 90CU0039/05	4. AMEND. NO.
5. TYPE OF AWARD: OTHER	6. TYPE OF ACTION: Non-competing Continuation		7. AWARD AUTHORITY: Prom S & S Fam. Sec. 437 (f) title IV-B42 U.S.C. 629(f)(b)	
8. BUDGET PERIOD: 09/30/2011 THRU 09/29/2012		9. PROJECT PERIOD: 09/30/2007 THRU 09/29/2012		10. CAT NO./CFDA: 93.087

11. RECIPIENT ORGANIZATION:

Travis County, Health and Human Services

✓ through Travis County

BY:

Samuel T. Biscoe
Travis County Judge

Date:

26. REMARKS: (Continued from previous page)

This award is subject to requirements as set forth in 2 CFR 25.110.
For full text go to http://www.acf.hhs.gov/grants/award_term_ccr_duns.html.
This award is subject to requirements as set forth in 2 CFR 25.110.
For full text go to http://www.acf.hhs.gov/grants/msg_sf425.html.
This grant is subject to the requirements as set forth in 45 CFR Part 87.
Attached are terms and conditions, reporting requirements, and payment instructions.
Initial expenditure of funds by the grantee constitutes acceptance of this award.
No future support is anticipated.(**) Reflects only federal share of approved budget.

Grantee assumes complete responsibility for the administration and accountability for all funds received under this award.
Fringe benefits are being supported by non-federal sources.

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DEPARTMENT OF HEALTH & HUMAN SERVICES

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

JUL 05 2011

Honorable Samuel T. Biscoe
Judge
Travis County
100 N. IH 35
Austin, TX 78701-4138

Reference: Award No. 90CU0039

Dear Judge Biscoe:

I am pleased to inform you that your non-competing continuation award application has been approved for funding. The grant award is made pursuant to the legislative authority of the Promoting Safe and Stable Families Program (section 437 (f), subpart 2, title IV-B, of the Social Security Act) (42 U.S.C. 629 (f) (b)).

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

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

Tia M. Gilbert
Child Welfare Program Specialist
Administration on Children, Youth and Families
Children's Bureau
1250 Maryland Avenue, SW - Suite 800
Washington, DC 20024
Telephone: 202-205-8405

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

Bernard Morgan
Grants Management Specialist
Administration for Children and Families
Office of Grants Management
370 L'Enfant Promenade, SW - 6th Floor
Washington, DC 20447
Telephone: 202-401-4896

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11 JUL 19 PM 1:04

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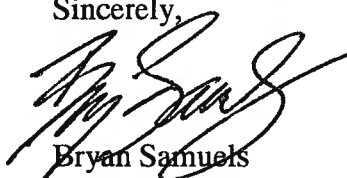
Page 2 – Travis County

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Samuels", written over a printed name and title.

Bryan Samuels
Commissioner

Enclosures



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

STANDARD TERMS AND CONDITIONS

Has been replaced with the

**HHS GRANTS POLICY STATEMENT
(HHS GPS)**

www.acf.hhs.gov/grants/grants_resources.html



DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

NOTICE TO ALL GRANT RECIPIENTS!

**SUBJECT: NEW PERFORMANCE PROGRESS
REPORTING REQUIREMENT**

Dear ACF Grant Recipient:

Beginning with FY 2009, ACF grantees will begin using the Standard Form-Performance Progress Report (SF-PPR) for required performance progress reports. The SF-PPR is the standard government-wide performance progress reporting format used by Federal agencies to collect performance information from recipients. Use of ACF's Office of Grants Management (OGM) version of the SF-PPR will begin for all awards (new and continuation) made by ACF in FY 2009. At a minimum, grantees will be required to submit the OGM version of the SF-PPR Coversheet and the SF-PPR Attachment B Program Indicators, which are specific to ACF Performance Progress Reports. Fillable versions of these forms are available at <http://www.acf.hhs.gov/grants/pdf/ACF-OGM-SF-PPR-Coversheet-AttachmentB.pdf>.

Some ACF programs may utilize reporting formats that differ from the new OGM SF-PPR; therefore, grantees should consult the published announcement and their award documents to determine the appropriate performance progress report requirement.

Attachments

**ACF PERFORMANCE PROGRESS REPORT
ACF-OGM SF-PPR Cover Page**

Administration for Children and Families
U.S. Department of Health and Human Services

		Page	of Pages		
		<input style="width: 40px; height: 20px;" type="text"/>	<input style="width: 40px; height: 20px;" type="text"/>		
1. Federal Agency and Organization Element to Which Report is Submitted <input style="width: 95%; height: 80px;" type="text"/>	2. Federal Grant or Other Identifying Number Assigned by Federal Agency <input style="width: 95%; height: 80px;" type="text"/>	3a. DUNS <input style="width: 95%; height: 25px;" type="text"/>			
		3b. EIN <input style="width: 95%; height: 25px;" type="text"/>			
4. Recipient Organization (Name and complete address including zip code) <input style="width: 95%; height: 80px;" type="text"/>		5. Recipient Identifying Number or Account Number <input style="width: 95%; height: 25px;" type="text"/>			
		8. Final Report? <input type="checkbox"/> Yes <input type="checkbox"/> No			
6. Project/Grant Period <table style="width:100%; border: none;"> <tr> <td style="width: 50%; border: none;"> Start Date: <input style="width: 95%; height: 25px;" type="text"/> </td> <td style="width: 50%; border: none;"> End Date: <input style="width: 95%; height: 25px;" type="text"/> </td> </tr> </table>		Start Date: <input style="width: 95%; height: 25px;" type="text"/>	End Date: <input style="width: 95%; height: 25px;" type="text"/>	7. Reporting Period End Date <input style="width: 95%; height: 50px;" type="text"/>	
Start Date: <input style="width: 95%; height: 25px;" type="text"/>	End Date: <input style="width: 95%; height: 25px;" type="text"/>				
		9. Report Frequency <input type="checkbox"/> annual <input type="checkbox"/> semi-annual <input type="checkbox"/> quarterly <input type="checkbox"/> other <i>If other, describe:</i> <input style="width: 95%; height: 25px;" type="text"/>			
10. Performance Narrative Leave this space blank and attach a performance narrative that responds to questions in the ACF OGM SF-PPR.					
11. Other Attachments <i>(Attach other documents as needed or as instructed by the awarding Federal Agency)</i>					
12. Certification: I certify to the best of my knowledge and belief that this report is correct and complete for performance of activities for the purposes set forth in the award documents.					
12a. Typed or Printed Name and Title of Authorized Certifying Official <hr/> 12b. Signature of Authorized Certifying Official <hr/>		12c. Telephone (area code-number-extension) <input style="width: 95%; height: 25px;" type="text"/> 12d. Email Address <input style="width: 95%; height: 25px;" type="text"/> 12e. Date Report Submitted <input style="width: 95%; height: 25px;" type="text"/>			
13. Agency use only					

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ACF PERFORMANCE PROGRESS REPORT
ACF-OGM SF-PPR
COVER PAGE
Administration for Children and Families
U.S. Department of Health and Human Services

INSTRUCTIONS

Item	Data Elements	Instructions
1.	Awarding Federal agency and Organizational Element to Which Report is Submitted	Enter the name of the awarding Federal agency and organizational element identified in the award document or otherwise instructed by the agency. The organizational element is a sub-agency within an awarding Federal agency.
2.	Federal Grant or Other Identifying Number Assigned by the awarding Federal agency	Enter the grant/award number contained in the award document.
3a.	DUNS Number	Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number.
3b.	EIN	Enter the recipient organization's Employer Identification Number (EIN) provided by the Internal Revenue Service.
4.	Recipient Organization	Enter the name of recipient organization and address, including zip code.
5.	Recipient Account Number or Account Number	Enter the account number or any other identifying number assigned by the recipient to the award. This number is strictly for the recipient's use only and is not required by the awarding Federal agency.
6.	Project/Grant Period	Indicate the project/grant period established in the award document during which Federal sponsorship begins and ends. Note: Some agencies award multi-year grants for a project/grant period (e.g., 5 years) that are funded in increments known as budget periods or funding periods. These are typically annual increments. Please enter the project/grant period, not the budget period or funding period.
7.	Reporting Period End Date	Enter the ending date of the reporting period. For quarterly, semi-annual, and annual reports, the following calendar quarter reporting period end dates shall be used: 3/31; 6/30; 9/30; and or 12/31. For final PPRs, the reporting period end date shall be the end date of the project/grant period. The frequency of required reporting is usually established in the award document.
8.	Final Report	Mark appropriate box. Check "yes" only if this is the final report for the project/grant period specified in Box 6.
9.	Report or Frequency	Select the appropriate term corresponding to the requirements contained in the award document. "Other" may be used when more frequent reporting is required for high-risk grantees, as specified in OMB Circular A-110.
10.	Performance Narrative	Leave blank and complete Form ACF-OGM SF-PPR Attachment B
11.	Other Attachments	Attach other documents as needed or as instructed by the awarding Federal agency.

ACF PERFORMANCE PROGRESS REPORT
ACF-OGM SF-PPR Program Indicators – Attachment B
 Administration for Children and Families
 U.S. Department of Health and Human Services

1. Federal Agency and Organization Element to Which Report is Submitted <div style="border: 1px solid black; height: 80px; width: 100%;"></div>	2. Federal Grant or Other Identifying Number Assigned by Federal Agency <div style="border: 1px solid black; height: 60px; width: 100%;"></div>	Page <input style="width: 40px;" type="text"/> of Page <input style="width: 40px;" type="text"/>	3a. DUNS <input style="width: 100%; height: 20px;" type="text"/>
		3b. EIN <input style="width: 100%; height: 20px;" type="text"/>	

Program Indicators

(1) Item	(2) Activity Description	(3) Indicator	(4) Explanation
B-01	Major activities and accomplishments during this period	Blank	Attach a description of these activities
B-02	Problems	Blank	Attach a description of these activities
B-03	Significant findings and events	Blank	Attach a description of these activities
B-04	Dissemination activities	Blank	Attach a description of these activities
B-05	Other Activities	Blank	Attach a description of these activities
B-06	Activities planned for next reporting period	Blank	Attach a description of these activities

ACF PERFORMANCE PROGRESS REPORT
ACF-OGM SF-PPR Program Indicators – Attachment B
 Administration for Children and Families
 U.S. Department of Health and Human Services
INSTRUCTIONS

Schedule

Submit the original progress report to the Office of Grants Management, Division of Discretionary Grants, and a copy to the Program Office. Reports are due 30 days after the end of the second and fourth quarters of the budget period (every six months), unless otherwise noted in the award documents.

A FINAL PERFORMANCE REPORT (PPR) IS DUE 90 DAYS AFTER THE PROJECT PERIOD END DATE.

Item		
1	Awarding Federal agency and Organizational Element to Which Report is Submitted	Enter the name of the awarding Federal agency and organizational element identified in the award document or otherwise instructed by the agency. The organizational element is a sub-agency within an awarding Federal agency.
2	Federal Grant or Other Identifying Number Assigned by the awarding Federal agency	Enter the grant/award number contained in the award document.
3a	DUNS Number	Enter the recipient organization's Data Universal Numbering System (DUNS) number or Central Contract Registry extended DUNS number.
3b	EIN	Enter the recipient organization's Employer Identification Number (EIN) provided by the Internal Revenue Service.
4	Reporting Period End Date	Enter the ending date of the reporting period. For quarterly, semi-annual, and annual reports, the following calendar quarter reporting period end dates shall be used: 3/31; 6/30; 9/30 and or 12/31. For final PPRs, the reporting period end date shall be the end date of the project/grant period. The frequency of required reporting is usually established in the award document.
B-01(4)	Major activities and accomplishments during this period	Recommend use of project task charts from approved grant application and/or project work plan with this section. Describe any draft/final products in this section. Use additional pages if needed.
B-02(4)	Problems	Describe any deviations or departures from the original project plan including actual/anticipated slippage in task completion dates, and special problems encountered or expected. Use this report section to advise Project Officer and Grants Management Specialist of assistance needs. Use additional pages if needed.
B-03(4)	Significant findings and events	(To be noted by project officer, or reported to regions, States, other agencies, Program Director/Commissioner, Assistant Secretary, Secretary, etc.) Use additional pages if needed.
B-04(4)	Dissemination activities	Briefly describe project related inquiries and information dissemination activities carried out over the reporting period. Itemize and include a copy of any newspaper, newsletter, magazine articles or other published materials considered relevant to project activities, or used for project information or public relations purposes. Use additional pages if needed.
B-05(4)	Other Activities	Briefly describe. Use additional pages if needed.
B-06(4)	Activities planned for next reporting period	Briefly describe. Use additional pages if needed.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is 0970-0334, which expires on 06/30/2009. The time required to complete this information collection is estimated to average three (3) hours per response, including the time to review the instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have suggestions about the accuracy of the estimate, we would be happy to hear from you. You can email us at infocollection@acf.hhs.gov.





DEPARTMENT OF HEALTH & HUMAN SERVICES

ADMINISTRATION FOR CHILDREN AND FAMILIES
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

March 2011

NOTICE TO ALL GRANT RECIPIENTS!

**SUBJECT: NEW FEDERAL FINANCIAL REPORT (SF-425)
REPORTING FORMAT AND DUE DATES**

Dear ACF Grant Recipient:

This serves as official notification that the financial reporting format and due dates as incorporated in the standard terms and conditions of your award are hereby amended, as indicated in the attached award term and condition. Effective with your next reporting period, you are required to report expenditures on the SF-425 Federal Financial Report (FFR).

As of February 1, 2011, the Department of Health and Humans Services (DHHS) began the transition from use of the SF-269 Financial Status Report (Short Form or Long Form) to the use of the SF-425 Federal Financial Report for expenditure reporting. SF-269s will no longer be accepted for expenditure reports due after that date. If an SF-269 is submitted, the Administration for Children and Families (ACF) will return it and require the recipient to complete the SF-425.

This transition does not affect completion or submission of the cash reporting to the HHS Payment Management System (PMS). The primary features of this transition for recipients are that HHS Operating Divisions (OPDIV) that previously required electronic submission of the SF-269 will receive the SF-425 expenditure reports electronically and, until further notice, OPDIVs that have been receiving expenditure reports in hard copy will continue to do so.

Attachment

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**Financial Reporting for Grants and Cooperative Agreements
Federal Financial Report (FFR – SF-425) Term**

The following award term is specific to this award. It overrides references in the HHS Grants Policy Statement and in 45 CFR Part 74.52, or 45 CFR Part 92.41, as applicable, to the SF-269 and SF-272 and the due date for quarterly cash reports. All other provisions concerning financial reporting remain in effect. Programs that currently use a financial reporting form other than Form SF-425 (previously the SF-269) would continue to use that form and submit it on whatever reporting schedule has been established.

Beginning with budget periods which end from January 1 – March 31, 2011, and for all budget periods thereafter, you will be required to submit an SF-425 report to ACF:

Annually ()

Semi-annually ().

Quarterly ()

The report must be submitted on the Standard Form (SF-425), by completing all applicable information others than lines 10 a. through 10.c. The form and instructions are available at: http://www.whitehouse.gov/omb/grants_forms/.

This is the same form that HHS recipients currently are submitting to the HHS Payment Management to report the cash status of advance payments using lines 10.a through 10.c. However, even if this award is being paid on a reimbursement basis, the expenditure report must be submitted on the SF-425.

Any report submitted using a form other than SF-425 will be returned for resubmission using the SF-425 and may be considered late.

All final expenditure reports are due 90 days after the end date of the project period as shown on the face page of this Notice of Award or the end date of any authorized extension of the project period.

Under these new requirements, although a recipient still may request an extension of a due date for a financial report, approved exceptions will be rare.

The reporting period (s) and due date(s) for expenditure report(s) for the budget period are shown in the schedule below:

Annual Reporting Deadlines		
Budget Period		FFR Due Date
Begin	End	
1-Jan	31-Dec	30-Apr
1-Feb	31-Jan	30-Apr
1-Mar	28-Feb	30-Jul
1-Apr	31-Mar	30-Jul
1-May	30-Apr	30-Jul
1-Jun	31-May	30-Oct
1-Jul	30-Jun	30-Oct
1-Aug	31-Jul	30-Oct
1-Sep	31-Aug	30-Jan
1-Oct	30-Sep	30-Jan
1-Nov	31-Oct	30-Jan
1-Dec	30-Nov	30-Apr

Semi-Annual Reporting Deadlines				
Budget Period		FFR Due Date	FFR Due Date	FFR Due Date
Begin	End			
1-Jan	31-Dec	30-Jul	30-Jan	30-Apr
1-Feb	31-Jan	30-Oct	30-Apr	30-Apr
1-Mar	28-Feb	30-Oct	30-Apr	30-Jul
1-Apr	31-Mar	30-Oct	30-Apr	30-Jul
1-May	30-Apr	30-Jan	30-Jul	30-Jul
1-Jun	31-May	30-Jan	30-Jul	30-Oct
1-Jul	30-Jun	30-Jan	30-Jul	30-Oct
1-Aug	31-Jul	30-Apr	30-Oct	30-Oct
1-Sep	31-Aug	30-Apr	30-Oct	30-Jan
1-Oct	30-Sep	29-Apr	30-Oct	30-Jan
1-Nov	31-Oct	30-Jul	30-Jan	30-Jan
1-Dec	30-Nov	30-Jul	30-Jan	30-Apr

Quarterly Reporting Deadlines						
Budget Period		FFR Due Date	FFR Due Date	FFR Due Date	FFR Due Date	FFR Due Date
Begin	End					
1-Jan	31-Dec	30-Apr	30-Jul	30-Oct	30-Jan	30-Apr
1-Feb	31-Jan	30-Jul	30-Oct	30-Jan	30-Apr	30-Apr
1-Mar	28-Feb	30-Jul	30-Oct	30-Jan	30-Apr	30-Jul
1-Apr	31-Mar	30-Jul	30-Oct	30-Jan	30-Apr	30-Jul
1-May	30-Apr	30-Oct	30-Jan	30-Apr	30-Jul	30-Jul
1-Jun	31-May	30-Oct	30-Jan	30-Apr	30-Jul	30-Oct
1-Jul	30-Jun	30-Oct	30-Jan	30-Apr	30-Jul	30-Oct
1-Aug	31-Jul	30-Jan	30-Apr	30-Jul	30-Oct	30-Oct
1-Sep	31-Aug	30-Jan	30-Apr	30-Jul	30-Oct	30-Jan
1-Oct	30-Sep	30-Jan	30-Apr	30-Jul	30-Oct	30-Jan
1-Nov	31-Oct	30-Apr	30-Jul	30-Oct	30-Jan	30-Jan
1-Dec	30-Nov	30-Apr	30-Jul	30-Oct	30-Jan	30-Apr

FEDERAL FINANCIAL REPORT

(Follow form instructions)

1. Federal Agency and Organizational Element to Which Report is Submitted		2. Federal Grant or Other Identifying Number Assigned by Federal Agency (To report multiple grants, use FFR Attachment)		Page 1	of pages		
3. Recipient Organization (Name and complete address including Zip code)							
4a. DUNS Number	4b. EIN	5. Recipient Account Number or Identifying Number (To report multiple grants, use FFR Attachment)		6. Report Type <input type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual <input type="checkbox"/> Final	7. Basis of Accounting <input type="checkbox"/> Cash <input type="checkbox"/> Accrual		
8. Project/Grant Period From: (Month, Day, Year) To: (Month, Day, Year)			9. Reporting Period End Date (Month, Day, Year)				
10. Transactions					Cumulative		
<i>(Use lines a-c for single or multiple grant reporting)</i>							
Federal Cash (To report multiple grants, also use FFR Attachment):							
a. Cash Receipts							
b. Cash Disbursements							
c. Cash on Hand (line a minus b)							
<i>(Use lines d-o for single grant reporting)</i>							
Federal Expenditures and Unobligated Balance:							
d. Total Federal funds authorized							
e. Federal share of expenditures							
f. Federal share of unliquidated obligations							
g. Total Federal share (sum of lines e and f)							
h. Unobligated balance of Federal funds (line d minus g)							
Recipient Share:							
i. Total recipient share required							
j. Recipient share of expenditures							
k. Remaining recipient share to be provided (line i minus j)							
Program Income:							
l. Total Federal program income earned							
m. Program income expended in accordance with the deduction alternative							
n. Program income expended in accordance with the addition alternative							
o. Unexpended program income (line l minus line m or line n)							
11. Indirect Expense	a. Type	b. Rate	c. Period From	Period To	d. Base	e. Amount Charged	f. Federal Share
g. Totals:							
12. Remarks: Attach any explanations deemed necessary or information required by Federal sponsoring agency in compliance with governing legislation:							
13. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and intent set forth in the award documents. I am aware that any false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)							
a. Typed or Printed Name and Title of Authorized Certifying Official				c. Telephone (Area code, number and extension)			
b. Signature of Authorized Certifying Official				d. Email address			
				e. Date Report Submitted (Month, Day, Year)			

Standard Form 425 - Revised 6/28/2010
OMB Approval Number: 0348-0081
Expiration Date: 10/31/2011

Paperwork Burden Statement
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is 0348-0081. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0081), Washington, DC 20503.

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INSTRUCTIONS FOR REQUESTING PAYMENT FOR FEDERAL FUNDS

This award will be paid through the Department of Health and Human Services' Division of Payment Management (DPM), operating under the Program Support Center (PSC). The DPM provides automated grant payment and cash management services for the entire Federal government. DPM operates the centralized payment system, Payment Management System (PMS), and acts as a liaison between the Administration for Children and Families to resolve any discrepancies. For additional information, please visit the DPM website at www.dpm.psc.gov.

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

The DPM operates in a completely electronic environment; therefore, paper payment requests and Treasury checks are no longer used. All requests and payments are made electronically. DPM utilizes two funding request systems, Cashline and Smartlink II. Grantees are provided instructions by DPM on the procedures and Federal requirements necessary to receiving funding.

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

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

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

Questions regarding payment of Federal funds can be answered through the DPM website and/or by contacting DPM directly.



DEPARTMENT OF HEALTH AND HUMAN SERVICES

Opportunity to Comment- Simplification of Federal Grant Programs

Opportunity to Comment - Simplification of Federal Grant Programs

On November 20, 1999, the President signed into law the Federal Financial Assistance Management Improvement Act (Public Law 106-107) whose purposes are to improve the delivery of services to the public and the effectiveness and performance of Federal grant programs. Federal agencies are working with the Office of Management of Budget (OMB) to: develop uniform administrative rules and common application and reporting systems; replace paper with electronic processing in administration of grant programs; and identify statutory impediments to grant program simplification. Consultation with the recipient community is an important part of the grant program simplification effort. We welcome ideas to make it easier for State, local, and tribal governments and nonprofit organizations to apply for and report on Federal grants. Please send your comments via email to: PL106107@ost.dot.gov. Be sure to include the name of the organization you represent. We want to know which processes in the grants life cycle need streamlining and improvement, and your suggestions for achieving improvements. We need to know what is most important to you, in terms of grant simplification. Finally, we want you to identify the specific grant program(s) that you find to be most burdensome, with some detail about why they are burdensome, individually or collectively, because we need to focus our efforts on those programs that are in the greatest need of review and streamlining. Your input is valued, and is part of the larger process of achieving the goals of Public Law 106-107, namely, simplification of Federal grant programs for the benefit of our recipients. Please note there will not be any individual response to the input. However, we intend to periodically provide summary information relating to implementation of the law on this web page. Thank you for your participation.

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

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

Additional Information and Where to Get Help

◆ *OMB Source Documents*

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

◆ *Federal Agency Contact for General Assistance*

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

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

◆ *Highlights of the Single Audit Process*

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

June 2005

Single Audit Basics and Where to Get Help

for Federal Grant Recipients



Grants Management Committee

Lh

Background

Each year, the Federal Government provides over \$400 billion—one-sixth of the Federal budget—in grants to non-Federal entities (States, local and tribal governments, colleges and universities, and other non-profit organizations). Audits are a primary tool used by the Federal government to ensure that these funds are expended properly.

Basic Requirements

All non-Federal entities that expend \$500,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, Office of Management and Budget (OMB) Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations," the OMB Circular A-133 Compliance Supplement and *Government Auditing Standards*.

Entities expending less than \$500,000 in a year are exempt from Federal audit requirements, but must make records available for review or audit by Federal agencies or pass-through entities (non-Federal entities from whom they receive Federal funds), if requested.

What is a Single Audit?

Most non-Federal entities annually prepare financial statements and have them audited. A single audit combines the annual financial statement audit with additional audit coverage of Federal funds. The single audit is intended to meet the basic audit needs of both the non-Federal entity and Federal awarding agencies. Any additional auditing by the Federal government shall build upon work performed by other auditors.

Your Primary Responsibilities

In addition to your responsibility to administer Federal awards in compliance with Federal requirements, you have a key role to play in the single audit process:

- ◆ *Identifying Federal awards received and expended.*

You are required to account for Federal funds received and expended by individual award. This information

is usually provided in grant award documents. Check with the awarding agency if you have any questions.

- ◆ *Preparing financial statements and a Schedule of Expenditures of Federal Awards (SEFA).*

Most non-Federal entities prepare annual financial statements for their own purposes and are familiar with the process. Your auditor can usually answer any questions on financial statement preparation.

OMB Circular A-133 sets forth the minimum content requirements for the SEFA. Questions on the preparation of the SEFA can be addressed to your auditor, Federal awarding agency, or pass-through entity.

- ◆ *Obtaining the audit and ensuring it is completed.*

OMB Circular A-133 requires that Federal administrative rules be followed in procuring audit services, which can be found on OMB's website. Factors to consider in evaluating proposals for audit services include responsiveness to the request for proposal, availability of staff with professional qualifications and relevant experience, results of quality reviews and price.

The Mid-America Intergovernmental Audit Forum (www.auditforum.org) has published a pamphlet, *Choosing an External Auditor*, to assist non-Federal entities in the procurement of audit services.

The Government Accountability Office's website (www.gao.gov) also contains a pamphlet, *How to Avoid a Substandard Audit: Suggestions for Procuring an Audit*. *Government Auditing Standards*, the standards auditors must follow in conducting the audit, are also available at this site.

- ◆ *Submitting the audit reporting package and Data Collection Form (form SF-SAC) to the Federal Audit Clearinghouse (FAC) and pass-through entities*

The reporting package includes your financial statements and SEFA, the auditor's reports, including a schedule of findings and questioned costs, and, if applicable, your corrective action plan and a summary

schedule of prior audit findings.

You and your auditor jointly prepare form SF-SAC. You are encouraged to prepare the SF-SAC using the online option at the FAC website (harvester.census.gov/fac). Blank forms can be downloaded from the FAC's website and hard copies are also available on request.

It is your responsibility to submit the SF-SAC together with the appropriate number (per the SF-SAC instructions) of reporting packages to the FAC within 30 days of the receipt of the auditor's reports, but no later than 9 months after the end of your fiscal year. The FAC distributes the reporting package to Federal agencies and maintains an archival copy. Information from the form SF-SAC is captured by the FAC in an electronic database, which is publicly accessible via its website.

For more information concerning submissions to the FAC, contact the FAC at govs.fac@census.gov or toll-free at 1-888-222-9907.

If you are a subrecipient receiving Federal funds from a pass-through entity, you are also required to submit either a copy of the reporting package, or a notification that the audit was completed, to each pass-through entity that provides you with Federal funding. Contact your pass-through entity (ies) for questions concerning submissions to them.

- ◆ *Taking corrective action on audit findings.*

You are required to prepare a corrective action plan that addresses each audit finding. The affected Federal awarding agency(ies) or pass-through entity(ies) should contact you on the acceptability of your plan or alternative actions it expects you to take. You are responsible for taking those actions.

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ADMINISTRATION FOR CHILDREN AND FAMILIES

AWARD TERM AND CONDITION

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

TRAFFICKING IN PERSONS

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

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

- A. Associated with performance under this award;
or
- B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

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

- 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
- 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.

- 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
- 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

- i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

ii. Includes:

A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

B. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

GRANT SUMMARY SHEET

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

Grant Title:	Casey Family Programs Community and Family Reintegration Project		
Grant Period:	From: 1/1/11	To: 12/31/11	
Grantor:	Casey Family Programs		
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:			57,979			57,979
Operating:			22,021			22,021
Capital Equipment:						0
Indirect Costs:						0
Total:	\$0	\$0	\$80,000	\$0	\$0	\$80,000
FTEs:			1.00			1.00

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JC	
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	6/30/11	9/30/11	
Applicable Depart. Measures						
Total number of families served by the program (OCS – Children FIRST)	140	91	43			140
Children served will be maintained in their homes	80%	64%	78%			80%
Measures For Grant						
Number of youth w/family screened for enrollment	20	7	8			20
Outcome Impact Description	Youth and family are screened to determine eligibility for services.					

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

PBO Recommendation:

This contract is for the Casey Family Program grant that pays for a Care Coordinator for youth with complex mental health needs. This is a long-delayed contract that covers the salary and benefits of the Care Coordinator from January 1, 2011 through December 31, 2011. The position has been funded through Permissions to Continue over the last 9 months.

The signed originals of the contract are not available as of Tuesday, September 6, 2011, so an unsigned copy is attached. The originals needed for signature will be hand-delivered to the County Judge's Office as soon as available later this week. If for some reason the originals are not made available or there is some change made to the contract, PBO will pull this item from the agenda.

PBO recommends approval of this contract in its current form.

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

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

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

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

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

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

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

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

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

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

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

NA

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

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



**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 30, 2011

TO: Members of the Commissioners Court

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

SUBJECT: Casey Family Programs grant

Proposed Motion:

Consider and take appropriate action to approve an \$80,000 grant (known as the Casey Family MOU) from the Casey Family Programs to fund a Care Coordinator position in TCHHSVS for calendar year 2011.

Summary and Staff Recommendations:

The Casey Family MOU funds a Care Coordinator position in the Office of Children's Services within Travis County Health and Human Services and Veterans Service (TCHHSVS). This Care Coordinator works with clients referred under The Community and Family Reintegration Project. The goal of the reintegration project is to provide a comprehensive list of traditional and nontraditional services to youth with complex mental health needs and their families at school, home, and in the community while decreasing the need for out-of-home placement. The traditional services include assessments, training, education, counseling, and basic needs. Nontraditional services include mentoring, parent coaching, enrichment activities, and respite care.

TCHHSVS staff recommends approving the grant.

Budgetary and Fiscal Impact:

The MOU provides \$80,000 for salary, benefits and other expenses related to the Care Coordinator for the period 1/1/11 – 12/31/11. TCHHSVS provides oversight, office space and office equipment for the Care Coordinator. TCHHSVS funds these items within its current budget. This grant will not increase the General Fund budget.

Issues and Opportunities:

The reintegration project has four main partners: TCHHSVS, the Texas Department of Family and Protective Services (DFPS), the Casey Family Programs, and Austin Travis County Integral Care (ATCIC). DFPS refers clients to TCHHSVS which screens, and if eligible, assigns them to a Care Coordinator. The Care Coordinator, in collaboration with the family and community partners, arranges for services and supports depending on the identified strengths and needs of the youth and family. The services and supports come from a network of providers managed by ATCIC and available community resources.

Background:

The ultimate goal of the reintegration project is to reduce the out-of-home placement of youth involved in the child welfare system through the use of the wraparound process.

Cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Janice Cohoon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing Office



MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN
CASEY FAMILY PROGRAMS AND
TRAVIS COUNTY THROUGH
TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES AND THE
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES**

REUNIFICATION PROJECT

THIS MEMORANDUM OF UNDERSTANDING, as amended, modified, supplemented or restated from time to time (Agreement) is made and entered into as of June 15, 2011 (Effective Date), by and between Casey Family Programs, a nonprofit corporation organized under the laws of the State of Washington (CFP), Travis County (County), through Travis County Health and Human Services and Veterans Services) (County HHS), and Texas Department of Family and Protective Services (TDFPS), governmental entity or agency organized under the laws of Texas. CFP, County, and TDFPS are sometimes referred to individually as a Party and collectively as the Parties.

Preliminary Statement

A. CFP is a nationally accredited Washington nonprofit corporation, whose mission is to provide, improve and ultimately to prevent the need for foster care. CFP provides services to children, youth and families, and works with child welfare and other public systems. By the year 2020, CFP seeks to help child welfare systems: (1) reduce the number of youth in foster care in this country by 50%, (2) reinvest savings from reduced foster care populations to improve the system and strengthen vulnerable families, and (3) increase the safety and self-sufficiency of youth aging out of foster care, as demonstrated by improved education, employment and mental health outcomes (collectively, the 2020 Goals).

B. County HHS strives to optimize self-sufficiency for families and individuals in safe and healthy communities. County HHS works to achieve those goals by providing services either directly or through private and not-for-profit agencies.

C. TDFPS is a governmental entity under the Texas Health and Human Services Commission (HHSC) whose purpose is to protect children, the elderly, and people with disabilities from abuse, neglect, and exploitation. TDFPS focuses on involving families and communities by seeking their active involvement to solve problems that lead to abuse, neglect and exploitation and to ensure child safety in out of home care. Child Protective Services is the program area responsible for this collaborative work.

D. In furtherance of CFP's 2020 Goals and their respective missions, the Parties desire to work in collaboration with each other to share information and resources and to engage in a variety of activities for their common purpose and mutual benefit, sharing thereby in the responsibilities and benefits of such collaboration (Collaboration). Furthermore, CFP, TDFPS and County HHS will continue to work together to develop best practice strategies to reunify youth from residential treatment to a permanent family, thereby reducing the number of youth in residential treatment.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

Agreement

1. Collaboration. During the Term of this Agreement, the Parties shall work together on certain collaboration projects (Collaboration Projects) as set forth in, and pursuant to, the terms and conditions of Schedules to this Agreement (Schedules), hereby incorporated by reference. Each Schedule shall contain a description of a Collaboration Project, including timelines, payments, special conditions, and other pertinent information.

2. Oversight and Evaluation.

2.1. Liaisons. CFP's Senior Director-Austin field Office or his/her designee(s) shall oversee the Collaboration Projects on behalf of CFP. TDFPS's CPS Regional Director and the County HHS's County Executive or his/her designee(s) shall oversee the Collaboration Projects on behalf of TDFPS & County HHS. In that capacity, each such person shall serve as his/her respective Party's liaison, through which all work efforts and communications shall be coordinated (Liaisons).

2.2. Operations. The parties will all be involved in and will work together on the Project, and the County will hire and/or dedicate staff to manage the day-to-day Collaboration operations. An operations team that includes a Deputy Director, Supervisor of Child Welfare Services, DFPS Program Director Travis County, and County HHS Director of Children's Services will meet quarterly and the team will include designees of the Oversight Committee.

2.3. Evaluation and Data. The Committee shall routinely evaluate the Collaboration Projects for compliance and for progress with respect to the anticipated measurable outcomes as set forth in each Schedule. TDFPS and County HHS will provide and otherwise facilitate reasonable access to data that assists CFP with the evaluation of the Collaboration Projects.

3. Contributions.

3.1. Staff. The Parties' staff will work together to design, develop, support and implement the Collaboration Projects.

3.2. Technical Assistance. The Parties shall provide the necessary technical assistance, research, data, tools, and expertise to develop and support the Collaboration Projects.

3.3. Collaboration Costs. Subject to the terms and conditions of this Agreement, and the detailed budget and maximum amounts contained in each Schedule, CFP shall provide funds (CFP Funds) to defray the costs of the Collaboration Projects. TDFPS and County are responsible for all costs of the Collaboration or Collaboration Projects not covered by CFP Funds. County's financial responsibilities are limited to that amount approved by the Travis County Commissioners Court for these activities during the budget process for the applicable fiscal year. TDFPS financial responsibilities are limited to the costs as allowed by TDFPS budget and legislative guidelines that routinely cover for evaluation and treatment services provided to children in foster care, as well as support to relative and kinship caregivers.

4. Reports, Invoices and Payments.

4.1. Reports. On a scheduled basis throughout the Term of this Agreement, TDFPS and County HHS will prepare and submit reports to CFP on the status of each Collaboration Project. Reports shall be in a form substantially similar to Attachment 1.

4.2. Invoices. TDFPS and County HHS shall submit invoices to CFP for the Collaboration Project in accordance with the respective Schedule. Each invoice shall detail the specific work performed for the Project and the costs of such work (which shall be in accordance with the Collaboration Project budget) all in reasonable and sufficient detail, as requested by CFP.

4.3. Payments. TDFPS and County shall be paid within thirty (30) days after CFP's receipt of the required invoices, reports, and any additional information requested by CFP.

5. Use of Funds.

5.1. Compliance with Agreement. CFP Funds shall be used solely in accordance with the terms and conditions of, and the purposes set forth in, this Agreement. CFP Funds may not be expended for any other purpose without CFP's prior written approval.

5.2. Compliance with Law. CFP Funds shall be used exclusively for such exempt purposes as are described in Section 501 (c)(3) of the Internal Revenue Code (the Code). TDFPS and County may only use the CFP Funds for charitable, literary, scientific or educational purposes within the meaning of Code Section 170(c). TDFPS and County shall not engage in any activity that jeopardizes CFP's tax status as an organization exempt from federal income tax under section 501 (c)(3) of the Code. In particular, no portion of the CFP Funds shall be used: to carry on propaganda, to attempt to influence legislation, to participate in any political campaign on behalf of or in opposition of any candidate for public office, to make grants to individuals on a non-objective basis, or for any non-charitable or non-educational purpose.

5.3. No Earmarked Funds. TDFPS and County acknowledge that CFP has not earmarked any of the CFP Funds for any organization or individual other than TDFPS and County HHS, that TDFPS and County HHS are solely responsible for the selection of any other organization to whom a portion of the CFP Funds shall be disbursed, and that TDFPS and County HHS are solely responsible for the reporting and accounting of any and all CFP Funds disbursed to any other organization in accordance with the terms of this Agreement.

5.4. Return of Funds. TDFPS and County shall immediately return CFP Funds to CFP as follows: (a) all CFP Funds not used in accordance with this Agreement; (b) all CFP Funds not used for charitable purposes or in accordance with law; and (c) all CFP Funds remaining in the possession or control of TDFPS and County upon the completion of performance or the expiration or sooner termination of this Agreement.

6. Records, Review and Audit. TDFPS and County must identify CFP Funds on its books, for ease of reference and verification. TDFPS and County shall keep records of all receipts and expenditures arising under this Agreement, as well as copies of reports submitted to CFP, for at least four (4) years following completion of the Term. Upon written request and reasonable notice by CFP, TDFPS and County will permit CFP, its agents or representatives to visit TDFPS and County's premises, review TDFPS and County's activities hereunder and conduct, at CFP's own expense, an independent financial and/or programmatic evaluation or audit of the expenditures of CFP Funds.

7. Lobbying Prohibition. In addition to the restrictions regarding the use of CFP Funds, no Collaboration Project, initiative, event, or other work product created in connection with this Agreement, and no discussion or communication regarding the same, may (1) address itself to the merits of any specific legislation or legislative proposal, or (2) directly encourage recipients to take action with respect to any legislation.

8. Term and Termination.

8.1. Term. This Agreement shall commence upon the Effective Date and shall continue until December 31, 2011 (Term), unless sooner terminated or amended by agreement of the Parties.

8.2. Termination. Notwithstanding the Term, either Party may terminate its participation in the Collaboration at any time during the Term by giving twenty (20) business days' written notice to the

other Party. Immediately upon receiving a notice of termination from CFP, TDFPS and County shall use its best efforts to prevent further costs or expenses from being incurred under this Agreement, and shall cancel as many outstanding obligations as possible. Within thirty (30) days after the termination of this Agreement, CFP shall reimburse TDFPS and County for reasonable costs and expenses, not subject to prior cancellation, actually incurred prior to termination.

8.3 Payment Period. The Parties understand and agree that, the Effective Date notwithstanding, County may invoice and CFP will pay for services provided by County beginning January 1, 2011.

9. Confidential Information. In connection with the Agreement, the Parties may share proprietary information and/or confidential information or materials regarding children, youth or families relevant to the delivery of services to facilitate the Collaboration, including but not limited to names, addresses, physical and mental health data, family history and like information (collectively, Confidential Information). Each Party warrants and agrees that, prior to sharing such Confidential Information: (a) it is authorized by law and/or has obtained the appropriate consent of the minor and/or his/her legal representative to share such Confidential Information; and (b) it will be bound and abide by the confidentiality requirements as provided by applicable statutes, rules and regulations.

10. Personnel. The Parties acknowledge that access to the Confidential Information of, and interaction with any children, youth or families requires discretion and sensitivity. Each Party represents and warrants that its personnel who have such access or interaction have been screened through appropriate background checks and have no history to suggest that it would be potentially dangerous, harmful or otherwise inappropriate for such personnel to assume the assigned responsibilities.

11. Nondiscrimination Policy. No person shall be denied benefits or be discriminated against as a Participant on the grounds of race, color, religion, sex, disability, national origin, citizenship, sexual orientation, marital status, political affiliation or belief. In compliance with the Department of Labor, regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended, no qualified disabled individual shall be discriminated against in the admission or access to, treatment or participation in any Collaboration activity.

12. Ownership and License to Use. For purposes of this Agreement, Collaborative Work shall mean any work product or intellectual property, without regard to market value, that is fixed in a tangible medium of expression, subject to intellectual property rights in any jurisdiction, and created or developed: (a) in connection with the Collaboration or pursuant to this Agreement, (b) wholly or in part from the use of CFP Funds, or (c) as a result of any other work supported wholly or in part by CFP Funds.

12.1. Independently-created Materials. To the extent that either Party independently creates or contributes Collaborative Work that is subject to intellectual property rights, that Party shall hold and retain its intellectual property rights in and to such Collaborative Work, subject to a nonexclusive, royalty free, worldwide license to the other Party, which is hereby granted, to use purposes consistent with and subject to the provisions of this Agreement (including the right to sublicense such right of use to third parties for non-commercial purposes).

12.2. Jointly-created Materials. To the extent that the Parties jointly create Collaborative Work (e.g., research instruments or published reports of the results of the Collaboration), the Parties shall jointly hold such intellectual property rights, and each Party agrees to cooperate with reasonable efforts by the other Party to preserve its rights in and to such jointly held property, including the execution of documents for use in obtaining and enforcing any patent, copyright, trademark, and other rights and protections.

13. Communication Standards. Subject to prior review and approval by CFP and before any

dissemination thereof, TDFPS and County shall include a statement acknowledging CFP as a collaborator (Acknowledgement) (and, if applicable, a disclaimer in accordance with Section 13.2. herein) in connection with the Collaboration Projects, any Collaborative Work, and any event or other work product related thereto. Collaborative Works may include, but shall not be limited to: (a) printed, electronic, digital or other tangible materials, publications or work products; (b) reports; and (c) media references, flyers, posters, announcements and other promotional materials.

13.1. Acknowledgements. Acknowledgements shall appear on the inside front cover, title page, or page immediately preceding the body of the Collaborative Work wherever other such acknowledgements and credits are provided. For web pages or other electronic or digital Collaborative Work, the Acknowledgement shall appear at or near the beginning of the text. Each acknowledgement shall appear in a form substantially similar to the following:

"This [publication/report/project/event] was made possible in collaboration with Casey Family Programs, whose mission is to provide, improve - and ultimately prevent the need for - foster care."

13.2. Disclaimers. In the case of printed, electronic, digital or other tangible reports qualifying as a Collaborative Work, in addition to the Acknowledgement, TDFPS and County HHS shall include a disclaimer in a form substantially similar to the following (Disclaimer):

"The findings and conclusions presented in this report are those of the author(s) alone, and do not necessarily reflect the opinions of Casey Family Programs. "

13.3. Use of CFP Logo. TDFPS and County shall not include CFP's logo in its written materials, website or video productions, unless CFP has given its prior written approval, which TDFPS and County HHS shall request in writing.

13.4. Website References to CFP. Unless otherwise requested by CFP, TDFPS and County HHS shall identify CFP on its website, with a link directing all inquiries about CFP to CFP's website.

14. Insurance and Indemnification.

14.1. Insurance

County is self-insured and will maintain such coverage at a level sufficient to cover the needs of County pursuant to applicable generally accepted business standards. County shall require all subcontractors providing services under this Agreement to have insurance coverage sufficient to cover the needs of the Parties and/or subcontractor pursuant to applicable generally accepted business standards.

14.2. Indemnification. Each Party is responsible for its own acts and omissions, and those of its directors, officers, employees, representatives and agents. No Party is responsible for the acts of third parties. For purposes of this Section, no director, officer, employee, representative or agent of a Party is an agent of the other Party unless under the actual direction and control of such other Party.

15. General.

15.1. Independent Contractor. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between any or all of the Parties. Each Party shall determine the number of days and hours of work of its employees, representatives, agents and subcontractors. Each Party shall be solely liable for the wages, employment taxes, fringe benefits, work schedules, and work conditions of its employees, representatives, agents, and subcontractors, and shall indemnify and shall hold the other Parties harmless from any claim or loss relating to the same.

15.2. Entire Agreement. This document contains the entire agreement of the Parties regarding the subject matter described herein, and all other promises, representations, understandings,

arrangements and prior agreements are merged into and superseded by this Agreement.

15.3. Amendment. This Agreement may only be modified by a writing signed by an authorized representative of each Party and may be amended from time to time to include additional Schedules, which are hereby incorporated by reference.

15.4. Third Parties. The terms and conditions of this Agreement are for the sole and exclusive benefit of the Parties hereto and nothing herein, whether express or implied, is intended or shall be construed to confer upon any person, firm, or corporation any remedy or claim as third-party beneficiaries or otherwise.

15.5. No Interpretation against Drafter. The terms and conditions of this Agreement were negotiated by the Parties and shall not be construed against the drafter.

15.6. Assignment. Neither Party may assign its rights or obligations hereunder, whether by written agreement, operation of law or in any other manner whatsoever, not expressly assignable under the terms of this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld.

15.7. Notices. All notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice to the other Party in accordance with this section.

15.8. Counterparts. For the convenience of the Parties, this Agreement may be executed, delivered and received in counterpart originals, including by means of facsimile or email transmission, and such counterparts, taken together, shall constitute a single instrument.

15.9. Survival. The terms, conditions and warranties contained in this Agreement shall survive the completion of the performance, and the expiration or termination, of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CASEY FAMILY PROGRAMS

TRAVIS COUNTY THROUGH TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES

By: _____
Patsy Sellars
Managing Director, CFS

By: _____
Judge Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

Notice Address:
Casey Family Programs
2001 8th Ave., Suite 2700
Seattle, WA 98121

Notice Address:
Travis County Health and Human Services & Veterans Service
P. O. Box 1748
Austin, TX 78767

Attn: Jorie Wackerman, Project Manager
Telephone: 206-378-4612
Fax: 866-879-2202
Email: jwackerman@casey.org

Attn: Sherri Fleming
Telephone: 512-854-4581
Facsimile: 512-279-1608
E-mail: sherri.fleming@co.travis.tx.us

**TEXAS DEPARTMENT OF FAMILY AND
PROTECTIVE SERVICES**

By: _____
Colleen McCall
CPS Director of Field

Date: _____

Notice Address:
TX Dept of Family & Protective Services
14000 Summit Drive, Ste. 100
Austin, TX 78728
Attn: Colleen McCall
Telephone: 512.438.3309
Facsimile: n/a
E-mail: colleen.mccall@dfps.tx.us

**ATTACHMENT 1 - PROGRESS & EXPENDITURE REPORTS
TO THE JUNE 15, 2011 MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CASEY FAMILY PROGRAMS AND TRAVIS COUNTY THROUGH
TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES AND THE
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES**

REPORTING PERIOD	REPORT DUE TO CFP BY:
1/01/11 thru 6/30/11	7/07/11 or no later than 10 days from execution date of Contract, whichever is later
7/01/11 thru 9/30/11	10/06/11
10/01/11 thru 12/31/11	1/15/12

REPORTING PERIOD _____ through _____

1. Project Progress

- Describe for each Project task as set forth in the Schedule

2. Activities and Results

- By Project task, describe overall accomplishments and results in measurable terms

3. General Assessment

- Describe successes, challenges and lessons learned

4. Problems/Obstacles

- If applicable, provide a narrative of the issues, concerns, problems or obstacles, and describe plans to address

5. Planned activities for next reporting period

- Describe by Project task

EXPENDITURE REPORT

TDFPS and County certify through the signatures of its Liaison and Authorized Financial Officer that the following information is true and accurate
Cost Category Annual

Cost Category	Expenditure Amount	Detailed Description of Expenditure
Care Coordination		
Expenses, Materials, Supplies		
Training & Travel Costs		
Services and Support for Youth & Families		
TOTAL BUDGET		

Expenditures and Budget for CFP funds only.

ATTACHMENT 2 – SERVICES AND SUPPORT FOR YOUTH AND FAMILIES
TO THE JUNE 15, 2011 MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CASEY FAMILY PROGRAMS AND TRAVIS COUNTY THROUGH
TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES AND THE
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

1. Education/Training

- a. Parent/Caretaker Education
- b. Life Skills Training Prevention Services which may include specialized areas of focus such as:
 - i. Violence Prevention
 - ii. Teen Pregnancy Prevention
 - iii. Substance Abuse Prevention
 - iv. Vocational Training
- c. Tutoring

2. Assessments/Evaluation

- a. Psychological Assessment
- b. Psychiatric Assessment
- c. Specialized Therapy Assessment (includes but not limited to Speech/Audiology, Occupational Therapy, Physical Therapy, Art, Music, Dance or other movement therapies)
- d. Functional/Behavior Assessment
- e. Other assessments that may assist in evaluation of the functional, behavioral, mental health Or other needs.

3. Treatment Services (Counseling/Therapy)

- a. Individual, Group or Family Counseling/therapy
- b. Crisis Counseling
- c. Specialized Therapy (includes but not limited to Speech/Audiology, OT, PT, art, music, dance or other movement therapies).
- d. Medication Management
- e. Nursing Services
- f. Substance Abuse Intervention (substance abuse counseling)
- g. Substance Abuse Treatment
- h. Psychosocial Skills Training/Behavior Management

4. Flexible Community Support Services

- a. Respite Care
- b. Child Care/supervision
- c. Transportation
- d. Parent Coach
- e. Employment Support Services
- f. Mentoring
- g. Therapeutic/Behavioral Aide
- h. Case Conference (Wraparound Team Meeting)
- i. Shelter Care

5. Enrichment Services

- a. Recreational/Social activities
- b. Gap Time Enrichment Activities
- c. Camp
- d. After School Program

- e. Enrichment Skill Development
- f. Case Management

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

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

- a. Emergency Food
- b. Clothing
- c. Housing Modifications
- d. Utilities
- e. Housing Assistance
- f. Medical Purchases

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

SCHEDULE 1 – COLLABORATION PROJECT: REINTEGRATION PROJECT

TO THE JUNE 15, 2011 MEMORANDUM OF UNDERSTANDING BY AND BETWEEN CASEY FAMILY PROGRAMS AND TRAVIS COUNTY THROUGH TRAVIS COUNTY HEALTH AND HUMAN SERVICES AND VETERANS SERVICES AND THE TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

Casey Family Programs (CFP) and Travis County through Travis County Health and Human Services & Veterans Services and Texas Department of Family and Protective Services are parties to the June 15, 2011 Agreement. Pursuant to Section 1 of the Agreement, the Parties hereby recognize this Schedule 1 and the Collaboration Project described herein, are incorporated into the Agreement.

2011 OUTCOMES, WORK PLAN & CFP FUNDS

Outcomes. The parties will work together to achieve the following outcomes, which align with CFP's 2020 Goal to reduce the number of youth in foster care by 50%:

- A goal of 30% of youth enrolled in the Reintegration Pilot Project achieving legal permanence within 1 year of their enrollment, as reported by County HHS.

Background. The Reintegration Project (Project) began in 2007 as a pilot to test and evaluate whether the use of wraparound services: case mining, family group conferencing, family search and engagement, flexible resources, parent liaison and parent support services resulted in a decreased time to legal permanence with kin or birth family for youth in residential treatment experience. The goal of this project is to reunify youth who have significant mental and behavior disorders and who reside in therapeutic foster care or residential treatment facilities with caregivers.

CFP's Research Services evaluated the Project, and their initial evaluation is provided below:

Research Services Executive Summary Report - Tracking Status in the Program: The Outcomes

Since program inception (December 2007) through the period of this evaluation (August 31, 2010), 32 youth have been enrolled in the program. Just over half (18) of the youth's cases have been closed. Of these, 50 percent of the youth (9) had their cases successfully closed with a stable placement. The remaining 50 percent of the youth's cases (9) closed without successful reunification-five during the reintegration preparation phase and four with placement disruptions after reunification occurred. This 50 percent successful reunification rate is quite striking because it is comparable to the reunification rate for the foster care population at large.

These findings demonstrate that with the appropriate combination, intensity, and duration of services, youth who would otherwise face significant barriers in achieving reunification and likely age out of foster care in institutional settings may be able to live with their families in the community.

Furthermore, a cost analysis demonstrates that the program has the capacity to achieve significant cost savings for Child Protective Services, depending on the type of care youth would otherwise be residing in and its level of intensity. Savings will be realized when any Reunification Project placement is sustained in the home for at least 125 days as compared to a youth in specialized group or therapeutic foster care. For a youth in residential treatment, savings resulting from a reunification placement will be realized within 87 days. Stated differently, in comparing successful reunification placements sustained for a period of 6 months, the CPS reintegration project is 31 percent less expensive than group or therapeutic care and 52 percent less expensive than residential treatment, each at the specialized level of care. Savings are significantly greater for youth who reintegrate into the community from more intensive levels of care,

and for those whose placements in the community endure for longer periods of time. Comprehensive finance reform is necessary, however, for jurisdictions to realize such savings in the immediate term.

Work Plan. The Parties will undertake the following work in 2011 in support of the Reintegration Project:

2020 Goal: Increase Exits
Strategy: Decrease Reliance on Congregate Care

The Reintegration Pilot project will continue targeting youth in CPS funded residential treatment and therapeutic group care to reunify them with birth and kinship families residing in Travis County, and introduce the practice to other parts of the state that have collaborative partners.

The Collaboration will provide wraparound services and advocacy to identified youth and their caregivers in order to reunify the youth with his/her kin or birth family.

TDFPS & County HHS will screen the youth for enrollment and enroll up to twelve (12) youth in services. These youth will be reintegrated into permanent families using a wraparound approach which involves providing traditional and non-traditional paid services from a provider network including, but not limited to: Parent/Caretaker Education, Life Skills Training Prevention Services, Assessments, Treatment Services, Counseling, Therapy, Flexible Community Supports, and enrichment services. (see attachment 2 for detail of service provision) In addition, families will have the opportunity to receive Parent Liaison Services and will participate in a Wraparound Team.

TDFPS & County HHS Tasks:

- TDFPS will make appropriate referrals to the project.
- County HHS will screen participants for the project.
- County HHS will provide staff to support and continue project; access to Parent Liaison support care coordinator who is responsible for direct service provision and service coordination, respectively.
- TDFPS will provide monthly data reports related to overall number of youth in residential treatment from Region 7 and percent of those youth who have moved to permanency for the project and assist in replication of the project in other parts of Region 7.
- County will make existing funds available for the project for flexible resources. County will fund services and supports for enrolled youth and their families based on their individual needs and the recommendation of their team. The cost of authorized services will not exceed the limit set by the project manager and total costs will not exceed funds available in the designated contract within the limits of the amount approved by the Commissioners Court during the applicable budget process.
- County HHS Director of Children's Services and CFP Deputy Director or their designees will jointly prepare quarterly written reports.

CFP will provide supportive, permanency-related services including, but not limited to: case mining, family group conferencing and family search and engagement.

CFP Tasks:

- The Austin Field Office Deputy Director will attend quarterly Oversight Committee meetings.
- Support collaborator as it provides direct services to youth and families, including but not limited to case mining, Family Finding, Family Group Conferencing, placement mapping, and other youth and family engagement strategies.
- Provide Technical Assistance on permanency strategies including, but not limited to: Case Mining, Permanency Values training, Family and Youth Engagement.
- Provide tools and training related to best practices, including, but not limited to: placement mapping, adolescent life books, permanency checklist and calendar.
- CFP Deputy Director and County HHS Director of Children's Services will jointly prepare quarterly written reports.

CFP FUNDS. CFP shall make payments to offset 2011 Collaboration costs (Reintegration Project) in an amount not to exceed \$80,000 (CFP 2011 Funds). Scheduled payments for Quarters 3 and 4 of 2011 shall be made after receiving quarterly Progress and Expenditure Reports, using the standard CFP format (see Attachment 1). Pursuant to Section 4 of the Agreement, TDFPS and County HHS shall submit itemized invoices to CFP for the Reintegration Project. Each invoice shall detail the specific work performed for the Reintegration Project as outlined in the progress and expenditure report and the costs of such work all in reasonable and sufficient detail, as requested by CFP and agreed to by County.

Scheduled Payments

PAYMENT DATE	PMT AMOUNT
Upon Execution	\$60,000
10/15/2011	\$20,000



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 2011

Prepared By/Phone Number: Robert Klepac/47836

Elected/Appointed Official/Dept. Head: Dr. Geraldine Nagy, Adult Probation

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

RECEIVE AN INFORMATIONAL COPY OF TRAVIS COUNTY ADULT PROBATION'S FISCAL YEAR 2012-2013 PROPOSED STATE BUDGET, PURSUANT TO LOCAL GOVERNMENT CODE, SECTION 140.004.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County Adult Probation respectfully submits the FY 12-13 Proposed State Budget to Commissioners Court. Adult Probation had an Open Meeting with the Judges Hearing Criminal Cases on August 31, 2011 to finalize its biennium budget.

Planning and Budget, Katie Peterson, ext 49346
County Auditor, DeDe Bell, ext 47827

Attachment:

Travis County Adult Probation FY12-13 Proposed State Budget

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

None

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 by Tuesdays at 5:00 p.m. for the next week's meeting.

BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: _____

CHIEF COUNTY: Travis	PROGRAM ID #:	PROGRAM TITLE:	
900		Basic Supervision	
Requested TDCJ-CJAD Funding (Check only one):	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	If this program has partial funding from another source, please specify source and the amount:	
Basic Supervision			
Community Corrections Programs (CCP)			
Diversion Programs (DP)			
Treatment Alternative to Incarceration (TAIP)			
REVENUE:		PROJECTED FY 2012	PROJECTED FY 2013
Requested TDCJ-CJAD Funding		\$3,360,201	\$3,360,201
SAFPF Payments (Basic Supervision only)		\$60,000	\$60,000
Community Supervision Fees Collected (Basic Supervision only)		\$6,500,000	\$6,500,000
Payments by Program Participants (Provide detail on Supporting Schedule)		\$120,000	\$120,000
Interest Income (Basic Supervision Only)		\$65,000	\$65,000
Carry Over from Previous FY		\$2,500,000	\$2,500,000
Other Revenue (Provide detail on Supporting Schedule)		\$178,000	\$178,000
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		-\$436,770	-\$464,293
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$0	\$0
TOTAL REVENUE		\$12,346,431	\$12,318,908
TYPE OF EXPENDITURE:		PROJECTED FY 2012	PROJECTED FY 2013
Salaries/Fringe Benefits		\$9,845,901	\$9,859,029
Travel/Furnished Transportation		\$122,000	\$122,000
Contract Services for Offenders		\$37,965	\$37,965
Professional Fees		\$143,002	\$143,002
Supplies & Operating Expenditures		\$2,141,063	\$2,100,412
Facilities		\$0	\$0
Utilities		\$25,000	\$25,000
Equipment		\$31,500	\$31,500
TOTAL EXPENDITURES		\$12,346,431	\$12,318,908
FOR CJAD USE ONLY			
REVIEWED BY:	DATE RECEIVED:		

NOTES:

BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: _____

CHIEF COUNTY: Travis	PROGRAM ID #:	PROGRAM TITLE:				
54	Counseling Center					
Requested TDCJ-CJAD Funding (Check only one):	<table border="1" style="margin: auto;"> <tr><td style="width: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px; text-align: center;">X</td></tr> <tr><td style="width: 30px; height: 20px;"></td></tr> </table>			X		If this program has partial funding from another source, please specify source and the amount:
X						
Basic Supervision						
Community Corrections Programs (CCP)						
Diversion Programs (DP)						
Treatment Alternative to Incarceration (TAIP)						
REVENUE:	PROJECTED FY 2012	PROJECTED FY 2013				
Requested TDCJ-CJAD Funding	\$585,812	\$585,812				
SAFPF Payments (Basic Supervision only)	\$0	\$0				
Community Supervision Fees Collected (Basic Supervision only)	\$0	\$0				
Payments by Program Participants (Provide detail on Supporting Schedule)	\$66,000	\$66,000				
Interest Income (Basic Supervision Only)	\$0	\$0				
Carry Over from Previous FY	\$0	\$0				
Other Revenue (Provide detail on Supporting Schedule)	\$0	\$0				
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$15,000	\$15,000				
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$0	\$0				
TOTAL REVENUE	\$666,812	\$666,812				
TYPE OF EXPENDITURE:	PROJECTED FY 2012	PROJECTED FY 2013				
Salaries/Fringe Benefits	\$601,969	\$601,909				
Travel/Furnished Transportation	\$0	\$0				
Contract Services for Offenders	\$0	\$0				
Professional Fees	\$25,894	\$25,894				
Supplies & Operating Expenditures	\$38,949	\$39,009				
Facilities	\$0	\$0				
Utilities	\$0	\$0				
Equipment	\$0	\$0				
TOTAL EXPENDITURES	\$666,812	\$666,812				
FOR CJAD USE ONLY						
REVIEWED BY:	DATE RECEIVED:					

NOTES:

BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: _____

CHIEF COUNTY: Travis	PROGRAM ID #:	PROGRAM TITLE:
	46	Mental Health Specialized Caseload (includes MRDDHI)
Requested TDCJ-CJAD Funding (Check only one): Basic Supervision Community Corrections Programs (CCP) Diversion Programs (DP) Treatment Alternative to Incarceration (TAIP)	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	If this program has partial funding from another source please specify source and the amount:
REVENUE:	PROJECTED FY 2012	PROJECTED FY 2013
Requested TDCJ-CJAD Funding	\$492,238	\$492,238
SAFPF Payments (Basic Supervision only)	\$0	\$0
Community Supervision Fees Collected (Basic Supervision only)	\$0	\$0
Payments by Program Participants (Provide detail on Supporting Schedule)	\$0	\$0
Interest Income (Basic Supervision Only)	\$0	\$0
Carry Over from Previous FY	\$0	\$0
Other Revenue (Provide detail on Supporting Schedule)	\$0	\$0
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$12,308	\$12,308
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$0	\$0
TOTAL REVENUE	\$504,546	\$504,546
TYPE OF EXPENDITURE:	PROJECTED FY 2012	PROJECTED FY 2013
Salaries/Fringe Benefits	\$487,054	\$487,054
Travel/Furnished Transportation	\$0	\$0
Contract Services for Offenders	\$9,800	\$9,800
Professional Fees	\$3,692	\$3,692
Supplies & Operating Expenditures	\$4,000	\$4,000
Facilities	\$0	\$0
Utilities	\$0	\$0
Equipment	\$0	\$0
TOTAL EXPENDITURES	\$504,546	\$504,546
FOR CJAD USE ONLY		
REVIEWED BY:	DATE RECEIVED:	

NOTES:

BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: _____

CHIEF COUNTY: Travis	PROGRAM ID #:	PROGRAM TITLE:	
51		High/Medium Reduction Caseload	
Requested TDCJ-CJAD Funding (Check only one):		If this program has partial funding from another source, please specify source and the amount:	
Basic Supervision	<input type="checkbox"/>		
Community Corrections Programs (CCP)	<input type="checkbox"/>		
Diversion Programs (DP)	<input checked="" type="checkbox"/>		
Treatment Alternative to Incarceration (TAIP)	<input type="checkbox"/>		
REVENUE:		PROJECTED FY 2012	PROJECTED FY 2013
Requested TDCJ-CJAD Funding		\$901,253	\$901,253
SAFPF Payments (Basic Supervision only)		\$0	\$0
Community Supervision Fees Collected (Basic Supervision only)		\$0	\$0
Payments by Program Participants (Provide detail on Supporting Schedule)		\$0	\$0
Interest Income (Basic Supervision Only)		\$0	\$0
Carry Over from Previous FY		\$0	\$0
Other Revenue (Provide detail on Supporting Schedule)		\$0	\$0
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$13,274	\$13,274
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$0	\$0
TOTAL REVENUE		\$914,527	\$914,527
TYPE OF EXPENDITURE:		PROJECTED FY 2012	PROJECTED FY 2013
Salaries/Fringe Benefits		\$907,768	\$907,768
Travel/Furnished Transportation		\$0	\$0
Contract Services for Offenders		\$0	\$0
Professional Fees		\$6,759	\$6,759
Supplies & Operating Expenditures		\$0	\$0
Facilities		\$0	\$0
Utilities		\$0	\$0
Equipment		\$0	\$0
TOTAL EXPENDITURES		\$914,527	\$914,527
FOR CJAD USE ONLY			
REVIEWED BY:		DATE RECEIVED:	

NOTES:

BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: _____

CHIEF COUNTY: Travis	PROGRAM ID #:	PROGRAM TITLE:
37		Specialized S A Caseloads
		Includes former High Risk Spec Caseload, S. A. Field Unit, and Youthful Offender Spec Caseload
Requested TDCJ-CJAD Funding (Check only one):		If this program has partial funding from another source please specify source and the amount:
Basic Supervision	<input type="checkbox"/>	
Community Corrections Programs (CCP)	<input checked="" type="checkbox"/>	
Diversion Programs (DP)	<input type="checkbox"/>	
Treatment Alternative to Incarceration (TAIP)	<input type="checkbox"/>	
REVENUE:		PROJECTED FY 2012
		PROJECTED FY 2013
Requested TDCJ-CJAD Funding		\$800,000
SAFPF Payments (Basic Supervision only)		\$0
Community Supervision Fees Collected (Basic Supervision only)		\$0
Payments by Program Participants (Provide detail on Supporting Schedule)		\$0
Interest Income (Basic Supervision Only)		\$0
Carry Over from Previous FY		\$0
Other Revenue (Provide detail on Supporting Schedule)		\$0
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$162,800
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)		\$0
TOTAL REVENUE		\$962,800
		\$962,800
TYPE OF EXPENDITURE:		PROJECTED FY 2012
		PROJECTED FY 2013
Salaries/Fringe Benefits		\$956,800
Travel/Furnished Transportation		\$0
Contract Services for Offenders		\$0
Professional Fees		\$6,000
Supplies & Operating Expenditures		\$0
Facilities		\$0
Utilities		\$0
Equipment		\$0
TOTAL EXPENDITURES		\$962,800
		\$962,800
FOR CJAD USE ONLY		
REVIEWED BY:	DATE RECEIVED:	

NOTES:

BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: _____

CHIEF COUNTY: Travis	PROGRAM ID #:	PROGRAM TITLE:				
14	Substance Abuse Inpatient Continuum					
Requested TDCJ-CJAD Funding (Check only one):	<table border="1" style="width: 50px; height: 40px; margin: auto;"> <tr><td style="width: 50%; height: 15px;"></td></tr> <tr><td style="width: 50%; height: 15px;"></td></tr> <tr><td style="width: 50%; height: 15px;"></td></tr> <tr><td style="width: 50%; height: 15px;"></td></tr> </table>					If this program has partial funding from another source, please specify source and the amount:
Basic Supervision						
Community Corrections Programs (CCP)						
Diversion Programs (DP)						
Treatment Alternative to Incarceration (TAIP)						
REVENUE:	PROJECTED FY 2012	PROJECTED FY 2013				
Requested TDCJ-CJAD Funding	\$154,505	\$154,505				
SAFPF Payments (Basic Supervision only)	\$0	\$0				
Community Supervision Fees Collected (Basic Supervision only)	\$0	\$0				
Payments by Program Participants (Provide detail on Supporting Schedule)	\$0	\$0				
Interest Income (Basic Supervision Only)	\$0	\$0				
Carry Over from Previous FY	\$0	\$0				
Other Revenue (Provide detail on Supporting Schedule)	\$0	\$0				
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$0	\$0				
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$0	\$0				
TOTAL REVENUE	\$154,505	\$154,505				
TYPE OF EXPENDITURE:	PROJECTED FY 2012	PROJECTED FY 2013				
Salaries/Fringe Benefits	\$0	\$0				
Travel/Furnished Transportation	\$0	\$0				
Contract Services for Offenders	\$153,346	\$153,346				
Professional Fees	\$1,159	\$1,159				
Supplies & Operating Expenditures	\$0	\$0				
Facilities	\$0	\$0				
Utilities	\$0	\$0				
Equipment	\$0	\$0				
TOTAL EXPENDITURES	\$154,505	\$154,505				
FOR CJAD USE ONLY						
REVIEWED BY:	DATE RECEIVED:					

NOTES:

BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: _____

CHIEF COUNTY: Travis	PROGRAM ID #:	PROGRAM TITLE:				
43	Mental Health Initiative Caseload					
Requested TDCJ-CJAD Funding (Check only one):	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px; text-align: center;">X</td></tr> <tr><td style="width: 20px; height: 20px;"></td></tr> </table>			X		If this program has partial funding from another source, please specify source and the amount:
X						
Basic Supervision						
Community Corrections Programs (CCP)						
Diversion Programs (DP)						
Treatment Alternative to Incarceration (TAIP)						
REVENUE:	PROJECTED FY 2012	PROJECTED FY 2013				
Requested TDCJ-CJAD Funding	\$202,606	\$202,606				
SAFPF Payments (Basic Supervision only)	\$0	\$0				
Community Supervision Fees Collected (Basic Supervision only)	\$0	\$0				
Payments by Program Participants (Provide detail on Supporting Schedule)	\$0	\$0				
Interest Income (Basic Supervision Only)	\$0	\$0				
Carry Over from Previous FY	\$0	\$0				
Other Revenue (Provide detail on Supporting Schedule)	\$0	\$0				
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$97,403	\$97,403				
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$0	\$0				
TOTAL REVENUE	\$300,009	\$300,009				
TYPE OF EXPENDITURE:	PROJECTED FY 2012	PROJECTED FY 2013				
Salaries/Fringe Benefits	\$298,489	\$298,489				
Travel/Furnished Transportation	\$0	\$0				
Contract Services for Offenders	\$0	\$0				
Professional Fees	\$1,520	\$1,520				
Supplies & Operating Expenditures	\$0	\$0				
Facilities	\$0	\$0				
Utilities	\$0	\$0				
Equipment	\$0	\$0				
TOTAL EXPENDITURES	\$300,009	\$300,009				
FOR CJAD USE ONLY						
REVIEWED BY:	DATE RECEIVED:					

NOTES:

BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: _____

CHIEF COUNTY: Travis	PROGRAM ID #:	PROGRAM TITLE:				
34		SMART S A Treatment Prog-Continuing Care				
Includes former Technical Violators S A Treatment Program Continuing Care						
Requested TDCJ-CJAD Funding (Check only one):	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px; text-align: center;">X</td></tr> <tr><td style="width: 20px; height: 20px;"></td></tr> </table>			X		If this program has partial funding from another source, please specify source and the amount:
X						
Basic Supervision						
Community Corrections Programs (CCP)						
Diversion Programs (DP)	X					
Treatment Alternative to Incarceration (TAIP)						
REVENUE:	PROJECTED FY 2012	PROJECTED FY 2013				
Requested TDCJ-CJAD Funding	\$351,408	\$351,408				
SAFPF Payments (Basic Supervision only)	\$0	\$0				
Community Supervision Fees Collected (Basic Supervision only)	\$0	\$0				
Payments by Program Participants (Provide detail on Supporting Schedule)	\$0	\$0				
Interest Income (Basic Supervision Only)	\$0	\$0				
Carry Over from Previous FY	\$0	\$0				
Other Revenue (Provide detail on Supporting Schedule)	\$0	\$0				
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$8,423	\$8,423				
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$0	\$0				
TOTAL REVENUE	\$359,831	\$359,831				
TYPE OF EXPENDITURE:	PROJECTED FY 2012	PROJECTED FY 2013				
Salaries/Fringe Benefits	\$354,220	\$354,220				
Travel/Furnished Transportation	\$0	\$0				
Contract Services for Offenders	\$0	\$0				
Professional Fees	\$2,636	\$2,636				
Supplies & Operating Expenditures	\$2,975	\$2,975				
Facilities	\$0	\$0				
Utilities	\$0	\$0				
Equipment	\$0	\$0				
TOTAL EXPENDITURES	\$359,831	\$359,831				
FOR CJAD USE ONLY						
REVIEWED BY:	DATE RECEIVED:					

NOTES:

BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: _____

CHIEF COUNTY: Travis	PROGRAM ID #:	PROGRAM TITLE:				
11	Sex Offender Specialized Caseload					
Requested TDCJ-CJAD Funding (Check only one):	<table border="1" style="margin-left: auto; margin-right: auto;"> <tr><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px; text-align: center;">X</td></tr> <tr><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td></tr> </table>		X			If this program has partial funding from another source, please specify source and the amount:
X						
Basic Supervision						
Community Corrections Programs (CCP)						
Diversion Programs (DP)						
Treatment Alternative to Incarceration (TAIP)						
REVENUE:	PROJECTED FY 2012	PROJECTED FY 2013				
Requested TDCJ-CJAD Funding	\$410,193	\$410,193				
SAFPF Payments (Basic Supervision only)	\$0	\$0				
Community Supervision Fees Collected (Basic Supervision only)	\$0	\$0				
Payments by Program Participants (Provide detail on Supporting Schedule)	\$0	\$0				
Interest Income (Basic Supervision Only)	\$0	\$0				
Carry Over from Previous FY	\$0	\$0				
Other Revenue (Provide detail on Supporting Schedule)	\$0	\$0				
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$69,525	\$69,525				
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$0	\$0				
TOTAL REVENUE	\$479,718	\$479,718				
TYPE OF EXPENDITURE:	PROJECTED FY 2012	PROJECTED FY 2013				
Salaries/Fringe Benefits	\$444,082	\$444,082				
Travel/Furnished Transportation	\$0	\$0				
Contract Services for Offenders	\$32,560	\$32,560				
Professional Fees	\$3,076	\$3,076				
Supplies & Operating Expenditures	\$0	\$0				
Facilities	\$0	\$0				
Utilities	\$0	\$0				
Equipment	\$0	\$0				
TOTAL EXPENDITURES	\$479,718	\$479,718				
FOR CJAD USE ONLY						
REVIEWED BY:	DATE RECEIVED:					

NOTES:

BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: _____

CHIEF COUNTY: Travis	PROGRAM ID #:	PROGRAM TITLE:				
23		SMART S A Treatment Program				
Requested TDCJ-CJAD Funding (Check only one):	<table border="1"> <tr><td><input type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td></tr> <tr><td><input checked="" type="checkbox"/></td></tr> <tr><td><input type="checkbox"/></td></tr> </table>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	If this program has partial funding from another source, please specify source and the amount:
<input type="checkbox"/>						
<input type="checkbox"/>						
<input checked="" type="checkbox"/>						
<input type="checkbox"/>						
Basic Supervision						
Community Corrections Programs (CCP)						
Diversion Programs (DP)						
Treatment Alternative to Incarceration (TAIP)						
REVENUE:	PROJECTED FY 2012	PROJECTED FY 2013				
Requested TDCJ-CJAD Funding	\$3,035,416	\$3,035,416				
SAFPF Payments (Basic Supervision only)	\$0	\$0				
Community Supervision Fees Collected (Basic Supervision only)	\$0	\$0				
Payments by Program Participants (Provide detail on Supporting Schedule)	\$158,000	\$158,000				
Interest Income (Basic Supervision Only)	\$0	\$0				
Carry Over from Previous FY	\$0	\$0				
Other Revenue (Provide detail on Supporting Schedule)	\$0	\$0				
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$51,682	\$79,205				
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$0	\$0				
TOTAL REVENUE	\$3,245,098	\$3,272,621				
TYPE OF EXPENDITURE:	PROJECTED FY 2012	PROJECTED FY 2013				
Salaries/Fringe Benefits	\$845,937	\$854,250				
Travel/Furnished Transportation	\$53,000	\$23,000				
Contract Services for Offenders	\$1,818,571	\$1,866,959				
Professional Fees	\$39,866	\$39,866				
Supplies & Operating Expenditures	\$87,592	\$86,535				
Facilities	\$290,752	\$291,764				
Utilities	\$94,980	\$95,847				
Equipment	\$14,400	\$14,400				
TOTAL EXPENDITURES	\$3,245,098	\$3,272,621				
FOR CJAD USE ONLY						
REVIEWED BY:	DATE RECEIVED:					

NOTES:

BUDGET- FISCAL YEARS 2012 AND 2013

DATE SUBMITTED: _____

CHIEF COUNTY: Travis	PROGRAM ID #:	PROGRAM TITLE:				
16	Central Texas Regional TAIP					
Requested TDCJ-CJAD Funding (Check only one):	<table border="1" style="margin: auto;"> <tr><td style="width: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px;"></td></tr> <tr><td style="width: 30px; height: 20px; text-align: center;">X</td></tr> </table>				X	If this program has partial funding from another source, please specify source and the amount:
X						
Basic Supervision						
Community Corrections Programs (CCP)						
Diversion Programs (DP)						
Treatment Alternative to Incarceration (TAIP)						
REVENUE:	PROJECTED FY 2012	PROJECTED FY 2013				
Requested TDCJ-CJAD Funding	\$914,272	\$914,272				
SAFPF Payments (Basic Supervision only)	\$0	\$0				
Community Supervision Fees Collected (Basic Supervision only)	\$0	\$0				
Payments by Program Participants (Provide detail on Supporting Schedule)	\$78,500	\$78,500				
Interest Income (Basic Supervision Only)	\$0	\$0				
Carry Over from Previous FY	\$0	\$0				
Other Revenue (Provide detail on Supporting Schedule)	\$0	\$0				
B Supervision Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$6,355	\$6,355				
CCP Interfund Transfer [+ or -] (Provide detail on Supporting Schedule)	\$0	\$0				
TOTAL REVENUE	\$999,127	\$999,127				
TYPE OF EXPENDITURE:	PROJECTED FY 2012	PROJECTED FY 2013				
Salaries/Fringe Benefits	\$392,293	\$392,293				
Travel/Furnished Transportation	\$0	\$0				
Contract Services for Offenders	\$564,248	\$564,248				
Professional Fees	\$22,457	\$22,457				
Supplies & Operating Expenditures	\$16,409	\$16,409				
Facilities	\$0	\$0				
Utilities	\$0	\$0				
Equipment	\$3,720	\$3,720				
TOTAL EXPENDITURES	\$999,127	\$999,127				
FOR CJAD USE ONLY						
REVIEWED BY:	DATE RECEIVED:					

NOTES:



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 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 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, 1st 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 or by phone at 1-800-531-5441, extension 6-6100.

Thank you.

JUROR PROGRAM – CALCULATION OF DAILY RATES FOR 2012/2013

Juror Service Month/Year	AY/Month Paid	Actual Amount Paid	Daily Rate	Number of Jurors	New Daily Rate	Projected Quarterly Payments	Quarterly Budget	Excess/Short
AY 2010								
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	
Total		\$10,909,169.00	34	320,857.82		\$9,478,188.94	\$9,181,700.00	(\$296,488.94)
AY 2011								
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	
Total		\$10,162,561.00	34	298,898.85		\$8,810,493.29	\$9,181,700.00	\$371,206.71
AY 2012 (Projected - Average of AY 10 and AY 11)								
Jul 2011 to Sep 2011	AY 12 - Nov	\$2,650,570.00	34	77,957.94	34	\$2,650,570.00	\$2,295,425.00	
Oct 2011 to Dec 2011	AY 12 - Feb	\$2,445,478.50	34	71,925.84	28	\$2,013,923.47	\$2,295,425.00	
Jan 2012 to Mar 2012	AY 12 - May	\$2,575,045.00	34	75,736.62	28	\$2,120,625.29	\$2,295,425.00	
Apr 2012 to June 2012	AY 12 - Aug	\$2,864,770.00	34	84,257.94	28	\$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



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

MEMORANDUM

TO: Travis County Commissioners Court

FROM: Amalia Rodriguez-Mendoza via Michelle Brinkman

DATE: September 13, 2011

COPIES: Hon. John K. Dietz
Hon. Julie Kocurek
Dana DeBeauvoir
Dolores Ortega-Carter
Susan Spataro
Katie Peterson

RE: Approval to establish juror pay rate for Fiscal Year 2012

Prior to the upcoming fiscal year, Travis County was able to adopt a juror pay rate through a budget process that was tied to the minimum rates mandated by statute. The current pay rate is \$6.00 for the first day of service, paid by the County, and then \$40.00 per day for all subsequent days, with the County paying \$6.00 and the State paying \$34.00.

However, SB 1 of the 2011 Legislative Session revises the statute allowing the State's portion to vary over the biennium, based on available funding. Therefore, continuing the existing \$6.00 - \$40.00 pay rate would result in the County paying a larger share of jury pay in the event the State is unable to fund jury pay at the current rate. In order to bring stability to the County jury pay budget, the District Clerk is proposing the Commissioners Court establish the following pay policy:

First day of service: \$6.00

Subsequent days of service: the sum of \$6.00 + the official jury pay reimbursement rate as established by the State Comptroller.

The Comptroller announced, effective September 28th, 2011, that the jury pay reimbursement at the start of the biennium will be \$28.00 per day after the first day of service. This rate will be reviewed by the Comptroller and is subject to fluctuate throughout the biennium. If the Commissioners Court adopt the juror pay recommendation, the District Clerk will monitor the reimbursement rate on an ongoing basis and will adjust juror pay accordingly.

Please let me know if you have any questions.

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



Travis County Commissioners Court Agenda Request

Meeting Date: September 13, 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 23, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

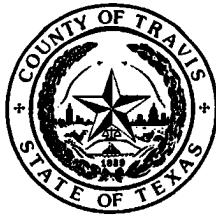
STAFF RECOMMENDATIONS:

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 by **Tuesdays at 5:00 p.m.** for the next week's meeting.



Minutes for the Travis County Commissioners Court Tuesday, August 23, 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 23, 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

Public Hearings

1. Receive comments regarding redistricting plans for the following Travis County Precincts:
 - a. County Commissioners; and
 - b. Elections. (Action Item #37)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)
 George Korbel, Rios and Associates
 Morris Priest, Travis County Resident
 Ronnie Gjemre, Travis County Resident
 Dr. John K. Kim, Travis County Resident
 Gus Peña, Travis County Resident
 Verna Smith, Peoples Forum

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

2. Receive comments regarding Fiscal Year 2012 Travis County District Clerk's Records Management Plan. (Action Item #38)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner

SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Sarah Eckhardt

Members of the Court heard from:
Michelle Brinkman, Chief Deputy District Clerk

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

3. Receive comments regarding a request to temporarily close Rancho Alto Road in Precinct Three for road construction beginning October 1, 2011 and continuing through March 15, 2012 or until construction is completed. (Commissioner Huber) (Action Item #6)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:
Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
Larry Warner, Travis County Resident

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Citizens Communication

Members of the Court heard from:
Gus Peña, Travis County Resident
Morris Priest, Travis County Resident
Ronnie Gjemre, Travis County Resident
Dr. John K. Kim, Travis County Resident

Special Items

4. 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, Fire Marshal

MOTION: Approve the extension of the prohibition on outdoor burning through September 21, 2011.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The Fire Marshal noted that if Travis County residents have any questions regarding the prohibition on outdoor burning, they can:

- o *Call the Fire Marshal's Office at 512-854-4621,*
- o *Call any member of the Commissioner Court, or*
- o *Check the website at www.co.travis.tx.us/fire_marshal.*

Proclamations and Resolutions

5. Consider and take appropriate action on a Resolution prohibiting surface drilling and mining on 235.6 acres of parkland within the Onion Creek Greenway Project area. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

6. Consider and take appropriate action on the following items in Precinct Three:
 - a. Amendment to the Participation Agreement with Rancho Alto Homeowners Association for the improvements of Rancho Alto Road;
 - b. Acceptance of Rancho Alto Road from FM 1626 to about 460' northward and from Frate Barker Road to approximately 614' southward; and
 - c. Temporary closing Rancho Alto Road for road construction beginning October 1, 2011 and continuing through March 15, 2012 or until construction is completed. (Commissioner Huber)

RESULT: ADDED TO CONSENT

7. Consider and take appropriate action on the assignment and amendment of the Commons at Rowe Lane License Agreement in Precinct Two. (Commissioner Eckhardt)

RESULT: POSTPONED

8. Consider and take appropriate action on the following requests in Precinct One:
 - a. The Lakes at Northtown Section Five Final Plat (long form plat - 63 total lots, 17.146 acres - Strickling Drive); and
 - b. A Subdivision Construction Agreement for the Lakes at Northtown Section Five Final Plat. (Commissioner Davis)

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action on a proposed license agreement with Westminster Glen Home Owners Association for placement and operation of radar speed sign within right-of-way of Westminster Glen Avenue, a Travis County-maintained roadway in Precinct Three. (Commissioner Huber)

RESULT: ADDED TO CONSENT

10. 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)

RESULT: POSTPONED

11. 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

MOTION: Approve the proposed recommendations in Item 11.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Health and Human Services Dept. Items

12. Receive and discuss the Preliminary Budget of the Travis County Healthcare District for Fiscal Year 2012 and the associated tax rate.

Members of the Court heard from:
Trish Young-Brown, President and Chief Executive Officer (CEO), Central Health
John Stevens, Chief Financial Officer (CFO), Central Health
Ronnie Gjemre, Travis County Resident
Ofelia Zapata, Travis County Resident
Robert Williams, Travis County Resident
Bruce Bower, Travis County Resident

RESULT: **DISCUSSED**

13. Consider and take action on an order authorizing the issuance and sale of Travis County Healthcare District Certificates of Obligation, Taxable Series 2011 (Limited Tax), in the aggregate principal amount of \$16,000,000; levying a tax in payment thereof; approving a purchase contract; and enacting other provisions relating thereto.

Members of the Court heard from:
John Stevens, Chief Financial Officer (CFO), Central Health
Ladd Pattillo, Travis County Financial Advisor
Trish Young-Brown, President and Chief Executive Officer (CEO), Central Health

MOTION: Approve Item 13.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

Planning and Budget Dept. Items

14. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: **NOT NEEDED**

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

- a. Grant application to the Target Corporation for the Travis County Sheriff's Office to receive the Target & Blue Law Enforcement Grant to support the 2012 Shattered Dreams Program at Vandegrift High School;
- b. Grant application to the Texas Veterans Commission Fund for Veterans' Assistance to continue the Veterans' Court Program in the Criminal Courts;
- c. Approve Local Recipient Organization Certification Form for the 2011 Phase 29 grant application of the Emergency Food and Shelter Program in the Health and Human Services Department;
- d. Grant contract with the Office of the Attorney General of Texas for the Information and Telecommunications Department to be reimbursed for costs associated with Travis County's extension of the statewide Automated Victim Notification Service to the Courts and designate the Director of it as the person who defines the standard for timeliness and accuracy of data input into this system;
- e. Grant contract with the Office of Attorney General to continue the Victim Liaison and Coordinator Grant Program in the District Attorney's Office;
- f. Grant contract with the Office of Attorney General to continue the other Victim Assistance Grant Program in the County Attorney's Office; and
- g. Grant contract amendment with the Texas Department of Public Safety to receive Department of Homeland Security, Urban Area Security Initiative Program, resources for the creation of a Travis County Chemical, Biological, Radiological, Nuclear, Explosive Strike Team Coordinator that will enhance the existing program within the Emergency Services Department.

RESULT: ADDED TO CONSENT

16. Consider and take appropriate action on draft newspaper advertisements, including:
 - a. Public hearing on September 27, 2011 regarding the proposed Fiscal Year 2012 Travis County Budget;
 - b. Notice of public hearings on September 20 and 23, 2011 regarding tax increase; and
 - c. Notice of tax revenue increase.

Members of the Court heard from:

Leroy Nellis, Interim County Executive, Planning and Budget Office (PBO)
Jessica Rio, Assistant Budget Manager, PBO
Barbara Wilson, Assistant County Attorney

MOTION: Approve Items 16.a–c.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

17. Receive revised Fiscal Year 2012 Budget agenda worksheet that includes topics discussed during budget hearings and serves to identify potential topics to be addressed during the Fiscal Year 2012 Budget mark up.

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO

Jessica Rio, Assistant Budget Manager, PBO
Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans'
Services (TCHHS&VS)

RESULT: DISCUSSED

18. Discuss and take appropriate action on the Broaddus & Associates Central Campus Master Plan Phase II work to date including:
- a. Civil and Family Courthouse (CFCH) concept options overview; and
 - b. Clarification of intended use language regarding the CFCH concept options and master plan phasing schemes.

Clerk's Note: The Court discussed the addition of language to the Campus Master Plan to clarify that the plan is illustrative and is a baseline planning tool only.

Members of the Court heard from:

Belinda Powell, Capital Planning Coordinator, PBO
Leslie Stricklan, Senior Project Manager, Facilities Management
The Honorable Lora Livingston, Judge, 261st District

MOTION: Approve Item 18.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber
ABSTAIN: Margaret J. Gómez

Administrative Operations Items

19. 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 \$581,094.51 for the period of August 5 to August 11, 2011.

RESULT: ADDED TO CONSENT

20. Consider and take appropriate action on the following items for Human Resources Management Department:
- a. Proposed routine personnel amendments; and
 - b. Non-routine request from the Travis County Sheriff's Office for a variance to Travis County Code § 10.03009, Voluntary Job Change.

RESULT: ADDED TO CONSENT

21. Receive reports and take appropriate action on the following items:
- a. Results of the employee survey regarding conversion to bi-weekly payroll; and
 - b. Proposal for converting from semi-monthly payroll to bi-weekly payroll effective January 1, 2012.

Members of the Court heard from:

Diane Blankenship, Director, Human Resources Management Department (HRMD)
Mike Wichern, Chief Assistant County Auditor II, Travis County Auditor's Office

Beth Blankenship, Chief Assistant County Auditor I, Travis County Auditor's Office
Barbara Wilson, Assistant County Attorney

RESULT: DISCUSSED

22. Consider and take appropriate action on amendment to Lease with Dwyer Murphy Calvert L.L.P. at the 700 Lavaca building for mutual termination as of September 15, 2011.

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge noted that this will be the final offer made by the Commissioners Court.

Justice and Public Safety Items

23. Consider and take appropriate action on request to consider Project Recovery during the Budget mark-up process for inclusion in the FY 2012 Budget.

Members of the Court heard from:

Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Katie Peterson-Gipson, Budget Analyst, PBO

MOTION: Include Project Recovery on the Budget Mark-Up Sheet.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Purchasing Office Items

24. Approve order exempting the purchase of Electronic Key Box Control System from Commercial Security Integration Inc. from the competitive procurement process pursuant to Section 262.024(a)(2) of the County Purchasing Act.

RESULT: ADDED TO CONSENT

25. Approve Interlocal Agreement IL110253JW, the Coalition of Central Texas Utilities Development Corporation (UDC), to join UDC.

RESULT: ADDED TO CONSENT

26. Approve Contract Award for erosion control services, IFB No. B110211-NB, to the low bidder, BPI Environmental Services, Inc.

RESULT: ADDED TO CONSENT

27. Pursuant to Section 263.151 of the Texas Local Government Code, declare list of certain equipment as surplus property and sell at public auction.

RESULT: ADDED TO CONSENT

28. Declare Corrections Bureau bus Unit 471a as surplus property and approve sale to Hays County Sheriff's Department.

RESULT: ADDED TO CONSENT

29. Approve Contract Award for professional consulting and design services for the Capital Area Pavement Engineering Council, PS100298JE, to the highest qualified respondent, HVJ Associates, Inc.

RESULT: ADDED TO CONSENT

30. Approve order exempting the purchase of field strippers and groomers for TNR from Kromer Company LLC, from the competitive procurement process pursuant to Section 262.024(a)(7)(a) of the County Purchasing Act.

RESULT: ADDED TO CONSENT

31. Approve Modification No. 6 to Contract No. PS080113RE, Encompass Medical Management, to provide additional database services for the Parenting in Recovery Grant Project.

RESULT: ADDED TO CONSENT

32. Approve Modification No. 4 to Contract No. PS080222RE, Foundation Communities, for Parenting in Recovery Services.

RESULT: ADDED TO CONSENT

33. Ratify Termination of Contract No. 11T00108CW, Southwest Exterminating Inc, for pest control services - Countywide.

RESULT: ADDED TO CONSENT

34. Approve Contract Award for Rancho Alto Road Improvements, IFB No. B110192-LP, to the apparent low bidder, RGM Constructors of Texas, LLC.

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge noted that a budget transfer for Item 34 is in process which will transfer funds from the property owners association for the improvements.

35. a. Approve Interlocal Agreement with the Texas Juvenile Probation Commission for Fiscal Year 2011 Texas Juvenile Probation Commission video conferencing equipment; and
- b. Approve Interlocal Agreements with the following counties to purchase video conferencing equipment under the Fiscal Year 2011 Texas Juvenile Probation Commission Grant:
1. Brazos County;
 2. Harris County; and
 3. Montgomery County.

RESULT: ADDED TO CONSENT

36. Approve twelve-month extension (Modification No. 9) to Contract No. 03T00288OJ, Appriss, Inc., for the Texas VINE Services Agreement

RESULT: ADDED TO CONSENT

Other Items

37. Consider and take appropriate action on redistricting plans for the following Travis County Precincts:

- a. County Commissioners; and
- b. Elections.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)
George Korbel, Rios and Associates
Garry Brown, Executive Assistant, County Commissioner Precinct Three Office

MOTION: Approve Map 168 with the addition of moving Voting Precinct 266 from Precinct Two to Precinct Three.

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

FRIENDLY

AMENDMENT: Amend the Standing Motion by moving Voting Precincts 421, 422, and 437 (with Gibson Street as the southern boundary) from Precinct Four to Precinct Three as a substitute for Precinct 266.

MOVER: Karen L. Huber, Commissioner

RESULT: **FRIENDLY AMENDMENT NOT ACCEPTED**

SUBSTITUTE

MOTION: Amend the Standing Motion by moving Voting Precincts 421, 422, and 437 (with Gibson Street as the southern boundary) from Precinct Four to Precinct Three as a substitute for Precinct 266.

MOVER: Karen L. Huber, Commissioner

Clerk's Note: Substitute Motion dies for lack of a second.

FRIENDLY

AMENDMENT: Amend the Standing Motion with the western tail of Voting Precinct 309 moving from Precinct Three to Precinct Four.

MOVER: Karen L. Huber, Commissioner

RESULT: **FRIENDLY AMENDMENT WITHDRAWN**

Clerk's Note: The Court noted that the previous amendment is already included in Map 168.

FRIENDLY

AMENDMENT: Amend the Standing Motion by Voting Precinct 412 moving from Precinct Four to Precinct Three. Sunset Valley would then be one voting precinct.

MOVER: Karen L. Huber, Commissioner

RESULT: **FRIENDLY AMENDMENT WITHDRAWN**

Clerk's Note: The Court noted that the previous amendment is already included in Map 168.

FRIENDLY

AMENDMENT: Amend the Standing Motion with the southern boundary of Voting Precinct 437 being set as Gibson Street.

MOVER: Karen L. Huber, Commissioner

RESULT: **FRIENDLY AMENDMENT NOT ACCEPTED**

Compensation Committee
Carol Joseph, Assistant Director, TNR, and Member, Compensation Committee
Jim Collins, Senior Chief Deputy, County Attorney's Office, and Chair, Compensation Committee

RESULT: DISCUSSED **Reset for: 9/6/2011**

- 42. Consider and take appropriate action on request to approve a new fee schedule for the Travis County District Clerk's Office.

RESULT: ADDED TO CONSENT

- 43. Consider and take appropriate action on Interlocal Agreement between the City of Austin and Travis County regarding television cable service for public, educational and governmental channels.

RESULT: ADDED TO CONSENT

- 44. Consider and take appropriate action on the appointment of Shelda D. Grant to replace Nash Martinez on the Travis County Appraisal District Board of Directors effective immediately through December 31, 2012. (Commissioner Davis)

RESULT: ADDED TO CONSENT

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*

- 45. Consider and take appropriate action regarding County Executive of Planning and Budget, and issues related thereto, including interim measures to manage the transition.³

Judge Biscoe announced that Item 45 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

Members of the Court heard from:
John Hille, Assistant County Attorney

MOTION: Authorize Leroy Nellis, Interim County Executive, PBO, to move the Senior Financial Analyst position to a Budget Analyst position, either I or II depending on need; funding is already available in PBO and the position is to be posted as soon as possible.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

MOTION: Authorize and direct Leroy Nellis, Interim County Executive, PBO, to serve on the internal team currently evaluating the Request for Services (RFS)

regarding the new Civil/Family Courthouse and to appoint Roger Jefferies, County Executive, Justice and Public Safety (JPS), to the internal team as Chair.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

MOTION: Direct Leroy Nellis, Interim County Executive, PBO, to serve on the Core Team working on 700 Lavaca, and to serve as the Master Plan Project Manager on the Broaddus and Associates contract.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The Court also directed Diane Blankenship; Director, HRMD to prepare documentation for the Court's consideration and action for Tuesday, August 30, 2011.

Consent Items

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C5 and Agenda Items 5, 6.a–c, 8.a–b, 9. 15.a–g, 19, 20.a–b, 22, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35.a–b, 36, 38, 42, 43, and 44.

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 9, 2011.
- C4. Approve setting a public hearing on Tuesday, September 20, 2011 to receive comments regarding a request to authorize the filing of an instrument to vacate a five foot wide public utility easement located along the northerly lot line of Lot 1 of the Fulkerson subdivision in Precinct Three. (Commissioner Huber)
- C5. Approve setting a public hearing on Tuesday, September 27, 2011 to receive comments regarding a request for a total plat vacation of the Mason Estates subdivision plat. (Commissioner Huber)

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 13, 2011

Prepared By/Phone Number: C.W. Bruner, 854-9760

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Reject bid received for IFB No. B110223-CW, Vehicle Maintenance 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.

IFB No. B110223-CW was issued on August 2, 2011. A total of eleven (11) vendors were solicited; one (1) bid was received. The Transportation and Natural Resources department recommends rejecting the sole bid. The bid received, if accepted, would increase the expenditures for this service by a minimum of thirty-seven (37) percent. TNR recommends re-bid at this time.

Ø **Solicitation-Related Information:**

Solicitations Sent:	11	Responses Received:	1
HUB Information:	N/A	% HUB Subcontractor:	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 by Tuesdays at 5:00 p.m. for the next week's meeting.



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

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

RECEIVED
TRAVIS COUNTY
2011 AUG 29 AM 8:18
PURCHASING
OFFICE

August 25, 2011

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Cawl B. J. for
FROM: Steven M. Manilla, P.E., County Executive

SUBJECT: Solicitation B110223CW – Vehicle Maintenance Services

TNR recommends that Travis County reissue solicitation B110223-CW. The solicitation was issued on August 2, 2011 and only one bid was received.

If accepted, the new contract prices would increase the expenditures for this service by at least 37%. As TNR is familiar with the service performed, we feel that there are many more providers of this service that are not represented in the current bids received. We also feel that the service requested can be received at a much lower price.

The commodity/sub-commodity code for Vehicle Maintenance Services is 928/047. The budgeted line items are 001-4952-621-5003 and 099-4951-621-5003.

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

CJ CJ:SMM:cj
Contract File



Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation

Meeting Date: September 13, 2011

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: *Leroy Nellis*
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 minutes of Board of Directors meetings of July 19, July 26, August 2 and August 9, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: 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

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JULY 19, 2011**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, July 19, 2011, at 2:09 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Karen Huber, Treasurer, was absent.

**1. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE
MINUTES OF BOARD OF DIRECTORS MEETINGS OF APRIL 26, MAY
3, MAY 10, MAY 17, MAY 24, MAY 31, JUNE 21, JUNE 28 AND JULY 5,
2011.**

The Board heard from: Andrea Shields, Manager

Motion: Director Eckhardt moved to approve the request.
Director Davis seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	Absent
Director Gomez	yes
Director Davis	yes

Staff Note:

ADJOURN

The meeting was adjourned at 2:10 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, JULY 26, 2011**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, July 26, 2011, at 9:14 a.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary. Sarah Eckhardt, Vice President, was absent.

- 1. RECEIVE COMMENTS REGARDING A PROPOSED REISSUANCE OF TAX-EXEMPT BONDS FOR THE BENEFIT OF THE METROPOLIS APARTMENT PROJECT, A 308-UNIT MULTIFAMILY RESIDENTIAL DEVELOPMENT LOCATED AT 2200 SOUTH PLEASANT VALLEY ROAD. (ACTION ITEM #2 – TRAVIS COUNTY HOUSING FINANCE CORPORATION)**

The Board heard from: Andrea Shields, Manager and Clifton Bowling, Counsel

Motion: Director Gomez moved to approve the request.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	Absent
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: There were no comments received on this public hearing.

ADJOURN

The meeting was adjourned at 9:16 a.m.

2. **CONSIDER AND TAKE APPROPRIATE ACTION ON A RESOLUTION TO APPROVE A PROPOSED REISSUANCE OF TAX-EXEMPT BONDS FOR THE BENEFIT OF THE METROPOLIS APARTMENT PROJECT, A 308-UNIT MULTIFAMILY RESIDENTIAL DEVELOPMENT LOCATED AT 2200 SOUTH PLEASANT VALLEY ROAD.**

The Board heard from: Andrea Shields, Manager and Brant Baber

Motion: Director Gomez moved to approve the request.
Director Biscoe seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	Absent
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

3. **CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:**
 - a. **APPROVE SUBMISSION OF LETTER TO THE PARKS AT WELLS BRANCH PARKWAY APARTMENT PROJECT, REGARDING THE CORPORATION'S ANNUAL COMPLIANCE AUDIT; AND**
 - b. **APPROVE SUBMISSION OF AN INVOICE OF \$500.00 TO THE PROPERTY OWNER FOR STAFF'S TIME.**

The Board heard from: Andrea Shields, Manager

Motion: Director Gomez moved to approve the request.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	Absent
Director Huber	yes
Director Gomez	yes
Director Davis	yes

CONFIDENTIAL

CONFIDENTIAL

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, AUGUST 2, 2011**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, August 2, 2011, at 1:55 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE A RELEASE OF LAND USE RESTRICTION AGREEMENT FOR HUNT CLUB APARTMENTS.

The Board heard from: Andrea Shields, Manager

Motion: Director Biscoe moved to approve the request.
Director Gomez seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

2. CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

- A. A LETTER TO HUNT CLUB APARTMENTS REGARDING THE CORPORATION'S ANNUAL COMPLIANCE AUDIT; AND
- B. AN INVOICE OF \$500.00 TO THE PROPERTY OWNER FOR STAFFS' TIME.

The Board heard from: Andrea Shields, Manager

Motion: Director Biscoe moved to approve the request.
Director Eckhardt seconded the motion.

ADJOURN

The meeting was adjourned at 1:58 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, AUGUST 9, 2011**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, August 9, 2011, at 1:43 p.m. at Travis County Commissioners' Court Room, 314 W. 11th St., Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Sarah Eckhardt, Vice President; Karen Huber, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. CONSIDER AND TAKE APPROPRIATE ACTION TO APPROVE REDUCING THE AMOUNT OF THE TRANSFER TO TRAVIS COUNTY FOR FISCAL YEAR 2012 SERVICES FROM \$231,728 TO \$158,647.50.

The Board heard from: Leroy Nellis, Acting County Executive, Planning and Budget

Motion: Director Eckhardt moved to approve the request.
Director Huber seconded the motion.

Motion carried:

Director Biscoe	yes
Director Eckhardt	yes
Director Huber	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:44 p.m.

Margaret Gomez, Secretary