



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By/Phone Number: Susan Bell/49587 and Denise Bell/43997

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir/Travis County Clerk

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Receive comments during a public hearing regarding the annual written plans for the 028 Records Management Preservation Fund and 057 County Clerk's Records Archival Fund

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney 49415

For information purposes:

Randy Lott, Planning and Budget 49726

Steven Broberg, RMCR 49575

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



Travis County Commissioners Court Agenda Request

Meeting Date: 9/20/11

Prepared By/Phone Number: Gayla Dembkowski Phone #: 7642

Division Director/Manager: Randy Nicholson

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Receive comments regarding a street name change for a portion of Thaxton Road to be "Solis Place" in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

Receive comments regarding a street name change for a portion of Thaxton Road to be "Solis Place".

STAFF RECOMMENDATIONS:

The Travis County Address coordinating Committee was notified of the need for a street name change due to the realignment of a portion of Thaxton Road. The newly constructed McKinney Falls Parkway terminated at Thaxton Road which created a new intersection that caused a disconnect for a portion of the road. A ballot was sent to the one property owner affected who chose "Solis Place". The Address Coordinating Committee recommends a portion of Thaxton Road be named "Solis Place".

ISSUES AND OPPORTUNITIES:

This street name change is on a road that Travis County maintains.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Map

Ballot

REQUIRED AUTHORIZATIONS:

| | | | |
|------------------|-------------------|-----|----------|
| Cynthia McDonald | Financial Manager | TNR | 854-4239 |
| Steve Manilla | County Executive | TNR | 854-9429 |
| Randy Nicholson | Planning Manager | TNR | 854-4603 |



Travis County Commissioners Court Agenda Request

Meeting Date: 9/20/11

Prepared By/Phone Number: Anna Bowlin Phone #: 854-7561

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

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

Sponsoring Court Member: County Judge Sam Biscoe

AGENDA LANGUAGE: Receive comments regarding proposed amendments to Chapter 82, Travis County Code, establishing water availability rules for subdivisions.

BACKGROUND/SUMMARY OF REQUEST:

On October 19, 2010, the Commissioners Court suspended all approvals of subdivisions using Trinity Aquifer groundwater and created a stakeholder committee to help develop new subdivision regulations regarding water availability. The Court directed that "TNR staff will lead, facilitate, and direct the work of the Committee and ultimately will recommend rule amendments to the Commissioners Court in consideration of the advice and viewpoints of the entire Committee." The Court directed TNR to have water availability rule amendments ready to adopt before the suspension automatically expires on October 31, 2011.

STAFF RECOMMENDATIONS:

The last regularly scheduled Court meeting before the suspension expires is on October 25, 2011. Staff recommends proposing the attached rule amendments, publishing required public notices, and setting a public hearing on September 20, 2011, to receive comments on them. This allows approximately a month after the hearing to work with stakeholders to revise the proposal so that the Court can take final action by October 25, 2011, at the latest.

ISSUES AND OPPORTUNITIES:

Seven Hill Country counties (Bandera, Comal, Gillespie, Hays, Kendall, Kerr, and Medina) have already adopted water availability rules. Like western Travis County, all these counties rely on the Trinity Aquifer as a water supply source. Like western Travis County, TCEQ has included all but one of these (Medina) in the Hill Country Priority Groundwater Management Area because of projected shortages of

groundwater. Because what these counties have done can be a benchmark for Travis County, large parts of the proposed rules come from these counties' rules.

Almost all these counties have a groundwater conservation district (GCD) to manage the Trinity Aquifer, so county subdivision regulations are not the only tool they have to manage their groundwater. Travis County does not have a GCD for the Trinity Aquifer. Because county subdivision regulations are the only means of managing much of Travis County's groundwater, staff feels it is appropriate for those rules to provide a wide margin of safety.

These factors led staff to develop the following principles.

Travis County Water Availability Policy Principles.

- The aquifers underlying Travis County ("Local Groundwater") can be part of the water supply infrastructure for our growing county. However, these aquifers are currently the sole source of water for many people and their quantity and quality are limited. In light of the growth rates projected for our county, they are not a good long-term source of water, so we must manage them very carefully.
- Our aquifers are part of a complex hydrological system. To manage them soundly, we need much more data than we have now. When data is lacking, prudence demands that we err on the side of caution. Approving new subdivisions without understanding their long-term effects on our water supply infrastructure can be very costly to home buyers, adjacent land owners, taxpayers, and developers. Those who would profit from subdivisions using groundwater should bear the cost of generating data needed to make sound decisions about the subdivisions' impacts, both on the affected aquifer and the homeowners and other property owners who rely on it for their water.
- The Commissioners Court has funded, and TNR is hiring, a hydrogeologist so that the County will have in-house groundwater expertise.
- Because our aquifers are both a shared and finite resource, Travis County should take a long term, regional perspective toward managing them. The density of all new subdivisions affecting the Trinity and Edwards aquifers should be limited so we neither impair aquifer recharge nor create demand that outstrips our groundwater supply. Generally, new subdivisions should not use the Colorado River Alluvial Aquifer.
- Where developers or subdivision land owners are willing to bear the cost, Travis County should support bringing surface water infrastructure to areas currently relying on our aquifers for their water supply.

Summary of Proposed Rule Amendments.

The following are the basic changes staff proposes to make to existing Travis County subdivision rules:

1. Plats for subdivisions using the Colorado River Alluvial Aquifer or any other aquifer, except the Trinity or Edwards, as a source of water supply would not be approved.
2. For subdivisions using Trinity or Edwards aquifer groundwater, the currently required TCEQ-based certification of 30 years of groundwater supply would be supplemented with a report detailing all existing water wells within a half mile of the subdivision. (This concept is borrowed from Hays County rules.)
3. The layout of lots in the subdivision would comply with any well spacing or other limits based on the certification. Water from the subdivision's wells could not be diverted to other sources and new wells in the subdivision could not be drilled unless the certification is updated to show no adverse impact on long term water supply.
5. Water wells for large subdivisions would be monitored and the data reported to Travis County. (This concept is borrowed from Kerr County.)
6. Subdivisions using groundwater would have contingency plans and a minimum storage capacity to deal with drought and other problems.
7. All subdivisions would meet minimum standards for water infrastructure sufficient to fight fires. (This concept is borrowed from Gillespie, Kendall, and Medina counties.)
8. Subdivisions could not use groundwater for amenity ponds or aesthetic features.
9. To protect aquifer recharge, there would be density limits for all subdivisions over the Trinity or Edwards aquifers, regardless of water source. (5 of 7 Hill Country counties limit density for all subdivisions, regardless of whether they use surface or ground water.)
10. Lot geometry would be limited to prevent abuse of flag lots to skirt the intent of the rules. (This concept is borrowed from Gillespie, Kendall, and Medina counties.)
11. To provide flexibility, variances could grant granted if supported by data showing no adverse impact on water supply.

Most comments from the Stakeholder Committee supported the staff recommendation. However, a couple of the members objected to some of the density limits, fire protection requirements, variance requirements, and any water availability requirement that exceeds TCEQ requirements.

Notice of the public hearing was published in the newspaper on September 10, 11 and 14, 2011.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Travis County Water Availability Proposal

REQUIRED AUTHORIZATIONS:

| | | | |
|------------------|---------------------------|-----------------|----------|
| Cynthia McDonald | Financial Manager | TNR | 854-4239 |
| Steve Manilla | County Executive | TNR | 854-9429 |
| Tom Nuckols | Assistant County Attorney | County Attorney | 854-9262 |
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CC:

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|--------------|---|-----|----------|
| Jon White | Natural Resources Environmental Quality Division Director | TNR | 854-7212 |
| Thomas Weber | Environmental Quality Program Manager | TNR | 854-4649 |
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AB:SM:

1101 - Development Services - 11-03

EXHIBIT A

Part I. Section 82.002 is amended to include the following definition in the appropriate alphabetical order:

Section 82.002. Definitions.

“Local Groundwater” means groundwater from an aquifer underlying Travis County.

Part II. Sections 82.203 and 82.204 are amended to read as follows:

Section 82.203 Preliminary Plan

(a) *No change.*

(b) Plan Standards Outside ETJ.

(1) through (20) *No change.*

~~(21) If the subdivision is in a Western Watershed, the owner and the owner's engineer must certify in writing that water from the Trinity Aquifer will not be a source of water supply for the subdivision.~~

(c) through (e) *No change.*

Section 82.204 Final Plat

(a) through (c) *No change.*

(d) Certifications and Acknowledgments.

(1) through (5) *No change.*

(6) Plat Notes.

(A) through (C) *No change.*

~~(D)~~(4) No lot in this subdivision shall be occupied until connected to a centralized water distribution system or an approved onsite water well.

~~(2) The following note must also be added if the subdivision is subject to Section 82.213: No land in this subdivision may use or be connected to a centralized water system or water well that draws water from the Trinity Aquifer, unless~~

~~authorized by the groundwater conservation district that covers this subdivision, or if no groundwater conservation district exists, the Commissioners Court.~~

Part III. Chapter 82 is amended to add a new Section 82.212 and revise Section 82.213 as follows:

Section 82.212. Water Availability-General Requirements.

- (a) An applicant proposing a subdivision using Local Groundwater as a water supply shall provide a certification of groundwater availability meeting the requirements of 30 Texas Administrative Code Chapter 230. In addition, the engineer or geoscientist preparing the certification shall supplement it with a report containing:
- (i) the results of a walking survey around the perimeter of the subdivision and along adjacent public roads and interviews of owners of all land within a half-mile of the subdivision for the purpose of identifying all groundwater wells within and less than a half-mile from the subdivision
 - (ii) information from interviews with the land owners and any publicly-available information indicating when the identified wells were drilled, their current and historic depth, current and past problems with groundwater quantity and quality, how many living unit equivalents are supplied by those wells, and whether water from the well is stored;
 - (iii) GPS coordinates or equivalent data locating all the identified wells and a list indicating which are and are not registered with TCEQ; and
 - (iv) any other related information required by the County.
- (b) Requirements of Subsection (a) may be waived administratively if the applicant proves an inability to comply because of lack of cooperation or response to inquiries by a land owner.
- (c) For a subdivision approved based on Subsection (a), unless the Commissioners Court approves an update to the original groundwater availability certification proving that long term water supply to the subdivision is not adversely affected:
- (i) no new well may be drilled in the subdivision;
 - (ii) lots in the subdivision may not be further subdivided; and
 - (iii) a well used to supply the subdivision may not be used to supply sources other than the subdivision.

- (d) Preliminary plans and plats shall specify the layout of lots using Local Groundwater and the GPS coordinates or equivalent data for all wells supplying the subdivision. Lot layout, well location, and use restrictions shall conform to the engineer's or geoscientist's recommendations in the water availability certification and any stricter requirements of the County regarding well spacing and other related matters.
- (e) An applicant proposing a subdivision using Local Groundwater as a water supply shall provide for regular monitoring and reporting of data to the County on all Local Groundwater wells of a centralized system supplying a new subdivision. The entity operating the well will be identified, will be responsible for monitoring and reporting, and may be required to post fiscal or other forms of security for maintenance, operational, or repair costs of the monitoring system. Monitoring may be required on an individual well serving a single lot in a new subdivision if the County determines the benefits justify the costs.
- (f) An applicant for a subdivision using Local Groundwater shall provide a contingency plan acceptable to the County establishing an alternative water supply for the subdivision if the planned supply becomes inadequate because of drought or any other reason. Plans shall include demand or use restrictions to ensure demonstrated water availability is not exceeded and shall provide for at least 2500 gallons of storage capacity dedicated to each lot or living unit in the subdivision. Minimum storage capacity may be adjusted administratively based on the total square footage of improvements in the subdivision.
- (g) Amenity ponds and other common area aesthetic features may not be supplied by Local Groundwater.
- (h) An applicant for a subdivision with fifteen or more lots or units shall provide the subdivision with a water supply, water storage facilities, water lines, and hydrants meeting the fire flow requirements of Chapter 71, Travis County Code. Hydrant location and spacing shall also meet requirements of Chapter 71, Travis County Code. Water storage facilities must include permanent means for refilling the total storage volume within seventy two hours.
- (i) In lieu of the requirements of Subsection (h), the Commissioners Court may approve other methods of fire protection allowed by Chapter 71, Travis County Code, if the applicant demonstrates it is necessary to avoid an undue hardship and the Travis County Fire Marshal determines it provides an equal or better level of fire protection.

- (j) All subdivisions shall include fire fighting apparatus access roads meeting the requirements of Chapter 71, Travis County Code.

Section 82.213. Water Availability-Limits on Sources of Groundwater and Density.

- (a) A subdivision over the part of the Trinity Aquifer in a Western Watershed or over the Edwards Aquifer Recharge or Contributing Zone may not contain a lot intended for human occupancy smaller than one acre.
- (b) A subdivision may not be supplied by Local Groundwater, except that a new subdivision supplied from the Trinity or Edwards Aquifer will be allowed if:
 - (i) it is supplied by a centralized water system and does not contain a lot intended for human occupancy smaller than five acres; or
 - (ii) it is supplied by individual wells on lots and does not contain a lot intended for human occupancy smaller than six acres.
- (c) A subdivision subject to Subsection (a) or (b) above may not contain a lot intended for human occupancy with any side less than 75 feet long.
- (d) A variance from the lot size and geometry requirements of this section may be granted as specified below if the developer submits data acceptable to the County proving that groundwater use by adjacent land owners will not be adversely affected and, given the developer's proposed density, sustainable recharge to any affected aquifer will not be less than the long term withdrawal by both the new subdivision and other current and reasonably foreseeable users of the aquifer.
 - (i) Administrative variances may be granted allowing the reduction of lot dimensions under Subsection (c).
 - (ii) The Commissioners Court may grant a variance allowing lots to average as little as two acres in a subdivision using Local Groundwater if the developer submits data acceptable to the County:
 - (A) establishing quantitatively how the subdivision's groundwater use relates to the prevailing estimate of the affected aquifer's Modeled Available Groundwater, as that term is defined by the Texas Water Development Board; and
 - (B) proving that the subdivision's long term groundwater withdrawal, combined with current and reasonably

foreseeable long term withdrawal from other users of the aquifer, will not exceed the Desired Future Condition for the affected aquifer, as that term is defined by the Texas Water Development Board.

- (iii) The Commissioners Court may grant a variance allowing lots to average as little as two acres in a subdivision using Local Groundwater if the developer submits data acceptable to the County proving that the subdivision's water supply is supplemented with proven, reliable, long term sources other than Local Groundwater. If the subdivision has over 100 lots, a variance under Paragraph (ii) above is also required.
 - (iv) If the developer of a subdivision subject to Subjection (a) or (b) grants a new conservation easement acceptable to the County on developable land in or adjacent to the subdivision, the Commissioners Court may grant a variance allowing the conservation easement area to be combined with areas of clustered development for purposes of calculating and averaging minimum lot sizes and widths for the subdivision. The County will not accept conservation easements on land dedicated to meet park land or other regulatory requirements. If the subdivision uses Local Groundwater and has over 100 lots, a variance under Paragraph (ii) above is also required.
- ~~(a) In a Western Watershed, a subdivision may be approved only if all land in the subdivision is prohibited from using or connecting to a centralized water system or water well that draws water from the Trinity Aquifer, unless authorized by the groundwater conservation district that covers the subdivision, or if no groundwater conservation district exists, the Commissioners Court.~~
- ~~(b) The Commissioners Court may make exceptions to the requirements of this section:~~
- ~~a. for developments that meet the requirements for a conservation development under Section 82.220, et seq.; or~~
 - ~~b. if an applicant provides information adequately demonstrating that applying this section to the applicant:~~
 - ~~i. is prohibited by Chapter 245, Local Government Code; or~~
 - ~~ii. will impose an undue and unique hardship on the applicant.~~

~~(c) — This section does not apply to a subdivision for which a complete preliminary plat or final plat application is filed before the effective date of this section unless the subdivision is later divided to increase the number of lots, parcels, or other units of development included in that application.~~

~~(d) — This section expires October 31, 2011.~~



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By: Paul Scoggins **Phone #:** 854-7619

Division Director/Manager: Anna Bowlin

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: 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 – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate a five foot wide public utility easement (PUE) located along the northerly lot line of Lot 1 of the Fulkerson Subdivision. The easement is schematically shown on the face of the plat and is more specifically described as a 5' Electric Easement. The subject lot fronts on Manchaca Road, a street currently within the city limits of the City of Austin. The subject lot and easement, however, are in the City of Austin's 2 mile extraterritorial jurisdiction.

The electric company operating in the area is Austin Energy. Austin Energy has stated they have no objection to vacating the subject easement. As of this memorandum staff has not received, nor foresees, any opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends vacating the subject easement.

ISSUES AND OPPORTUNITIES:

According to the lot owner's representative, the vacation of the easement will allow them to cross the common lot line of Lot 1 of the Fulkerson Subdivision and Lot 2 of the Charles E. Garner Subdivision with a subsurface wastewater collection line. The wastewater collection line will transfer wastewater from Lot 1 of the Fulkerson Subdivision to Lot 2 of the Charles E. Garner Subdivision to the on-site wastewater disposal system to be located on Lot 2.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request Letter
- Utility statement
- Sign Affidavit and pictures
- Plat
- Maps

REQUIRED AUTHORIZATIONS:

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

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| Stacey Scheffel | Program Manager | TNR Permits | 854-7565 |
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SM:AB:ps
1101 - Development Services - Fulkerson Subdivision



Travis County Commissioners Court Agenda Request

Meeting Date:9/20/2011

Prepared By/Phone Number: Debbie Ties – 854-6472

Elected/Appointed Official/Dept. Head: Hershel Lee

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER CONCERNING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING: None

REQUIRED AUTHORIZATIONS:

Hershel Lee

Danny Hobby

Cheryl Aker

Commissioners Court

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.

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

**ORDER PROHIBITING
OUTDOOR BURNING**

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

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

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

- (1) Actions prohibited:
 - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

- (2) Enforcement:
 - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
 - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
 - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

- (3) This order does not apply to outdoor burning activities:
 - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (A) firefighter training;
 - (B) public utility, natural gas pipeline, or mining operations; or
 - (C) planting or harvesting of agriculture crops.

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

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

This order prohibiting outdoor burning shall expire on October 19, 2011 or upon such date as a determination is made by the Travis County Commissioners Court or by the Travis County Fire Marshal that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 20th DAY OF September 2011.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

CONDADO DE TRAVIS §
ESTADO DE TEJAS §

**ORDEN EL PROHIBIR
EL QUEMARSE AL AIRE LIBRE**

MIENTRAS QUE, la sección 352.081 del código del gobierno local proporciona que la corte de las comisiones de un condado por orden puede prohibir quemarse al aire libre en unincorporated el área del condado si la corte de las comisiones hace encontrar que las circunstancias presentes en unincorporated área crean un peligro de seguridad público que sería exacerbado por quemarse al aire libre; y,

MIENTRAS QUE, las comisiones Corte del condado de Travis encuentran por este medio que las circunstancias presentes en todo el unincorporated a área de Travis que el condado crea un peligro de seguridad público que sería exacerbado por quemarse al aire libre;

AHORA, POR LO TANTO, SE PIDE que el quemarse al aire libre está prohibido en todo el unincorporated áreas del condado de Travis como sigue:

- (1) Acciones prohibidas:
 - (a) Una persona viola esta orden si el/ella se quema cualquier exterior material combustible de un recinto que los servicios para contener todas las llamas y/o chispas, o pidan tal quemarse por otros.
 - (b) Una persona viola esta orden si he/she engancha a cualquier actividad al aire libre que podría permitir las llamas o las chispas que podrían dar lugar a un fuego a menos que estuvieron hechas en un recinto diseñaron proteger la extensión del fuego, o piden tales actividades por otras.
- (2) Aplicación:
 - (a) Sobre la notificación de quemarse al aire libre sospechado, el cuerpo de bomberos con la jurisdicción para la localización del fuego responderá a la escena y tomará medidas inmediatas de contener y/o de extinguir el fuego.
 - (b) Cuanto antes, enviarán un oficial debido comisionado de la paz a la escena para investigar la naturaleza del fuego.
 - (c) Si, según la opinión del oficial en la escena, la meta de esta orden puede ser lograda informando al partido responsable sobre las prohibiciones establecidas por esta orden, el oficial puede, en su discreción, conformidad de la petición con ella. En tales casos, una entrada de esta notificación que contiene la fecha, la época y el lugar de la advertencia, junto con el nombre del partido que recibe la advertencia, serán remitidos a la oficina del juez del condado.
 - (d) De acuerdo con la sección 352.081 del código del gobierno local, una persona que viola con conocimiento o intencionalmente esta orden confía un delito menor de la clase C, castigable por una multa hasta \$500.
- (3) Esta orden no se aplica a las actividades ardientes al aire libre:
 - (a) relacionado con la salud pública y la seguridad para las cuales son autorizados por la Comisión de Tejas en la calidad ambiental:
 - (a) entrenamiento del bombero;
 - (b) utilidad pública, tubería del gas natural, u operaciones de explotación minera; o
 - (c) el plantar o el cosechar de las cosechas de la agricultura.
 - (b) eso es conducida por un encargado prescrito de la quemadura certificado bajo sección 153.048, código de los recursos naturales,

y resuelve los estándares de la sección 153.047, código de los recursos naturales.

- (c) eso implica el funcionamiento de **al aire libre** operaciones combustibles, incluyendo pero no limitadas a, soldadura al aire libre, corte u operaciones que muelen y operaciones de trabajos calientes al aire libre, por cualquier persona (i) si el mariscal del fuego del condado de Travis ha publicado un permiso para la soldadura o las operaciones de trabajos calientes de acuerdo con el fuego cifran o (ii) si las operaciones se realizan de acuerdo con los requisitos siguientes que crean un ambiente controlado y salvaguardias en cada día en que se realizan las operaciones:
- (a) Se están realizando las áreas donde el soldar con autógena, corte o las operaciones del operación que muelen o calientes de trabajos están libres de la vegetación por lo menos veinticinco pies en todas las direcciones;
 - (b) Las superficies alrededor de la soldadura o del área de trabajos caliente se mojan abajo;
 - (c) Se está realizando cada localización en donde el soldar con autógena, corte o las operaciones del operación que muelen o calientes de trabajos debe tener comunicaciones del teléfono portátil para la respuesta de la emergencia;
 - (d) Antes de comenzar cualesquiera operaciones, la persona que realiza la soldadura, el corte o moliendo las operaciones del operación o calientes de trabajos debe notificar el distrito local del cuerpo de bomberos o de los servicios de emergencia cuál sirve la localización en donde se planean la soldadura, el corte o las operaciones del operación que muelen o calientes de trabajos.
 - (e) Una persona dedicada del reloj del fuego atiende a cada soldador, cortador, amoladora, o trabajador que realiza operaciones de trabajos calientes o cualquier actividad que cause una chispa;
 - (f) En menos un (1) presión del agua el extintor por persona del reloj del fuego está situado a 10 pies de la localización donde soldando con autógena, corte o se están realizando las operaciones del operación que muelen o calientes de trabajos;
 - (G) No se permite ninguna soldadura, corte u operaciones del operación que muelen o calientes de trabajos el los días señalados como días amonestadores de la bandera roja por el servicio nacional del tiempo;
 - (h) Si toda la soldadura, corte y operaciones que muelen u operaciones de trabajos calientes se realizan solamente en una soldadura total o un recinto caliente de los trabajos, o una “caja de la soldadura” o una “caja caliente de los trabajos”, que es suficientemente alta controlar chispas, incluyendo una cubierta retardataria del fuego sobre la tapa, se anima que se conformen con el ANUNCIO de los

requisitos inclusivo , si es factible y se apropian a las operaciones deben conformarse con los requisitos E, F, y G en esta lista y, y;

- (i) Si toda la soldadura, corte y operaciones que muelen u operaciones de trabajos calientes se realizan solamente en superficie inferior, o “agujero de la campana”, se anima a la soldadura y las operaciones que muelen o las operaciones de trabajos calientes dentro de excavaciones aprobadas, las operaciones deben conformarse con los requisitos E, F, y G en esta lista y que se conformen con el ANUNCIO de los requisitos inclusivo, si es factible y apropiado.

Sea también ORDENADO que es el propósito de esta orden la mitigación del peligro de seguridad público se presentó por los fuegos salvajes durante el actual secan el tiempo acortando la práctica de quemarse al aire libre, que el propósito debe considerado en cualquier acción de la aplicación basada sobre esta orden.

Esta orden que prohíbe quemarse al aire libre expirará el 19 de Octubre de 2011 o a partir de esa fecha hasta que una determinacion se hace por la Corte de comisionados de Travis, o por el mariscal de fuego del condado de Travis que las circunstancias presentes en unincorporated las áreas del condado de Travis crean no más un peligro de seguridad público que sería exacerbado por quemarse al aire libre, cualquiera ocurre anterior.

PIDIÓ ESTOS 20 DÍA DEL SEPTIEMBRE DE 2011.

COMISIONES CORTE DEL CONDADO DE TRAVIS

Por: _____
Samuel T. Biscoe, juez del condado



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 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: "Will be reworded by the County Judge's office" Use of Leave with Pay Travis County Policy 10.045 as it relates to use by employees who suffered a loss due to current wildfires.

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

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

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

REQUIRED AUTHORIZATIONS:

Leroy Nellis, Planning and Budget Office, (512) 854-9106

Jessica Rio, Planning and Budget Office, (512) 854-9106

Cheryl Aker, County Judge's Office, (512) 854-9555

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

10.045 Leave with Pay³⁴

- (a) An Elected/Appointed Official may grant an employee up to five working days per fiscal year of leave with pay when it's in the county's best interest to:
 - (1) Protect the health and safety of employees, or
 - (2) Relieve the employee of his/her duties pending the results of an investigation, when an employee could be suspended, demoted, or terminated.
- (b) For non-exempt employees, the leave with pay hours will be counted as productive hours and qualify for overtime/compensatory time calculation.
- (c) The Commissioners Court, prior to being granted, must approve an extension of leave with pay beyond the original five days, except in the case of Title VII claims where the County Judge, at his/her discretion, may approve an extension of leave with pay of up to ten days working days beyond the five original days.

10.04501 Timesheets and Leave Requests by Certain Employees³⁵

- (a) All employees who are supervised directly by the Commissioners Court (County Executive, Legislative Liaison, Special Assistant, etc.), like all other employees, are subject to the leave provisions in Chapter 10 of the Travis County Code.
- (b) Any employee who is supervised directly by the Commissioners Court shall submit timesheets and requests for any type of leave to the County Judge.
- (c) The County Judge is authorized to act as the Elected/Appointed Official or the supervisor for employees supervised directly by the Commissioners Court in relation to taking appropriate action regarding timesheets and requests to use any type of leave.
- (d) In his discretion, the County Judge, on his own or upon request of the employee, may present the request for leave to the Commissioners Court for consideration at a meeting of the Travis County Commissioners Court.

10.0451 Unpaid Transferred Vacation Leave³⁶

- (a) The purpose of this section is to provide a means by which a transfer employee who has been paid for the vacation leave accrued while an employee at the City of Austin to be away from work without pay for up to the

³⁴ Section 10.045 was amended 10/14/2003, Item A1.

³⁵ Section 10.04501 was added 7/28/2009, Item 40.

³⁶ Section 10.0451 added 3/19/1999, Item 4



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 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".

AGENDA LANGUAGE: Discussion and take action on authorizing the Travis Central Appraisal District to reappraise property with fire damage located in "areas declared to be a natural disaster area by the Governor" which occurred in Travis County due to the wildfires which started during September 4-5, 2011.

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

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

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

REQUIRED AUTHORIZATIONS:

Leroy Nellis, Planning and Budget Office, (512) 854-9106

Jessica Rio, Planning and Budget Office, (512) 854-9106

Cheryl Aker, County Judge's Office, (512) 854-9555

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

Leroy Nellis - FW: Wild Fire Assistance

From: Patrick Brown <PBrown@tcadcentral.org>
To: "Leroy Nellis " <Leroy.Nellis@co.travis.tx.us>
Date: 9/12/2011 7:06 PM
Subject: FW: Wild Fire Assistance
Attachments: 20110907_spicewood_south71_damages_11x17.pdf;
 20110907_spicewood_damages_North71_11x17.pdf;
 20110907_steiner_ranch_damages22x34.pdf;
 disasterWildfireThreatRenewal090111.pdf

Below is the section of the code that would be applicable to the wildfires, should the county commissioners be inclined to act. Thanks.

§ 23.02. Reappraisal of Property Damaged in Natural Disaster Area

- (a) The governing body of a taxing unit that is located partly or entirely inside an area declared to be a natural disaster area by the governor may authorize reappraisal of all property damaged in the disaster at its market value immediately after the disaster.
- (b) If a taxing unit authorizes a reappraisal pursuant to this section, the appraisal office shall complete the reappraisal as soon as practicable. The appraisal office shall include on the appraisal records, in addition to other information required or authorized by law:
- (1) the date of the disaster;
 - (2) the appraised value of the property after the disaster; and
 - (3) if the reappraisal is not authorized by all taxing units in which the property is located, an indication of the taxing units to which the reappraisal applies.
- (c) A taxing unit that authorizes a reappraisal under this section must pay the appraisal district all the costs of making the reappraisal. If two or more taxing units provide for the reappraisal in the same territory, each shall share the costs of the reappraisal in that territory in the proportion the total dollar amount of taxes imposed in that territory in the preceding year bears to the total dollar amount of taxes all units providing for reappraisal of that territory imposed in the preceding year.
- (d) If property damaged in a natural disaster is reappraised as provided by this section, the governing body shall provide for prorating the taxes on the property for the year in which the disaster occurred. If the taxes are prorated, taxes due on the property are determined as follows: the taxes on the property based on its value on January 1 of that year are multiplied by a fraction, the denominator of which is 365 and the numerator of which is the number of days before the date the disaster occurred; the taxes on the property based on its reappraised value are multiplied by a fraction, the denominator of which is 365 and the numerator of which is the number of days, including the date the disaster occurred, remaining in the year; and the total of the two amounts is the amount of taxes on the property for the year.

(e) Repealed by Acts 1983, 68th Leg., p. 4829, ch. 851, § 28.

Added by Acts 1981, 67th Leg., 1st C.S., p. 136, ch. 13, § 57, eff. Jan. 1, 1982. Amended by Acts 1983, 68th Leg., p. 4829, ch. 851, § 28, eff. Aug. 29, 1983.

From: Baldwin, Pete [mailto:Pete.Baldwin@austintexas.gov]
Sent: Monday, September 12, 2011 3:59 PM
To: Patrick Brown
Subject: Wild Fire Assistance

I apologize. I mistyped your e-mail address on the first attempt.

Pete Baldwin
 Travis County Emergency Management Coordinator
 512-974-0472

From: Baldwin, Pete
Sent: Monday, September 12, 2011 2:55 PM
To: pbrown@tcad.org
Subject: Wild Fire Assistance

Thank you for taking the time to talk with me today. I really believe if TCAD can put something together to provide residents with information regarding appraisals and taxes it will go a long way in helping with the anger and confusion later on. I have attached a copy of the Governor's Disaster Declaration which was renewed on 9-1-11 and maps of the areas impacted in both Steiner and Spicewood. The American Red Cross is going to forward their damage assessment sheets which will have exact addresses to us this afternoon. I will forward those as soon as I get them. Thank you again for your assistance.

Pete Baldwin
Travis County Emergency Management Coordinator
512-974-0472



STATE OF TEXAS
OFFICE OF THE GOVERNOR

RICK PERRY
GOVERNOR

September 1, 2011

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
_____ O'CLOCK

The Honorable Esperanza "Hope" Andrade
Secretary of State
State Capitol Room 1E.8
Austin, Texas 78701

SEP 01 2011
Esperanza Andrade
Secretary of State

Dear Madame Secretary:

Pursuant to his powers as Chief Executive Officer of the State of Texas, Governor Rick Perry has issued the following proclamation:

A proclamation certifying that all counties in Texas are currently threatened by exceptional drought conditions and an extreme fire hazard due to a continuing disaster in Texas.

The original of this proclamation is attached to this letter of transmittal.

Respectfully submitted,

Gregory S. Davidson

Gregory S. Davidson
Executive Clerk to the Governor

GSD/gsd

Attachment

PROCLAMATION
BY THE
Governor of the State of Texas

TO ALL TO WHOM THESE PRESENTS SHALL COME:

I, RICK PERRY, Governor of the State of Texas, issued an Emergency Disaster Proclamation on December 21, 2010, as extreme fire hazard posed a threat of imminent disaster in specified counties in Texas.

WHEREAS, the extreme fire hazard continues to create a threat of disaster for the people in the State of Texas; and

WHEREAS, record high temperatures, preceded by significantly low rainfall, have resulted in declining reservoir and aquifer levels, threatening water supplies and delivery systems in many parts of the state; and

WHEREAS, these exceptional drought conditions have reached historic levels, posing an imminent threat to public health, property and the economy; and

WHEREAS, this state of disaster includes all 254 counties in the State of Texas;

THEREFORE, in accordance with the authority vested in me by Section 418.014 of the Texas Government Code, I do hereby renew the disaster proclamation and direct that all necessary measures, both public and private as authorized under Section 418.017 of the code, be implemented to meet that disaster.

As provided in Section 418.016 of the code, all rules and regulations that may inhibit or prevent prompt response to this threat are suspended for the duration of the state of disaster.

In accordance with the statutory requirements, copies of this proclamation shall be filed with the applicable authorities.



IN TESTIMONY WHEREOF, I have hereunto signed my name and have officially caused the Seal of State to be affixed at my Office in the City of Austin, Texas, this the 1st day of September, 2011.

Rick Perry
RICK PERRY
Governor

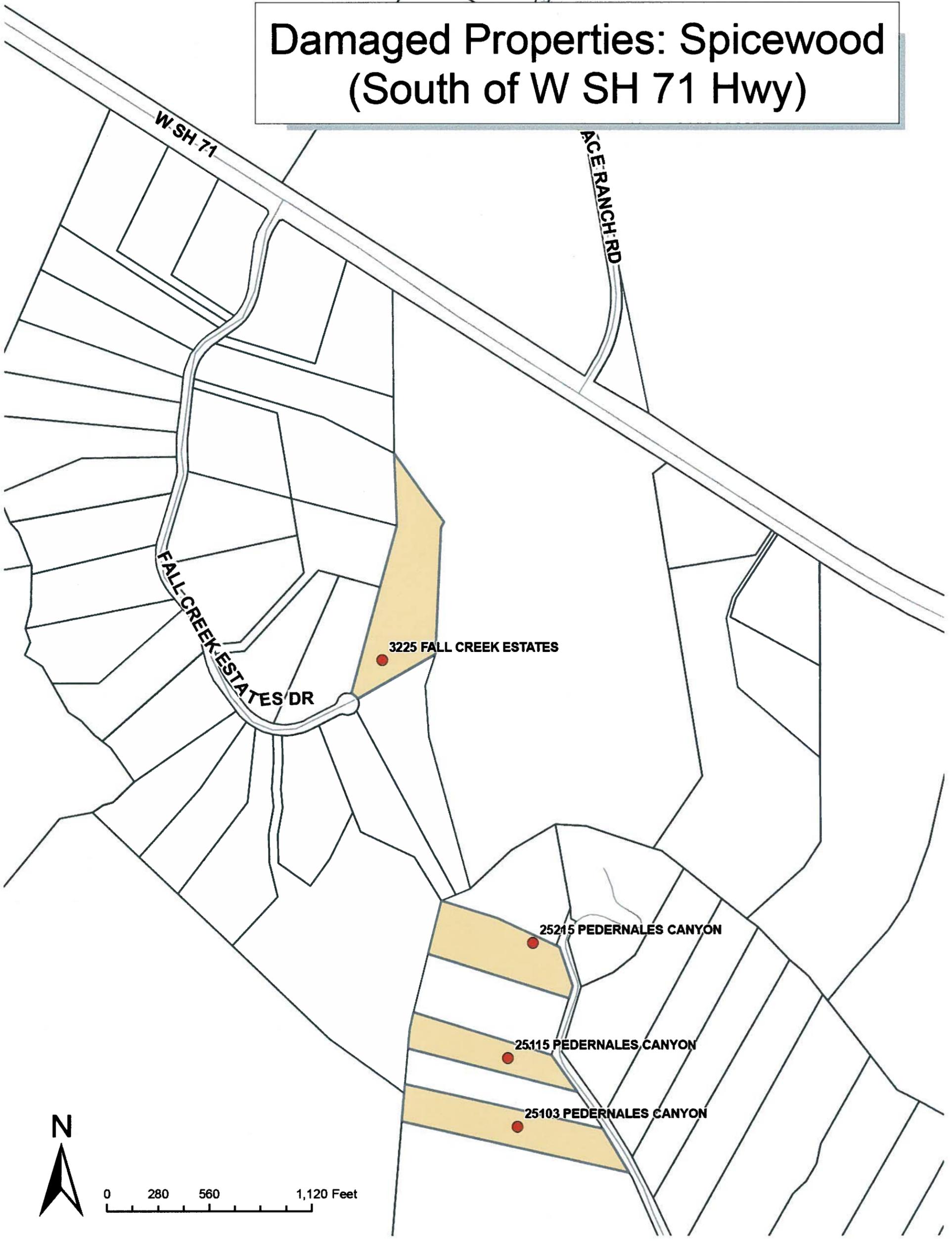
Attested by:

Esperanza Andrade
ESPERANZA "HOPE" ANDRADE
Secretary of State

FILED IN THE OFFICE OF THE
SECRETARY OF STATE
O'CLOCK

SEP 01 2011

Damaged Properties: Spicewood (South of W SH 71 Hwy)



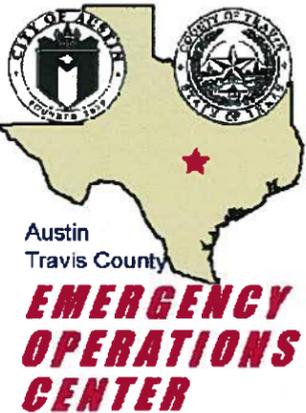
0 280 560 1,120 Feet

Legend

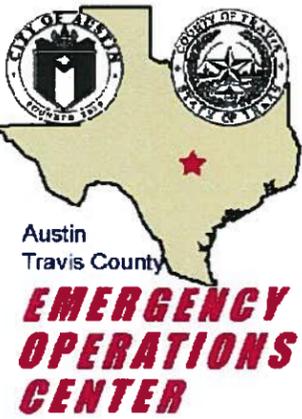
- Damaged Structures
- Affected Parcels
- Streets
- TCAD Parcels

Disclaimer: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by the EOC GIS for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.



Damaged Properties: Spicewood (North of W SH 71 Hwy)



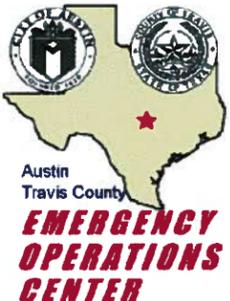
Legend

- Damaged Structures
- Affected Parcels
- Streets
- TCAD Parcels

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Damaged Properties: Steiner Ranch

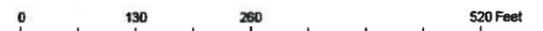


Legend

DAMAGE

- Total Loss
- Partial Damage
- Minimal Damage

- TCAD Parcels
- Streets



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Travis County Commissioners Court Agenda Request

Meeting Date:

September 20, 2011

Prepared By/Phone Number:

Tiffany Taylor, Community Liaison
TCSO Community Outreach
854-6615

Elected/Appointed Official/Dept. Head:

Greg Hamilton, Sheriff

Commissioners Court Sponsor:

Judge S. Biscoe - Pending

AGENDA LANGUAGE:

Consider and approve a proclamation for the 28th Annual National Night Out event on October 4, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memo.

STAFF RECOMMENDATIONS:

Continue public awareness of and participation in National Night Out.

ISSUES AND OPPORTUNITIES:

The National Night Out program provides an opportunity for citizens to interact with law enforcement and neighbors in a night out against crime.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact. National Night Out is funded by private donations and resources.

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.



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

August 24, 2011

MEMORANDUM

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

FROM: Sheriff Greg Hamilton *GH*

SUBJECT: National Night Out Proclamation for October 4, 2011

I am requesting that the court consider and approve a proclamation for the 28th Annual National Night Out event October 4, 2011. This request is made for the Commissioner's Court session of 09/20/2011. I am requesting that the proclamation be read and a photo to be taken with the Commissioner's Court.

National Night Out is an annual event held on the first Tuesday of October in Texas and is sponsored by the National Night Out Association of Town Watch. Campaigns involve citizens, law enforcement agencies, civic groups, businesses, neighborhood organizations and local public officials in more than 9,000 communities from all 50 states. National Night Out is a great way to get together with neighbors, find out what's going on in the community and speak with local law enforcement officers about what can be done to help reduce the opportunities for crimes to occur.

National Night Out is designed to heighten crime and drug prevention awareness, strengthen neighborhood spirit and increase participation in local anti-crime efforts in partnership with law enforcement. However, the primary goal is to send a strong message to criminals that neighborhoods are organized and fighting back. Along with the traditional display of porch lights and front-yard vigils, towns and neighborhoods celebrate National Night Out with a variety of events and activities such as block parties, cookouts, visits from local law enforcement officers, parades, flashlight walk contests and youth programs.

The Travis County Sheriff's Office has promoted National Night Out for the past 27 years. Our participation has grown from a handful of neighborhood get-togethers to more than 4,000 participants enjoying block parties, carnivals, parades and an assortment of other activities. Our involvement has increased from a couple of crime prevention officers, to dozens of patrol officers, sergeants, lieutenants, captains, majors, county commissioners and the Sheriff all helping Travis County citizens have a successful night out against crime.

PROCLAMATION

WHEREAS, The National Association of Town Watch is sponsoring a unique, nationwide crime and drug prevention program on October 4, 2011 called "National Night Out";

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

WHEREAS, The 28th Annual National Night Out provides Travis County a unique opportunity to join forces with thousands of other communities around the world in promoting cooperative police and community crime and drug prevention efforts;

WHEREAS, The Travis County Sheriff's Office plays a vital role in establishing joint crime and drug prevention efforts in Travis County and is supporting National Night Out 2011 locally;

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

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

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONER'S COURT, ENCOURAGE ALL CITIZENS OF TRAVIS COUNTY TO JOIN THE SHERIFF'S OFFICE AND OTHER LOCAL LAW ENFORCEMENT AGENCIES, LOCAL BUSINESS SPONSORS AND THE NATIONAL ASSOCIATION OF TOWN WATCH IN SUPPORTING THE 28th ANNUAL NATIONAL NIGHT OUT.

Signed and entered this 20th day of September, 2011.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
Commissioner, Pct. 3

MARGARET GOMEZ
Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By/Phone Number: Mike Long/854 4850; Marvin Brice/854 9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve award of Contract No. PS110261ML to Family Eldercare for Guardianship Services.

Contract No. PS980044LB was approved by the Commissioners Court in January of 1998 for guardianship services and 10 amendments have been processed against this contract to extend an additional year and/or adjust the budget for that year.

This new contract (PS110261ML) allows Travis County to provide personal and professional services for the care of indigents and other qualified recipients and provide for public health, education and informative services.

The Attorney's Office has made a recommendation to replace the current contract with a new one to include updated performance measures and work statements required of Family Eldercare.

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

Ø **Contract Expenditures:** Within the last 12 months \$399,165.80 has been spent against this contract/requirement.

Ø **Contract-Related Information:**

Award Amount: \$478,999.00

Contract Type: Professional Service

Contract Period: October 1, 2011 – September 30, 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 **Contract Modification Information:**

Modification Amount:

Modification Type:

Modification Period:

Ø **Solicitation-Related Information:**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Ø **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

Ø **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s):

Comments: Funding will be verified when FY 12 funds are available

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.

**PROFESSIONAL SERVICES
AGREEMENT**

BETWEEN

TRAVIS COUNTY

AND

FAMILY ELDERCARE

FOR

GUARDIANSHIP SERVICES

CONTRACT NO. PS110261ML



Travis County Purchasing Office

**CONTRACT FOR
SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND
FAMILY ELDERCARE**

I. PARTIES

This Contract ("Contract")
is entered into by the following Parties:

Travis County, a political subdivision of Texas ("County") and
Family Eldercare, Inc., a non-profit organization ("Contractor").

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes); and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes); and provision of the above services constitutes a public purpose.

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., § 262 et seq. and has issued or hereby issues such an order of exemption for the services provided under the terms of this Contract.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services for the care of indigents and other qualified recipients and/or for public health education and information, thus providing services which will further the achievement of a public purpose.

Commissioners Court has the authority to provide for certain costs related to services of guardians appointed by the courts for minors and other incapacitated persons pursuant to TEX. PROB. CODE ANN., Sections 605, 645, 666, 683 and other statutes.

NOW, THEREFORE, in consideration of these agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Contract.

III. DEFINITIONS

1.0 In this Contract,

- 1.2 "Commissioners Court" means the Travis County Commissioners Court.
- 1.3 "Contract Funds" means all funds paid by County to Contractor pursuant to Sections 6.0 - 8.0, and other applicable provisions of this Contract.
- 1.4 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.
- 1.5 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.
- 1.6 "County Judge" or "Judge" means Guy Herman, Judge, Probate Court No. 1, or his successor in office.
- 1.7 "County Department" or "Department" means the Probate Court No. 1.
- 1.8 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor.
- 1.9 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.
- 1.10 "Eligible Client" means a person who is:
 - (a) a person in a particular program as designated by County who meets any specific eligibility criteria described in this Contract.AND
 - (b) a person who meets statutory and/or Contract requirements necessary to receive services under this Contract.
- 1.11 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.
- 1.12 "Is doing business" and "has done business" mean:
 - 1.12.1 Paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - 1.12.2 Loaning or receiving a loan of money, or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - 1.12.3 but does not include:
 - 1.12.3.1 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
 - 1.12.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
 - 1.12.3.3 a transaction for a financial service or insurance coverage made on behalf of

PS110261ML

Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.13 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment G.

1.14 "Parties" and "Party" means the County and/or Contractor.

1.15 "Poverty Income Guidelines" means the guidelines established by the United States Office of Health and Human Services for the current Fiscal Year of the federal government.

1.16 "Reimbursable," "Allowable," or "Authorized Costs" means those amounts authorized to be paid by County to Contractor under the terms of this Contract with Contract Funds.

1.17 "Subcontract" means any agreement between Contractor and another party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.

1.18 "Subcontractor" means any party providing services required or allowed under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Contractor, and any party or parties providing services for Contractor which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract.

IV. KEY PROVISIONS

2.0 CONTRACT TERM

2.1 **Initial Term.** The Parties agree that this Contract shall continue in full force for the Initial Term which begins October 1, 2011, and terminates September 30, 2012, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 Renewal Term(s)

2.2.1 **Written Renewal.** Unless sooner terminated in compliance with the provisions of this Contract, this Contract may only be renewed by action evidenced in writing and executed by County and Contractor.

2.2.2 **Renewal Provisions.** Unless sooner terminated pursuant to the terms of this Contract, and conditioned upon the approval by the Commissioners Court of continued funding during the budget process related to the Renewal Term, and within the limits of that budgetary approval, this Contract may be renewed under Section 2.2 by written agreement signed by County and Contractor for up to six (6) additional one-year periods, or for whatever time period is agreed to in writing by County and Contractor. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 4.0 of this Contract to make any changes in those terms. Non-competitive renewal shall be based upon the Contractor's positive performance and County's continuing need for the services as determined by County.

3.0 CONTRACT FUND

3.1 Subject to Sections 6.0 - 8.0, and other applicable provisions, during the Initial Term, County shall make available for payment to Contractor for services provided pursuant to the terms of this Contract, funds in an amount not to exceed:

\$ 478,999.00

4.0 AMENDMENTS, CHANGES OR MODIFICATIONS

4.1 **Written.** Unless specifically provided otherwise in this Contract, any amendment, change or modification ("Amendment") to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties. No Amendment concerning this Contract shall be of any force or effect unless entered into pursuant to this Section 4.0.

4.2 **Authority to Change.** **CONTRACTOR AGREES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.**

4.3 **Non-Compliance.** Contractor agrees that any action taken by Contractor which does not comply with the terms of this Contract and which has not been approved under the terms of the Contract or written amendment thereto (pursuant to this Section 4.0) subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.

4.4 **Submission.** Contractor shall submit all requests for all Amendments (including all changes, modifications, alterations, additions or deletions) of the terms of this Contract or any attachment to it to the Travis County Purchasing Agent with a copy to the County Judge. Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration. No changes will be effective as to County until approved in writing by Commissioners Court (or Purchasing agent under Section 4.5).

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

5.0 ENTIRE AGREEMENT

5.1 **All Agreements.** All oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract, including the applicable terms of the Contract, have been reduced to writing and are contained in this Contract.

5.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms of this Contract.

5.2.1 Attachment A Work Statement, Service Measures

| | | |
|-------|--------------|---|
| 5.2.2 | Attachment B | Special Conditions (if applicable) |
| 5.2.3 | Attachment C | Program Budget <ul style="list-style-type: none"> (i) Total Program Budget (ii) Budget Summary (iii) Funding Sources |
| 5.2.4 | Attachment D | Performance Report Form |
| 5.2.5 | Attachment E | Financial Forms (if applicable) <ul style="list-style-type: none"> (i) Compliance Certification Form (ii) Payment Request Form (iii) Expenditure Report Form (iv) Budget Revisions Request Form (v) Travel Form (vi) Time and Attendance Report (or form approved by County) (vii) Instructions for County Invoicing |
| 5.2.6 | Attachment F | Insurance Requirements |
| 5.2.7 | Attachment G | Ethics Affidavit |

V. FINANCIAL PROVISIONS

6.0 CONTRACT FUNDS

6.1 **Maximum Funds.** Subject to the requirements of this Section 6.0 and other applicable provisions of this Contract, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms of this Contract, as determined by County, County shall provide Contract Funds not to exceed Four Hundred Seventy-Eight Thousand, Nine Hundred and Ninety-Nine Dollars (\$478,999.00) with the monthly payment amount equal to 1/12 of the total Maximum Funds set forth in this Section 3.1. Maximum Funds for future Renewal Terms will be as agreed to by the Commissioners Court during the budget process relating to that Renewal Term.

6.2 **Fiscal Year Limitations.**

6.2.1 **County Budget.** Contract Funds will be provided as further set forth in Attachment C, "Budget," of this Contract. Contractor agrees that the sum stated in Sections 3.0 and Section 6.1 is the maximum amount to be paid by County to Contractor during the Initial Contract Term unless Sections 3.0 and 6.1 are changed pursuant to Section 4.0, "Amendment," and that the total costs of this Contract shall in no event exceed the amount included in the County's budget and designated for this purpose for this Contract unless or until an increase in the County budget is approved by the Commissioners Court. If this Contract is renewed under Section 2.2, it is understood and agreed that the amount set forth in the "Budget" will be amended, as necessary, for each Renewal Term to reflect those amounts approved by the Commissioners Court in its budget process for that Contract Term.

6.2.2 **Fiscal Year Division.** Contractor expressly agrees that County funding obligations can ONLY be incurred for the portion of any Contract Term corresponding to a time period included in the approved budget for any one Fiscal Year.

6.2.3 **Budget Period Limits.** In no event shall any provision of this Contract or any agreement subject to this Contract be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Payments by County during the Initial Term or any Contract Term shall be subject to the Fiscal Year limitations applicable to this Contract.

7.0 INVOICING AND PAYMENT

7.1 Request for Payments.

7.1.1 Monthly Request. Each month during any Contract or Renewal Term, Contractor shall file, within the time limits set forth in this Section 7.0, and pursuant to applicable requirements of this Contract, the complete and correct (as determined by County Department) Request for Payment form(s) (Attachment E) and complete backup documentation. Contractor agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, purchase orders or other information, will be reviewed by County during monitoring visit(s), and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such, as determined by County.

7.1.2 Timely Filing of Request.

(a) Filing. The Request for Payment form(s) shall be filed with the Department within fifteen (15) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Request for Payment form(s) may impact the ultimate receipt of payment by Contractor. County shall pay Contractor for authorized expenditures, as determined and approved by the County Department reported in that Request for Payment within thirty (30) days of receipt by Department of that complete and correct (as defined in this Contract) Request for Payment in accordance with the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251).

(b) Request Limitation. County shall not be liable to Contractor for any costs incurred and paid by Contractor in the performance of this Contract which are not billed to County under the applicable terms of this Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of this Initial Contract Term (or any Contract Term, as applicable to the term in which the services were provided), whichever occurs first. Costs billed by Contractor on or after the 61st day following provision of services or the termination of any Contract Term (whichever applies) shall be considered disallowed and may not be paid by County.

7.1.3 Content. Billing detail must include, at a minimum, that information set forth in Section 18.2, and other applicable provisions, of this Contract. Contractor may only request payment for actual costs incurred and paid by Contractor pursuant to the terms of this Contract.

7.1.4 Complete and Correct Request. Contractor understands and agrees that the payment by County of the Request for Payment amount will only be made where a complete and correct Request for Payment is determined by County to have been filed.

7.1.5 Contractor Corrections. If County determines that corrections and/or changes to the Request for Payment are necessary, the Request for Payment will be returned to Contractor and those corrections or changes must be made by Contractor prior to the Request for Payment being certified by County for Payment as complete and correct. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to Department result in the delay of the certification of a Request for Payment (or "invoice") by County, Contractor understands and agrees that the time for payment under the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251) will not begin to run until that invoice has been corrected so that it is, as determined by County Department, correct and complete as necessary for certification by County. The time for payment under the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251) will only begin at the receipt of the Request for Payment by Department of what is determined, pursuant to this Subsection 7.1.5 and other applicable provisions, to be a complete and correct Request for Payment.

7.1.6 County Correction. At any time that County discovers a discrepancy in an invoice that would result in Contractor receiving up to Five Dollars (\$5.00) less than the amount invoiced, County may contact Contractor for written permission (via email or fax) to adjust the invoice according to the County's determination. Upon receipt of such written permission, County may adjust the invoice as agreed to by Contractor, and Contractor agrees to accept the resulting payment as payment in full; no further accounting will be made nor will any future payments be adjusted related to the amount so waived by Contractor under this provision. Contractor understands and agrees that consent under this Subsection 7.1.6 constitutes a complete and total waiver of the amount deducted from the total invoiced amount. This provision allowing for correction by County of a Request for Payment will ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Request for Payment; at any time that the discrepancy involves and increase in the amount to be paid, the Request for Payment will be returned to Contractor for correction.

8.0 CONTRACT FUNDS RESTRICTIONS

8.1 County Payment.

8.1.1 Reimbursement Only. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by County under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by County.

8.1.2 Department Determination. County and Contractor also agree that determination of allowable expenses and payment of Contract Funds will be directed by County Department.

8.1.3 Pre/Post-Term Debts. County shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; for any payment for services or activities not provided pursuant to the terms of this Contract.

8.2 Maintenance of Funds. The Contractor shall deposit and maintain all monies received under this Contract in either a separate numbered bank account or in a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect and identifies revenues and expenditures for the monies received under this Contract from County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Section 8.2 upon request of County.

8.3 Allowable Costs - Direct Performance. References to reimbursable costs in this Contract refer only to those costs or expenses authorized to be paid by County to Contractor under the terms of this Contract by Contract Funds. Costs shall be considered allowable only if, as determined by County, those costs are:

- (a) incurred and paid by Contractor directly and specifically in the performance of this Contract; and
- (b) incurred and paid by Contractor pursuant to all requirements of this Contract; and
- (c) incurred and paid by Contractor in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles.
- (d) included and identifiable in Contractor's budget document attached to this Contract as required in this Contract.

(e) incurred and paid as set forth in Section 8.1.1, and other applicable provisions.

8.4 **Indirect Costs.** Indirect Costs, as defined by generally accepted accounting principles, are not considered to be allowable costs under this Contract.

8.5 **Specific Prior Authorization- Items NOT in Contractor's Budget.** Section 8.3 notwithstanding, if the following are NOT in Contractor's specific budget documents (specific inclusion in the budget document will be considered approval), County's **prior** written authorization, through County Department, by the County Judge, is required in order for the following to be considered allowable costs, and therefore reimbursable under this Contract:

8.5.1 **Non-Expendable Capital Acquisition.** Purchases of any non-expendable Capital Acquisition Property which meets the following criteria:

(a) The following if with a value of more than \$500.00: Fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubators.

(b) any other tangible non-expendable property with a value of more than \$5,000.00.

8.5.2 **Facilities.** Alteration or relocation of facilities.

8.5.3 **Professional Services.** The acquisition of all consultant or professional services, as may be approved under the terms of this Contract. All consultant or professional services must be documented utilizing the appropriate County form.

8.5.4 **Out Of Town Travel.** Out of town travel shall be approved/reimbursed pursuant to Section 8

8.5.5 **Notification.** Contractor shall provide County, through Department, written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Request for Payment related to such vendor or subcontractor in order to ensure timely payment.

8.5.6 **Failure to Obtain Approval.** Any costs which are described by this Subsection 8.5 which are incurred by Contractor without the required approval may be considered disallowed; and may not be paid by County; or payment may be delayed.

8.6 **Out of Town Travel Expenses.**

8.6.1 **Allowable Travel.** In order to be considered a reimbursable expense under this Contract, all travel must be for a purpose directly related to the provision of services under this Contract (with supporting documentation available for review by County). Individual(s) included in travel must either be employees or volunteers who must participate in such travel in order to further the provision of services provided under this Contract. Final determination of such relationship shall be made solely by County and Contractor understands and agrees that, if Contractor is in doubt about the relationship of the travel or participants to County services, it is the Contractor's obligation to secure written County determination prior to incurring the travel cost, or risk such costs being disallowed by County.

8.6.2 **Budget.** Travel will be considered approved only if the expense of such travel is included in Contractor's budget and the details of the travel have been provided according to the Out Of Town Travel Form ("Travel Form") attached to this Contract as Attachment E(v). If that Travel Form has not be completed and included in this Contract, then the Travel Form must be completed and submitted to County through the County Department for written approval by the County Judge or her designated representative prior to the

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travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to incurring such expense. Expenses set out in the Travel Form must meet the requirements in Section 8.6.4 below and must fall within the amount set forth in Contractor's budget for travel.

8.6.3 Failure to Obtain Approval. Any costs incurred related to travel without the approval required under this Section 8.6 may be considered disallowed; and may not be paid by County; or payment may be delayed.

8.6.4 County Policies. Expenses for travel and attendance to destinations outside the City of Austin/Travis County are NOT considered an allowable expense and will not be reimbursable under this Contract unless those expenses meet the following criteria (and documentation is provided/made available supporting compliance with these requirements) and all requirements of this Section 8.6:

(a) Mileage -

- Reimbursed at the annual standard rate set by the Internal Revenue Services.
- Starts from the employee's regular work place on business workdays and from the employee's home on non-work days and holidays.
- Travel out of county greater than 1000 miles round-trip - transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance.
- Transportation expenses include lodging, meals and mileage incurred as a result of driving rather than flying.

(b) Air Fare -

- Not to exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance

(c) Accommodations -

- Based on rates, plus taxes, quoted by the lodging place if government rates are not available.
- Supporting documentation of lodging place and quoted rates must be provided

(d) Meals -

- \$39.00 per day including gratuities without receipts
- OR
- Up to \$50.00 per day for meals and gratuities up to 15% if receipts are submitted
- Only if required to be away from home overnight
- No reimbursement for alcoholic beverages

(e) Incidental Expenses -

- Actual costs of car rentals, taxi fares, parking fees, and bus fares if receipts are attached
- Mileage for two round trips to airport if choose to get a ride instead of parking
- Cab fare to and from airport
- No reimbursement for extracurricular activities such as golf, tennis, entertainment, movies, tours or sport events
- No payment for fines for violation of the law such as parking tickets, speeding tickets, etc.
- No payment for food and/or beverages provided at meetings or in-house training

(f) Alternate Travel -

- May be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative if pre-approved

Out of town travel expenses under this Section 8.6 which do not meet the specified County criteria cannot be approved by the County Judge, but would have to be taken to the Commissioners Court for approval PRIOR to travel. All out-of-town travel expenses must be included in Contractor's budget.

8.7 **Overtime Compensation.** Contractor may use any Contract Funds to pay overtime and/or the associated fringe benefits on such overtime if the overtime meets the following requirements:

- (a) Amount is included in the Contractor's budget; and
- (b) Amount is actually incurred by a Contractor employee who holds a position which is included in the budget for reimbursement by County Funds (as documented by a signed timesheet); and
- (c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and
- (d) Contractor maintains and implements a written policy concerning overtime compensation which manages and controls the use of overtime to minimize the need for overtime compensation.

8.8 **Non-Allowable Costs.** The following are not reimbursable costs, whether incurred directly or indirectly in performance of this Contract and may not be included in Contractor's budget:

- (a) Other Post Employment Benefits (OPEB) for employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits.
- (b) Employee recognition, rewards, or awards other than performance pay pursuant to compensation schedules.
- (c) Entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the Contract will pay for an employee's own meal and beverage expenses incurred during out-of-town trips or conferences related to services provided under this Contract if properly budgeted and if incurred according to the Contractor's travel policy as approved by County.
- (d) Legislative consultant services.
- (e) Donations to non-profit or private organizations.
- (f) Legal services provided to Contractor.
- (g) General consulting services that are not directly provided as a specific program service.

9.0 RETURN OF CONTRACT FUNDS

9.1 **Contractor Liability.** Contractor shall be liable to County and refund money paid and/or advanced to Contractor upon a determination by County that payment or advance:

- 9.1.1 has resulted in overpayment
- 9.1.2 has not been spent strictly in accordance with Contract terms
- 9.1.3 exceeds the total expenditures actually reported by Contractor
- 9.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s)
- 9.1.5 was inappropriately transferred according to Section 11.0

9.2 **Return of Funds.** Return of funds under this Section 9.0 shall be made by Contractor to County within thirty (30) days of request by County. County may offset the amount of any funds owed under this Section against the next advance or payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

10.0 AUDIT

10.1 Annual Audit. Unless otherwise authorized by County, through Department, under the terms of this Contract, Contractor shall arrange for the performance of an annual (at least one time during each consecutive 365-day period) financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

10.1.1 Single Audit.

a. Single Audit Act Application. For each Fiscal Year included within a Contract period specified in Section 2.0 ("Contract Term") of this Contract in which Contractor expends a total of \$500,000 or more in Federal awards from all sources, Contractor shall have an audit conducted in accordance with the Single Audit Act of 1984, 31 U.S.C., Section 7501 et seq., and OMB Circular No. A-133, "Audits of States, Local Government and other Non-Profit Organizations."

b. No Single Audit Act Application. Contractors not subject to the Single Audit Act, and expending \$500,000 or more during the Contractor's fiscal year must have a full financial audit performed. If less than \$500,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

c. Performance Requirements. The audit or review must be:

(i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

(ii) made in accordance with generally accepted auditing standards and procedures for a non-profit organization and auditing standards (including a Statement of Functional Expenses) as stated in the "American Institute of Certified Public Accountants Industry Audit Guide - Audits of Voluntary Health and Welfare Organization;" and

(iii) provided for any/each of Contractor's Fiscal Years in which County Funds are provided.

10.1.2 Entire Operations Option. At the option of Contractor, each audit or review required by this Section 10.0 may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered Contract Funds.

10.1.3 Financial Records. Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to Contract Funds.

10.1.4 Copies. Contractor shall provide two (2) copies of its most recent report of the complete financial audit and the auditor's opinion and management letters, or the review, to County through Department within 180 days of the end of the Contractor's fiscal year end, unless County approves alternative arrangements in writing. In any event, such copies shall be provided no later than September 30 of each year in which County funds are received under this Contract. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports. Copies of the report shall also include the auditor's opinion and letters to management. Reviews and audits performed under Section 10.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide

such copies in a timely manner may result in delay of payment, suspension or termination of the Contract by County.

10.1.5 Continued Obligation. The expiration or termination of this Contract shall in no way relieve Contractor of the obligation to meet the requirements of this Section 10.0 in the manner or format prescribed by County.

10.1.6 Cost of Audit. Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 10.0 may be considered an allowable cost and reimbursable under this Contract if the following requirements are met:

(a) cost is included in Contractor's budget, with the Subcontractor providing such services correctly identified; and

(b) the cost billed to County is no greater than the percentage relationship of County Contract Funds to Contractor's total annual budget, with the cost of the audit being a reasonable cost for such services as agreed to by County. For example, if the total amount of County Contract Funds provided under this Contract is ten percent (10%) of the total Contractor annual budget, then County Contract Funds may be used to reimburse up to ten percent (10%) of the total cost of the annual audit.

10.2 County Audit. Notwithstanding Section 10.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit of the Contract. Contractor agrees to permit County or its authorized representative, to audit Contractor's records and to obtain any documents, materials, or information necessary to facilitate such audit.

10.3 Facilitation. Contractor shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 10.0 that County may reasonably require of Contractor. Such action shall include provision of access to Contractor's facilities during Contractor's regular business hours for County to conduct an audit, and the County shall consider reasonable times and places to review records or interview individuals. Adequate and appropriate workspace shall be made available to County or their designees, and all requested records shall be made readily available.

10.4 Contractor Audit Records.

10.4.1 Content. Records of Contractor, its subsidiaries, Subcontractors and affiliates subject to audit shall include, but not be limited to accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies and services and all other costs of expenses of whatever nature relating to this Contract (all the foregoing to be referred to as "Records").

10.4.2 Subcontractors. Contractor shall require all Subcontractors, sub-consultants, insurance agents, contractors, and suppliers related to this Contract to comply with the provisions of this Section 10.0, and any other provisions so designated within this Contract, by inserting the requirements in this Section 10.0 in any written contract agreements executed between the Contractor and other related parties.

11.0 TRANSFER OF FUNDS. Notwithstanding Section 4.0, and as specifically applicable, Contractor may transfer funds without a written amendment to this Contract **ONLY** if **ALL** of the following requirements are met:

11.1 the transfer moves funds **ONLY** between line items within the **SAME** funding source (as set forth in Section 6.0) and program ("Program"). IF Contractor is uncertain as to the definition of "line item" and "program" as used in this provision, Contractor is responsible for contacting Department for a determination as to the applicability of

this requirement to the Contractor's request for transfer; and

11.2 the cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than ten percent (10%) of the Contract total for that Program shown in Section 6.1; and

11.3 the transfer will not change the scope or objective of the programs funded under this Contract, solely as determined by County through Department prior to transfer; and

11.4 Contractor submits a budget revision form to the County through Department prior to, or simultaneously with, the submission of the Contractor's first monthly billing to the County following the transfer which shall reflect such changes.

11.5 Contractor agrees that failure to meet the requirements of Section 11.1 - 11.4 may result in any transfer of funds being disallowed; as such, the disallowed amount may not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 11.0, Contractor agrees to refund such payment in full to County within twenty (20) days of written request by County for such refund.

12.0 FORMS

12.1 **W-9 Taxpayer Identification Form.** Contractor shall provide the County Purchasing Agent with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor. Contractor understands that this W-9 Form must be provided to the County Purchasing Agent before any Contract Funds are payable. If there are any changes in the W-9 form during the Initial Term or any Renewal Term of the Contract, Contractor will immediately provide the County Purchasing Agent with a new and correct W-9 form. Failure to provide such form within the time required may result in delay of payment, suspension or termination of the Contract, or other action as deemed necessary by County. Any changes in the W-9 Form are also subject to the requirements of Sections 26.0 and 28.0, as applicable.

12.2 **IRS 990 Form.** Contractor shall provide the Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 (Return of Organization Exempt From Income Tax) for each calendar year within 180 days of the Contractor's fiscal year end, but no later than September 30 of each year in which County funds are received under this Contract. If Contractor has filed an extension request which prevents the timely provision of the form 990, Contractor shall provide the Purchasing Agent with a copy of that application for extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of any final document(s) immediately upon receipt of such document(s).

13.0 OUTSTANDING DEBT.

13.1 **Assignment for Taxes.** Notwithstanding anything to the contrary contained in this Contract, if Contractor is delinquent in the payment of property taxes, or of any taxes due to Travis County, at any time of invoicing for payment, Contractor hereby assigns any payment and/or advance to be made for services and performance provided under this Contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector.

13.2 **Disbursements to Persons With Outstanding Debt.** Contractor agrees that:

13.2.1 Disbursements to persons with certain outstanding debt is prohibited by Section 154.05 of the Texas Local Government Code.

13.2.2 Pursuant to Section 13.2.1, if notice of indebtedness has been filed with the County Auditor

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or County Treasurer evidencing the indebtedness of Contractor to the State, the County or a salary fund, a warrant may not be drawn on a County fund in favor of the Contractor, or an agent or assignee of Contractor until:

- (a) the County Treasurer notifies the Contractor in writing that the debt is outstanding;
- and
- (b) the debt is paid.

13.2.3 "Debt" as used in this Section 13.0 includes delinquent taxes, fines, fees and indebtedness arising from written agreement with the County.

13.2.4 County may apply funds County owes Contractor to the outstanding balance of debt for which notice is made under Section 13.2.2 above if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.

13.3 **Payment of Taxes.** Contractor agrees that Contractor will be liable for compliance with all federal, state, and local laws and requirements regarding: income tax, payroll tax, withholding, excise tax and any other taxes. Contractor accepts responsibility for the compensation of employees for purchasing any liability, disability or health insurance coverage deemed necessary by Contractor or required by law and for providing federal and state unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Contractor will not be treated as an employee of County with respect to the services performed under the terms and conditions of this Contract for federal and state tax purposes. If Contractor is not a corporation, Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law. Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. County will not be responsible for payment of any of the above costs of Contractor.

13.4 **Non-delinquency on Federal Debt.** Contractor, by signing this Contract, certifies that Contractor is not delinquent in repaying any Federal debt; has not been judged to be in default on a Federal Debt; and has not had a judgment lien filed against it as a result of a Federal debt. Failure to maintain this status will result in action by County up to and including termination of this Contract.

VI. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

14.0 CONTRACTOR PERFORMANCE

14.1 Services and Activities.

14.1.1 **Requirements.** During any Contract Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, (based on information and data as provided by and through Department) services and activities in accordance with the terms of Attachment A, "Work Statement" Attachment B, "Special Conditions (if applicable)" and Attachment C, "Program Budget;" and with all other terms and conditions stated in this Contract.

14.1.2 **Failure to Perform.** In the event of Contractor's non-compliance with any term of this Contract, including, but not limited to timely submission of any report, record or notification, County may impose such sanctions as determined to be necessary by County, including, but not limited to:

- (a) Withholding of payments to Contractor under the Contract until Contractor complies with the term of the Contract:
- (b) Suspension, termination or cancellation of the Contract, in whole or in part.

The above actions by County may be taken in addition to any other specific action set forth in any provision of this Contract or allowed by law.

14.1.3 Assurance of Intent. Whenever County in good faith has reason to question Contractor's intent to perform, County may demand that Contractor provide to County written assurance of their intent to perform. In the event a demand is made by County and Contractor gives no assurance within thirty (30) days of receipt of the written notice of such demand, County may treat this failure as an anticipatory repudiation of this Contract.

14.2 Policies.

14.2.1 General Policies. The Contractor is required to maintain written policies and procedures approved by its governing body and to make copies of all policies available to the County Department upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel; Client and Personnel Grievance (as further set forth in Section 5.2.2); Nepotism; Non-Discrimination of Clients; Drug Free Workplace; the Americans With Disabilities Act; and any other policies or procedures as might be required by law or reasonably required by County.

14.2.2 Grievance Policies.

a. Procedure. Contractor shall, and shall require all Subcontractors to, have in place an appropriate written grievance review procedure to receive and resolve complaints and shall provide the County Department with a copy of such procedure immediately upon request by County. County has no responsibility for resolution of any grievances or complaints against Contractor regarding any services provided in relation to this Contract, and Contractor agrees to advise Subcontractors of such in any agreement with Contractor for provision of services related to this Contract. Included in the procedure will be the obligation of Contractor to make timely written communication to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County.

b. Monitoring. Contractor agrees that specific grievances and complaints will be monitored and a mechanism utilized to track and promptly resolve any participant issues, problems, or complaints. Records of the resolution of grievances shall be maintained by Contractor and made available for monitoring by County through the County Department.

14.3 Contractor Communication. Contractor and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract shall initially be presented by Contractor to the County Department through the County Judge.

14.4 Miscellaneous Provisions.

14.4.1 Other Agreements. It is understood and agreed by both Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by the Parties.

14.4.2 Non-retaliation. Contractor may not discriminate or retaliate in any way against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation or any suspected illegal activity by Contractor to County or to any appropriate law enforcement authority, if the report is made in good faith.

14.4.3 Contractor Responsibility. Contractor shall bear full responsibility for the integrity of fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from County; compliance with County rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and County's monitoring processes. Ignorance of any Contract provision(s) shall not constitute a defense or basis for waiving or appealing such provisions of requirements.

14.5 Directors' Meetings. Contractor shall keep on file copies of notices of Directors' Meetings, Board Meetings, or Subcommittee or Advisory Board meetings and copies of minutes from those meetings. Upon request by County, copies of any of the above shall be provided to County Department.

14.6 Ownership of Property.

14.6.1 Capital Acquisition Property ("Property"). For purposes of this Contract, "Capital Acquisition Property" (or "Property") shall be considered to be any tangible, non-expendable property purchased with Contract Funds.

14.6.2 Title. To the extent that Contract Funds are used to purchase any Property, title to such Property shall vest in Contractor subject to the requirements of this Section 14.6.

14.6.3 Notice. Written notification must be given to the County Purchasing Agent pursuant to the "Notice" provision of this Contract within five (5) calendar days of delivery of Capital Acquisition Property, and County will then effect identification and recording of such Property for inventory purposes. Written notification must be given to the County Purchasing Agent within five (5) calendar days of any change in the status of such Property related to the terms of this Section 14.6. The Contractor shall maintain adequate accountability and control over such Property, shall maintain adequate Property records, and shall perform an annual inventory to be reported to the County Purchasing Agent no later than September 30 of each year in which Contract Funds are received, and for up to two years after the termination of this Contract (or the time which title vests in Contractor under Section 14.6.7) as required under Section 14.6.9. Records and reports shall contain the necessary information and documentation to support compliance with this Section 14.6.

14.6.4 Encumbrances. Contractor shall not give any security interest or lien in, or otherwise encumber such Property purchased with Contract Funds.

14.6.5 Budget. Property purchased by Contractor must be included and identified in Contractor's budget.

14.6.6 Contract Use. Property may only be purchased utilizing Contract Funds if such Property will be utilized by Contractor to provide or further the provision of the services purchased by County under this Contract. Such Property may also be used outside the area of this Contract only if such use does not interfere with or diminish the work required under this Contract. Within the limits of this Section 14.6, Contractor shall continue to use such Property in a manner which supports provision of the services provided under this Contract throughout the term of this Contract and for two years after the termination of this Contract (or the time when title vests in Contractor under Section 14.6.7).

14.6.7 Time Limit. Limitations of this Section 14.6 only apply to Property which is less than twenty-four (24) months old. Once any Property is more than twenty-four (24) months old, the requirements of this Section 14.6 cease to apply, and the title to the Property shall vest in Contractor free and clear of any obligations to County.

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14.6.8 Trade or Sale. If Contractor uses such Property as a trade-in or sells such Property, the proceeds shall either be used to purchase replacement equipment for a similar use or returned to County through the Purchasing Agent. Contractor shall notify the Purchasing Agent of such disposition and the identity of the new Property where replacement equipment is purchased. All requirements of this Section 14.6 shall attach to such replacement Property with time requirements as to the new Property beginning the date of purchase.

14.6.9 Certification. Contractor (through its Executive Director or other authorized signatory) shall provide annual written and signed notice to the Purchasing Agent regarding all Property and certifying the continued use of such Property in compliance with this Section 14.6. This Certification shall be included with the annual inventory provided under Section 14.6.3.

14.6.10 Failure to Continue Use. If Contractor cannot continue to meet the requirements of this Section 14.6 regarding Property, then Contractor shall either provide cash compensation for such Property to County in an amount equal to the fair market value of the Property (as agreed to by County), or return such Property to County through the Purchasing Agent, or request in writing disposition instructions from the Purchasing Agent which instructions shall then be followed by Contractor.

14.6.11 Responsibility. Contractor shall assume responsibility for the protection of all physical property and equipment (Property) purchased under this Contract, and shall take appropriate measures to meet this obligation. Contractor shall furnish the County Purchasing Agent with a written, factual report of the theft of, or damage to, any Property purchased under this Contract. In the event of any theft, vandalism, or other offense against the Property, Contractor shall notify the appropriate local law enforcement authorities and the County Purchasing Agent immediately.

14.6.12 Competitive Bidding. Contractor shall ensure that all purchases made using County Contract Funds provided under this Contract, either by Contractor or Subcontractor(s), will be made according to established and applicable statutory requirements relating to competitive bidding.

14.7 **Long-Term Strategic Planning.** Contractor agrees to participate to the extent possible in the long-term strategic planning process as developed and reasonably requested by the Probate Court No. 1.

14.8 **Insurance.**

14.8.1 Requirements. Contractor shall have, and shall require all Subcontractors providing services under this Contract to have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards as set forth in Attachment F, "Insurance Requirements." Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment F, "Insurance Requirements," may be imposed.

14.8.2 Submission of Certificate. Contractor shall submit to the County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Contract by the Parties. Contractor shall not begin providing services under this Contract until the required insurance is obtained and until such insurance certificate has been received by the County Purchasing Agent.

14.8.3 No Liability Limitation. Acceptance of insurance by County shall not relieve or decrease the liability of Contractor with regard to its responsibilities under this Contract and shall not be construed to be a limitation of liability. Contractor shall provide new Certificates of Insurance within ten (10) working days of any Renewal Term of this Contract under the terms of this Section 14.8.

14.8.4 **Review and Adjustment.** County reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or Contractor. Contractor shall not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract term.

14.9 **Indemnification and Claims.**

14.9.1 **INDEMNIFICATION.** Contractor agrees to and shall indemnify and hold harmless County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("claims"), for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, whether such injuries, death or damages are caused by Contractor's sole negligence or the joint negligence of Contractor and any other third party. This indemnification shall apply to any claims arising in connection with any alleged or actual infringement of existing license, patents or copyrights applicable to materials used or produced under this Contract.

14.9.2 **Claims Notification.** If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor shall give Department written notice within three (3) working days of being notified of this claim or threat of claim. Such notice shall include: written description of the claim; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 26.0 of this Contract. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

14.10 **Materials and Publications.** When material not originally developed by Contractor is submitted or included in a report, it shall have the source properly identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations Section 401.14 or Federal Acquisition Regulations 52.227.1.

14.11 **Rights, Copyrights, Patents, and Licenses.**

14.11.1 **Property of County.** All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material created and/or submitted by Contractor under the terms of this Contract shall become the property of County. Contractor may publish the results of the Contract performance at its expense with prior County review and approval. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767, (the year of publication), All Rights Reserved." If Contractor is the copyright holder, any publication shall include acknowledgment of the support received from County. At least six copies of any such publication must be provided to County through County Department. County reserves the right to require additional copies before or after the initial review.

14.11.2 **Copyright.** All work performed pursuant to the terms of this Contract that results in the production of original books, manuals, films, or other original material is the exclusive property of County. All right, title, and interest in and to said property shall vest in County upon creation. All work performed shall be

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deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract.

To the extent that title to any such work may not, by operation of law, vest in County or such work may not be considered a work made for hire, all rights, title and interest in such works are hereby irrevocably assigned to County. County shall have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor agrees to give County and agrees to require its Subcontractors to give County, or any person designated by County, all assistance required to perfect the rights defined in this provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract according to the terms of this Contract.

14.11.3 Adherence and Indemnification. Contractor warrants and agrees that all applicable copyrights, patents, and licenses which may exist on materials used in this Contract have been adhered to; and that County shall not be liable for any infringement of those rights; and any rights granted to County shall apply for the duration of this Contract and for ten (10) years after termination of this Contract. -

14.11.4 License to Use. To the extent that title to any work may not, by operation of law, vest in County or such work may not be considered a work made for hire or be assigned to County, Contractor hereby grants to County an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise, make disposition of, prepare derivative works, distribute to the public, to perform, and to display publicly, for or on behalf of County according to law, any material (including software) that may be developed as part of the work under this Contract. If Contractor does not assert a copyright interest, any and all material developed by Contractor in the course of or pursuant to this Contract is an open record.

14.12 Miscellaneous Responsibilities.

14.12.1 Employee Offenses.

(a) Client Contact. Contractor agrees that no Employee ("Employee" being defined under this Section 14.12.2 as including volunteers or other persons working under the direction of Contractor in the provision of services under this Contract in a manner which involves direct Client contact) shall provide services in a manner which involves direct Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE

(b) Procedure. Contractor agrees to have in place a written policy and procedures for verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 14.12.2 of any Employee having direct contact with County clients, and shall maintain evidence of having processed all Employees through such procedure. Such policy and procedure must also address the evaluation and monitoring of Employees convicted of an offense under the TEXAS CONTROLLED SUBSTANCES ACT, but does not have to prohibit direct Client contact where Contractor determines, and documents the grounds for such determination, that such contact would pose no risk to the Eligible Client. Contractor shall also have in place a procedure for addressing the work of any employee alleged to have committed an offense listed under this section in a manner which will afford reasonable protection to Eligible Clients until such allegation is resolved.

(c) Waiver. In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 14.12.1, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the County Judge, for a determination as to such request for waiver.

(d) **Subcontractors.** This Section 14.12.1 shall also apply to any employees of Subcontractors who have direct Client contact, and Contractor shall ensure that all Subcontractors have procedures in place to ensure compliance with this Section 14.12.1.

14.12.2 **Offense Report.** Contractor shall promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

14.12.3 **Qualifications.** If specific qualifications are set forth in job descriptions required by County, or attached to any position related to providing of services under this Contract, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the County.

15.0 WARRANTS, AND ASSURANCES

15.1 **Eligible Client Warranty.** Contractor agrees that County is only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County. To assure that County Contract Funds are spent for the provision of such authorized services in furtherance of such public purpose, Contractor warrants that the percentage of Eligible Clients (as defined by this Contract) receiving services under this Contract and funded by County Contract Funds compared to the total number of clients being served by Contractor under Contractor's total budget is equal to or greater than the percentage of County Contract Funds to total Contractor budget, and that County Contract Funds will be used by Contractor only for those purposes stated and agreed to under the terms of this Contract.

15.2 **Accurate Information.** Contractor warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

15.3 **No Duplication.** Contractor agrees that Contractor will report and receive payment for each service/Client solely from County Contract Funds pursuant to the terms of this Contract; and that there will be no duplicate payments from other sources for the same services paid for by County Contract Funds. Contractor will also ensure that this provision and prohibition of duplicate payment for services be included in any Subcontracts.

15.4 **Benefit.** Contractor agrees that all funds paid to Contractor under this Contract are paid in trust for the exclusive benefit of Eligible Clients and for the payment of allowable expenditures as set forth in this Contract.

15.5 **Maintenance of Effort.** Contractor agrees that Contract Funds may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Contractor had this Contract never been executed.

15.6 **Debarment, Suspension and Other Responsibility Matters.** This Section 15.6 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Contractor, by signing this Contract, hereby warrants and certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.

(b) have not within a three-year period preceding this Contract been convicted of or had a civil

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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;

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

(d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Section 15.6, Contractor shall provide a written explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

16.0 COMPLIANCE

16.1 **Federal, State and Local Laws.** Contractor shall provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract and governing Contractor's general conduct of business, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"), Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512, and Occupations Code, Chapter 159, at Sections 159.003 and 159.004; Contractor shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

16.2 Confidentiality.

16.2.1 **Method.** Contractor shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with the applicable Federal, State and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the lawful right of access to Eligible Client information.

16.2.2 **Limited Access.** Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, through Department, in writing, any relevant requirement precluding County's access to Eligible Client information including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information.

16.2.3 **Masking.** Upon authorization from County, through Department, to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluative duties in any way.

16.2.4 **Collaboration.** If applicable, Contractor shall execute and have on file copies of memorandums of understanding or other agreements with other governmental entities within Travis County and/or the City of Austin with whom Contractor will be sharing or obtaining participant information related to enrollment of Clients for services provided under this Contract.

16.2.5 **Privacy.** Contractor shall, and shall ensure that all Subcontractors, comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law, and shall maintain patient and client records in compliance with state laws relating to the security and retention of medical or patient records. Contractor shall, and shall ensure that its Subcontractors, maintain all medical records in accordance with all applicable statutes and regulations governing medical information.

16.3 **Certification of Software, Hardware, Firmware and Micro Code Products.** Contractor certifies that any supplied or supported software, hardware, firmware and micro code products used individually or together as a system to comply with Contract requirements shall operate accurately in the manner in which they were intended when given a valid date containing century, year, month and day.

16.4 **Texas Public Information Act.** The Parties agree that this Contract, and all performance under this Contract, and all information obtained by County in connection with this Contract is subject to applicable provisions of the Texas Public Information Act, TEX. GOV'T. CODE, Chapter 552, and all legal authorities relating to such Act, including, but not limited to, decisions and letter rulings issued by the Texas State Attorney General's Office.

17.0 RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS

17.1 Retention of Records

17.1.1 **Time Requirement.** Contractor shall create and maintain all records and reports required and/or created relevant to performance under this Contract, including but not limited to those specifically set out in this Section 17.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County, or three (3) years after the end of the final Contract period, whichever occurs later.

17.1.2 **Document Destruction.** Contractor agrees that it will not destroy or alter any document in order to prevent its use in any official proceeding (for example, federal, state or local investigation, bankruptcy, etc.)

17.2 Client Records.

17.2.1 **Maintenance.** Contractor shall create and maintain all records regarding Eligible Clients that include the information on which Contractor relies to determine the Client's eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Contractor shall maintain all medical records in accordance with all applicable statutes (including but not limited to HIPAA) and regulations governing medical information.

17.2.2 **Unduplicated Client Records.** Contractor shall maintain records for those Eligible Clients participating in programs designated by County Department from which an Unduplicated Client count can be determined. Contractor shall maintain a separate record for each unduplicated client. This client record shall contain at least the following information:

- (a) Name
- (b) Application date
- (c) Residential address and phone number
- (d) Date of Birth
- (e) Household Income

- (f) Eligibility information
- (g) Service rendered
- (h) Any support documentation
- (i) Family status
- (j) Number in household
- (k) Enrollment Date
- (l) Exit Date

Each Unduplicated Client reported in the Performance Report for designated programs shall correspond to a separate client record and support the services rendered to that Unduplicated Client.

17.3 **One-Time Services.** In addition to those records required under Section 17.2, Contractor shall create and retain records indicating the number of recipients of one time services such as information and referral services, group education services, outreach education, crisis/help lines, anonymous services, provision of food, clothing and one-time basic needs services. Such records shall show the number of clients served and the type of Contract services provided. An individual Unduplicated Client record for these recipients is not required. Other Eligible Client records will be maintained by Contractor at County's request.

17.4 **Fiscal Records.** Contractor shall create and maintain all necessary fiscal records and documentation required under this Contract and as necessary to support performance of this Contract.

17.5 **Access.** Contractor shall give County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor.

17.6 **Adjustment.** Contractor may, at any time, request in writing to the County Judge that County clarify or provide a waiver of all or a portion of the record requirements in this Section 17.0. Only waivers under this Section 17.6 granted by County Judge in writing will be effective to change any requirement in this Section 17.0.

17.7 **Rights to Materials.** Subject to the applicable requirements of this Sections 17.0, all reports, charts, schedules, records, or other appended documentation of Contractor which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Contractor to County or created by Contractor under this document are the property of County.

18.0 REPORTING REQUIREMENTS

18.1 **Performance Reports.**

18.1.1 **General Performance Reports.** Contractor shall submit data in accordance with the terms of Attachment D, "Performance Report Format," in Quarterly Performance Reports to be delivered to County as required by County according to the schedule in this Section 18.1.1. This quarterly Performance Report will be submitted to Department as an attachment to the Request For Payment (see Section 7.1) submitted for the last month of the quarter to which it relates. Performance Reports will identify data as it relates to different funding sources where applicable. Reports shall be required according to the following timeline:

| <u>Period Covered</u> | <u>Report Due Date</u> |
|------------------------------|-------------------------------|
| October 1 - December 31 | January 20 |
| January 1 - March 31 | April 20 |
| April 1 - June 30 | July 20 |
| July 1 - September 30 | October 20 |

Reports shall be in a format approved by the Judge, Probate Court No. 1, or his designee. County may require performance reports to include intake and referral counts, characteristics of clients, services provided, and data to be used in evaluating program impact.

18.1.2 **Modification to Performance Reports.** County may recommend additional performance measures to be included by giving Contractor written notice of such proposed changes. Unless Contractor provides County with written opposition to the proposal within fifteen (15) days of receipt of notice, such changes will be considered added to the Contract and will constitute promised performance by Contractor without the necessity of a written Amendment. Such changes will be effective as to reports filed by Contractor for services provided during the first full reporting period following the addition of the changes. If Contractor opposes the changes, County and Contractor will negotiate in good faith to develop amended performance measures pursuant to Section 4.0 of this Contract.

18.2 **Reimbursement Reports.** Pursuant to Sections 6.0 - 8.0, Contractor shall deliver to Department reports that provide all of the information requested in the Request For Payment and expenditure report, as required by County within fifteen (15) days after the end of the month to which the report relates. If Contractor fails to provide this information to County in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County under Sections 6.0 - 8.0.

18.3 **Final Close-Out Report.** Contractor shall deliver a close-out report as required by Department no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal).

18.4 **Financial Reports.** Upon request by County, Contractor shall deliver to Department copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance sheet and income statement, within thirty (30) days of completion of any such report and/or the latest such report created by Contractor.

18.5 **Additional Reports.** Contractor shall deliver to County Department within ten (10) working days, any and all special reports, data, and information which the County Project Director or her staff requests that Contractor make as a routine or special request including information as to the status, progress, and general nature of the work performed to date pursuant to this Contract.

18.6 **Changes in Reports.** Contractor shall promptly provide Department with written reports of any changes in any of the information, reports, and/or records provided to County pursuant to this Contract.

18.7 **Corrections.** County may require Contractor to correct or revise any errors, omissions or other deficiencies in any reports or services provided by the Contractor to ensure that such reports and services fulfill the purposes of this Contract. Contractor shall make the required corrections or revisions without additional costs to County.

18.8 **Legal Prohibition.** If Contractor is legally prohibited from providing any required or requested reports, it shall immediately notify County, through Department, in writing of this fact. Such notice shall include specific identification of the basis of the prohibition, including statutory citations as applicable, and shall be reviewed by County for final resolution.

18.9 **Annual Report.** Upon request, Contractor, through its Board members, will provide County an annual report which will contain the same data and be in the same format as that of the Reports described in Section 7.0 of this Contract. Those performance measures, including any changes made by agreement of the Parties during any Contract Term, are incorporated and made a part of this Contract. The Annual Report related to this Contract will be submitted by Contractor to Department no later than sixty (60) days following the ending date of the relevant Contract Term.

18.10 Other Funding Sources.

18.10.1 Other Source Reports. Upon request by County, Contractor shall provide County, through Department, copies of all evaluation and monitoring reports provided to Contractor from other funding sources listed under "Summary of Agency Revenue Sources" during the Contract Term.

18.10.2 Loss of Funding. In the event that Contractor incurs a termination or significant loss of funding (10% or more of Contractor's entire budget as well as any changes in total program funding that will significantly impact Contractor's ability to meet performance measures specific to this Contract) from sources other than County upon which Contractor depends for performance under this Contract, Contractor shall:

(a) Notify Department immediately in writing of such loss of funding, the amount involved and the services impacted;

(b) Provide Department with thirty (30) days written notice if the decrease in funding requires the termination of the Contract, in whole or in part, such notice to include a description of the service impact expected to result from such decrease.

(c) If Contractor and County mutually agree in writing to changes to this Contract necessary to absorb said decrease/termination of funding, this Contract may be amended pursuant to Section 4.0. County will only agree to said amendment if the re-negotiation process results in the continued provision of services at an effective level as reasonably determined by County.

(d) Any decrease in services agreed to by County and Contractor shall also reflect a comparable decrease in the funding obligations of County set forth in Section 6.0 of this Contract, as evidenced in writing in an amendment made pursuant to Section 4.0 of this Contract, said amendment to include the effective date of such change and the corresponding change to the monthly payment or reimbursement obligation of County.

18.11 Operations Plan. Contractor shall submit an operations plan and fund raising strategy for the next two (2) County fiscal years which specify semi-annual milestones for fund raising and service impact estimates as requested by the Judge no later than thirty (30) days after the end of Contractor's fiscal year.

VII. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

19.0 LIMITATIONS

19.1 County Approval.

19.1.1 County's Satisfaction. Sections 6.0 - 8.0 notwithstanding, the Parties expressly agree that County shall not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms of this Contract to County's satisfaction and with County's approval, which shall not be unreasonably withheld.-

19.1.2 Responsibility and Liability. Approval of County, and/or payment under this Contract by County, shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

20.0 COUNTY OBLIGATIONS

20.1 **Current Revenue Funds.** County shall make payments for invoices for performance of governmental functions and services under this Contract from current revenue funds available to County and set aside for this purpose. The parties agree that the payment made under this Contract is in an amount that fairly compensates Contractor for the services or functions performed under this Contract.

20.2 **Poverty Income Guidelines.** County, through County Department, shall notify Contractor of any changes in the Poverty Income Guidelines that occur during the Contract Term.

20.3 **County Confidentiality.** County agrees to keep confidential at all times all information that identifies clients and personnel and any other information received from Contractor if required to do so by law.

20.4 **Immunity or Defense.** It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of County relating to this Contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

20.5 **County Training.** In exchange for and in the furtherance of certain services which may be provided by Contractor, County may, in certain instances, within applicable County guidelines and policies, and with Contractor's agreement, offer specific training to Contractor and/or Contractor's employees, agents, or authorized representatives. Additional Contractor opportunities may be made contingent upon the successful completion of such training by County to the extent determined necessary by County.

VIII. SUSPENSION/TERMINATION

21.0 SUSPENSION. If Contractor fails to comply with any term of this Contract, including but not limited to failure to deliver reports as required by this Contract and/or failure to make corrections required by this Contract, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms of this Contract, County may, upon written notification to Contractor, suspend this Contract in whole or in part and withhold further payments to Contractor pending resolution of the issues supporting such suspension. Contractor agrees that Contractor shall not incur additional obligations of Contract Funds after receipt of such notice of suspension until Contractor is in compliance with the terms of this Contract or the reports of the financial review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's satisfaction as evidenced by written notice by County.

22.0 TERMINATION

22.1 **Reasons for Termination.** County shall have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.0 of this Contract for the following reasons:

22.1.1 **Failure to Comply.** Contractor has failed to comply with any term or condition of this Contract, including, but not limited to, the failure to deliver reports required by this Contract and/or make those corrections required by this Contract;

22.1.2 **County Funding Out.** During the budget planning and adoption process related to the second Fiscal Year included in the Contract Term, Commissioners Court fails to provide funding for this Contract for ~~the~~ that second County Fiscal Year following the beginning of the contract period;

22.1.3 **Contractor's Ability to Perform.** County finds that Contractor is in a financial condition that endangers Contractor's ability to perform this Contract; or Contractor is delinquent in the payment of taxes or

cost of performance of this Contract in the ordinary course of business; or Contractor is in a technical state of bankruptcy as defined by the Federal Bankruptcy Act and is subject to the appointment of a trustee, receiver or liquidator for all, or a substantial part, of Contractor's property or to the institution of bankruptcy, reorganization, rearrangement or liquidation proceedings by or against Contractor;

22.1.4 Contractor's Ability to Conform. Contractor is unable to conform to changes required by federal, state and local laws or regulations; or

22.1.5 Beneficial Results. County finds that Contractor is not producing results that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

22.2 Notification. County Purchasing Agent shall notify Contractor pursuant to the "Notice" provision of this Contract in writing at least thirty (30) days before the date of termination of the decision to terminate; the reasons for the termination; the effective date of the termination; and, in the case of partial termination, the portion of the Contract to be terminated.

22.3 Contractor Termination. Contractor may terminate this Contract in whole or in part at any time, by giving thirty (30) days written notice pursuant to Section 26.0 if there is termination of significant other funding upon which Contractor depends for performance under this Contract or if Contractor is dissolved only if the dissolution is not caused by a breach of this Contract. Contractor's notice shall include a complete explanation of the reasons(s) for termination under this Section 22.3 and designation of the effective date of termination. The Purchasing Agent shall notify Contractor in writing of acceptance of termination pursuant to this Section 22.3 upon finding that Contractor's claim(s) under this Section 22.3 have been established to County's satisfaction.

22.4 Mutual Termination. Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

22.5 Correction. At least thirty (30) days before the effective date of termination pursuant to any provision of this Contract, County shall notify Contractor in compliance with Section 26.0 of the reasons for termination, the effective date of termination and the portion of this Contract to be terminated. Where County affords Contractor the option to cure Contractor may avoid the termination of this Contract if Contractor corrects the causes for the reasons for termination stated in the notice to the satisfaction of County, as determined by County, prior to the effective date of termination, or an extended date if agreed to in writing by the Parties.

22.6 Results of Termination.

22.6.1 Cancellation of Outstanding Orders. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or Subcontracts related to the performance of this Contract, or the part of this Contract to be terminated, and shall cease to incur any and all Contract costs under them. County shall not be liable to Contractor for costs incurred after termination of this Contract. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract.

22.6.2 Continued Liability. Notwithstanding any exercise by County of its right of suspension under Section 21.0 of this Contract or of early termination pursuant to this Section 22.0 or any provision of this Contract, Contractor shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Contractor, or for any amounts paid to Contractor by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms of this Contract. County may withhold payments to Contractor until the exact amount of damages or payments due to

County from Contractor is agreed upon or is otherwise determined, and is paid in full.

22.6.3 **Transition.** Where applicable, at the end of the Contract Term or at the time of any other Contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with County, aid in transition to any new arrangement or provider of services which have been provided under this Contract as necessary to protect Client interests.

22.7 **Immediate Termination.** Nothing in this Section 22.0, or any other provision of this Contract, shall be construed to limit County's authority to withhold payment and immediately suspend Contractor's performance under this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Contractor's performance. County shall notify Contractor in writing (including fax and/or email) of such suspension. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. County shall not be liable for any costs incurred by Contractor during suspension of this Contract under this Section 22.7.

VIII. MISCELLANEOUS PROVISIONS

23.0 INDEPENDENT CONTRACTOR.

23.1 The Parties expressly agree that Contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Contractor shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Contractor under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

24.0 SUBCONTRACTS

24.1 **Prior Approval.** Contractor shall not be reimbursed for costs incurred by any Subcontractors for any service or activity relating to the performance of this Contract without the prior written approval of such Subcontract or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Section 24.1 for those Subcontracts/Subcontractors specifically identified in the Contract terms, including the Attachments.

24.2 Contractor Responsibility.

24.2.1 **Subcontractor Compliance.** Contractor is wholly responsible to County for the performance under this Contract, whether such performance is provided directly by Contractor or indirectly by any Subcontractor. Contractor is responsible to County for the performance of any Subcontractor, and shall monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that shall be available for inspection by County. Contractor shall ensure that its Subcontractors comply with all applicable terms of this Contract (including terms related to records and reports) as if the performance rendered by the Subcontractor was being rendered by Contractor. Contractor shall inspect all Subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms of this Contract.

24.2.2 **Subcontract Terms.** Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations and policies; with the applicable terms of this Contract; and with any provisions such as may be reasonably requested by County; and shall also include provisions ensuring the following:

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(a) The disclosure of any other contracts with County at the time the agreement is signed or at any time during the Contract Term. If such agreement exists, Subcontractor shall warrant and guarantee that Subcontractor will report and receive payment for each service/participant only from County funds under this Contract; and that there will be no duplicate payments for those services/participants reported under this Contract from any other sources or from County under any other contract or agreement.

(b) Agreement:

(i) to reasonably cooperate with any County inquiry or investigation into Subcontractor and/or participant complaints; and

(ii) to maintain confidentiality of information and security of all records as required by law and the terms and conditions of this Contract; and

(iii) that Contractor has the sole responsibility for payment for services rendered by Subcontractor; and, in the event of non-payment, insolvency or cessation of operations, sole recourse of Subcontractor against Contractor will be through Contractor or the bankruptcy estate of Contractor; and

(iv) that County is not liable for any payment to Subcontractor; and

(v) to warrant that Subcontractor has systems in place to identify and document services to Eligible Clients according to different funding sources; and

(vi) to warrant that any service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, pursuant to Section 15.3 of this Contract; and

(vii) to assure Contractor's ability to meet all Contract requirements, including but not limited to reporting requirements.

24.3 **Contract Limitation.** This Contract sets out the agreements and obligations between County and Contractor only, and does not obligate County in any way to any of Contractor's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Contractor's Subcontractors. Contractor has the sole responsibility for payment for services rendered by Subcontractors with Subcontractor's sole recourse in the event of Contractor non-payment, insolvency or cessation of operations against Contractor or Contractor's bankruptcy estate. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract. Contractor agrees to include notice of the requirements in this section in every Subcontractor agreement.

24.4 **HUB.** Contractor agrees to make a "good faith" effort to take all necessary and reasonable steps to insure HUBs the maximum opportunity to be Subcontractors under this Contract where suitable HUB Subcontractors exist. Contractor must report all expenditures made to HUB Subcontractors to the County Purchasing Agent. Failure by Contractor to make such good faith effort to employ HUBs as Subcontractors constitutes a breach of this Contract and may result in termination. The Parties agree that HUB requirements and determinations will be made by the County Purchasing Agent, and that Contractor will contact the County Purchasing Agent with any questions regarding this provision.

24.5 **Level of Service.** Contractor will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory and professional standards applicable to the service provided and will provide County relevant documentation of such

licenses upon request.

24.6 **Payment to Subcontractor(s)**. Contractor shall make its best effort to pay Subcontractor(s) for undisputed claims for services rendered within five (5) business days of receipt of payments and/or advances from County corresponding to those services under the terms of this Contract. This Section 24.6 refers only to obligations under this Contract between County and Contractor, and does not operate to contradict or change the provisions in Section 24.3.

25.0 MONITORING

25.1 **County Monitoring**. County, either directly or through Department, reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') compliance/performance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Contractor's performance under this Contract. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's performance under this Contract. Within thirty (30) days of each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified. Failure to make required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

26.0 NOTICES

26.1 **Requirements**. Except as otherwise specifically noted in this Contract, any notice required or permitted to be given under this Contract by one Party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the Party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as follows:

26.2 **County Address**. The address of County for all purposes under this Contract shall be:

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

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

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

and

Honorable Guy Herman (or his successor in office)
Judge, Probate Court No. 1
P. O. Box 1748
Austin, Texas 78744

26.3 **Contractor Address**. The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be:

Family Eldercare
 1700 Rutherford Lane
 Austin, Texas 78754-5104

26.4 **Change of Address.** Each Party may change the address for notice to it by giving notice of the change in compliance with Section 26.0. Any change in the address, including a change in the Contractor's Executive Director or Chairperson of the Board of Directors, shall be reported to the County Judge and the Purchasing Agent within twenty (20) days of the change.

26.5 **Change of Name and/or Identity.** Contractor shall notify the Purchasing Agent and Department County Judge immediately in writing, and in advance where possible, of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, payee identification number and other. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Contractor's status under this Contract. Notice shall include copies of relevant paperwork evidencing any change, including copies of new W-9 Form or other forms required to be filed to effect such change. No change in the obligation of or to Contractor will be recognized until it is approved by the Purchasing Agent and/or Commissioners Court (according to applicable statute and County policy). Failure to timely provide notice under this Section 26.5 may result in delay of payment. Where any change involves an assignment by Contractor of rights or obligations under this Contract, such assignment shall be approved by County pursuant to Section 28.0.

27.0 PROHIBITIONS

27.1 **County Forfeiture of Contract.** If Contractor has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment G during the 365 day period immediately prior to the date of execution of this Contract by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Contract by Contractor (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Contractor shall forfeit all County benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor shall notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

27.2 Conflict of Interest.

27.2.1 **General Conflict.** Contractor shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor, or member of Contractor's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, Subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

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

27.3 **Solicitation**. Contractor warrants that no persons or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or, in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

27.4 **Gratuities**. County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors. Contractor shall establish safeguards to prohibit its 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.

27.5 **Nepotism**. Contractor agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of Contractor shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

28.0 ASSIGNABILITY

28.1 **Written Approval**. County will not recognize assignment by Contractor of any of the rights or duties created by this Contract without the prior written approval of such assignment by County. This provision includes assignment, sale, merger or any other action resulting in any change in the status of Contractor. Submission of a request for approval under this Section 28.1, "Assignment," shall be made in writing to the Purchasing Agent and the Purchasing Agent and Department shall submit to Commissioners Court for approval according to County procedures. Failure to secure the approval required in this Section 28.1 may result in delay of payment or other sanctions.

28.2 **Binding Agreement**. Subject to Section 28.1, this Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

29.0 LEGAL AUTHORITY

29.1 **Contractor Authority**. Contractor guarantees that Contractor possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

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

29.3 **Suspension**. County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract or to render performances under it. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 29.1 or Section 29.2.

30.0 INTERPRETATIONAL GUIDELINES

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

30.2 **Numbers and Gender.** Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

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

30.4 **Use of Terms.** The Parties agree that the terms "shall" and "will" are used interchangeably in this Contract.

31.0 OTHER PROVISIONS

31.1 **Exemption From County Purchasing Act.** Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other requirement(s) for exemption pursuant to applicable law.

31.2 **Survival of Conditions.** Applicable provisions of this Contract, as determined by County, shall survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration date.

31.3 **Non-Waiver of Default.** One or more acts of forbearance by any Party to enforce any provision of this Contract or any payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

31.4 **Reservation of Rights.** If any Party to this Contract breaches this Contract, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County, under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

31.5 **Law and Venue.** This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County and the City of Austin.

31.6 **Severability.** If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either Party, substantially

unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated in this Contract, the Parties shall be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

31.7 **Political Activity.** Contractor shall not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of Contractor, the State of Texas or the government of the United States.

31.8 **Sectarian Activity.**

31.8.1 **Religious Influence.** Within the limits and understandings set forth in Section 31.8.2, Contractor shall ensure, and require all Subcontractors to ensure, that provision of services under this Contract shall be carried on in a manner free from religious influence. Contractor shall not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth in this Section 28.8 or as provided by County, to effectuate this assurance. Contractor shall submit such agreements to County prior to the release of Contract Funds to such Subcontractor.

31.8.2 **Civil Rights Act, Section 702 Application.** Contractor and County agree to be bound by the following as to Subcontractor(s) and Contractor respectively, and Contractor shall include these requirements in any Subcontract under this Contract:

(a) A religious organization that enters into a contract with County (or Subcontractor who enters into a Subcontract with Contractor) does not by so contracting lose exemption provided under Section 702 of the Civil Rights Act (42 U.S.C., Section 2000E-1(a)) regarding employment practices. A religious or charitable organization is eligible to be a Contractor on the same basis as any other private organization. Contractor retains its independence from State and Local governments, including the Contractor's control over the definition, development, practice, and expression of its religious beliefs. Except as provided by federal law, County shall not interpret this Contract to require a religious organization to alter its form of internal governance or remove religious art, icons, scripture or other symbols.

(b) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. The purpose of this Contract is the provision of social services. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization.

(c) No provider of social services for the County may discriminate against **any Client** on the basis of religion, a religious belief, or **any Client's** refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

(d) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions.

31.8.3 Client Advisement. Contractor shall reasonably apprise all Eligible Clients of the requirements in this Section 28.8, and shall ensure the provision of services pursuant to these provisions:

31.8.4 Additional Rights. Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

31.9 Publicity. In any publicity prepared or distributed by or for Contractor, the funding through County shall be mentioned as having made the project possible. Prior to publication or any disbursement of such publicity, Contractor must provide a copy of the final form of the publicity and secure the approval of the County Judge. When appropriate as determined by County Judge, Contractor shall publicize the services and activities of Contractor under this Contract.

31.10 Disputes.

31.10.1 Contract Issues. At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through County Department/County Judge. Contractor shall provide written notice of the issue to County Department/County Judge, with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract. Any issue not resolved satisfactorily to both Parties under this Section 31.10.1 may be addressed pursuant to Sections 31.10.2 and 31.10.3 of this Contract.

31.10.2 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract presented to the County under Section 31.10.1, "Contract Issues," the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the County Judge within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the County Judge. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

31.10.3 **Mediation.** If the Contractor is not satisfied with the resolution of the dispute pursuant to Section 28.10, Contractor shall notify the County Judge, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

31.11 **Coordination.** Contractor shall coordinate and share information with other Travis County programs in any way that is appropriate as determined by County to maximize the benefit to Eligible Clients in City of Austin/Travis County and to avoid duplication of services.

31.12 **County Public Purpose.** By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract, and specifically set forth in Attachment A hereto, constitute a significant public concern impacting members of the indigent population which the County serves. The Commissioners Court further finds that the provision of services to be provided by Contractor pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract (including Attachment A) for qualified individuals.

31.13 **Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform in Contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Contractor agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Contract.

31.14 **Other Agreements.** It is understood and agreed by all Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by those Parties.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract.

FAMILY ELDERCARE

By: _____
Its Duly Authorized Agent
Printed Name: _____
Title: _____

Date: _____

TRAVIS COUNTY

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

County Approvals:

As to Legal Form:

Assistant County Attorney Date: _____
Funds Certified By:

Susan Spataro, County Auditor Date: _____
Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

ATTACHMENT A

WORK STATEMENT, PERFORMANCE MEASURES

FY 2012 BUDGET SUBMISSION**BUDGET REQUEST PROPOSAL**

| | | |
|--|---|--|
| Name of Budget Request & Priority # of Request: | Family Eldercare | |
| Name of Program Area: (Taken directly from applicable PB-3 Form) | | |
| Fund/Department/Division: | 001/2500 & 060/2500 | |
| Amount of Request: | \$478,9999 | |
| Collaborating Departments/Agencies: | Travis County Probate Court/ Family Eldercare | |
| Contact Information (Name/Phone): | Angela Atwood (483-3589) Christy Nisbet (854-9559) | |

1. Summary Statement: Include one or two sentences to be included in Commissioners Court materials.

By state statute, providing guardianship to indigent persons is the responsibility of the County and, since 1986, Family Eldercare has worked with Travis Probate Court #1 in meeting this obligation to some of the most vulnerable adults in our County. Family Eldercare provides quality guardianship services to incapacitated older adults and adults with disabilities using a volunteer attorney/advocate model that has been recognized across the state as the best model for providing individualized services to clients in a cost effective manner; hundreds of thousands of dollars (approximately 50% of the total cost of the program) are leveraged by the agency to provide this service.

2. Description of Request: Describe the request, including current issues and how the request relates to the mission and services provided by the department.

Family Eldercare is requesting continuation of Travis County's contract in the amount of \$478,999 to support the Guardianship Program for elderly and disabled adults and meet the County's obligation to provide legal guardianship services to indigent adults. Due to incapacity, these elderly and disabled adults are unable to provide food, clothing, or shelter for themselves, to care for their own physical health, or to manage their own financial affairs. This incapacity leaves them vulnerable to abuse, neglect (including self-neglect), and financial exploitation. Additionally, it leaves many isolated in nursing homes and other institutions in our community with no one to insure that they free of abusive, neglectful, or exploitative conditions; that the individuals' rights are respected; and that they receive proper care and medical treatments.

Family Eldercare's Guardianship Program was started in 1986 at the request of the Travis County Probate Court and as a result of an Elder Abuse Task Force recommendation that a guardianship program be established in Travis County to address problems faced by victims of elder abuse. Since that time, Family Eldercare has worked closely with the Travis County Probate Court #1 in providing this critical service.

The program helps address a critical problem faced by our County. Issues related

to this problem are as follows:

1. Abuse, Neglect, and Exploitation of the elderly and adults with disabilities is a significant problem in Travis County.

The known incidence of abuse of elderly and disabled adults is increasing and, unfortunately, studies show that for every reported incident of elder abuse, neglect, exploitation, or self-neglect, approximately five go unreported. Among cases involving financial exploitation of elders only one in twenty-five are reported (Consumers Digest, 2000). Our oldest elders (80 years and older) are abused and neglected at two to three times their proportion of the elderly population, and victims of self-neglect are usually depressed, confused, or extremely frail (National Elder Abuse Incidence Study, 1998).

The Texas Department of Protective and Regulatory Services Adult Protective Services Unit (APS) is responsible for investigating allegations of abuse, neglect, and exploitation of older adults and adults with disabilities. In 2010, the APS In-Home investigation unit validated 1,415 cases of abuse, neglect, and exploitation of elderly persons and adults with disabilities in Travis County. This means that 49% of the 2,907 completed investigations were validated.

Persons residing in institutional settings, such as nursing homes, are also at risk of abuse and neglect. Many of these residents have serious chronic diseases that make them physically frail and vulnerable to abuse. Two-thirds have significant cognitive impairments, including Alzheimer's and dementia, which have been found to place residents at greater risk of physical and sexual abuse (Testimony before U.S. Senate Committee on Finance, 2002).

A 2002 report by the U.S. House of Representatives reported that 86% of Texas' nursing homes violated federal health standards during recent inspections. Over one-third had violations that caused harm to residents or placed them at-risk of death or serious injury. Over 90% of the nursing homes did not meet the minimum staffing levels recommended by the U.S. Department of Health and Human Services.

According to a 1999 National Criminal Justice Reference Service report, both children and adults with disabilities are at a higher risk of emotional, physical, and sexual abuse than those without a disability. Adults with developmental disabilities are four to ten times more likely to become victims of physical and sexual assault than are other adults. These crimes are seriously underreported; when they are reported, victims are often not believed, and many cases are not prosecuted. Additionally, few of these victims receive the assistance and support they need to deal with their struggles.

The Austin State Supportive Living Center (formerly the Austin State School) and the community services unit of Austin Travis County Integral Care estimates that there are 50 incapacitated residents of the Living Center and community homes who have no family or advocate and are in need of a guardian from our community. Currently we serve 72 Austin State Supportive Living Center residents, with 24 other residents on the

waiting list.

The consequences of abuse, neglect, and exploitation are life altering and likely to be life ending. An elder abuse mortality study published in the Journal of the American Medical Association in 1998 reported and corroborated that elder mistreatment and self-neglect are associated with shorter survival. This is after adjusting for other factors associated with increased mortality in older adults. The risk of death for those abused or neglected was three times higher than those who are not experiencing abuse or neglect. Studies and reports on victimization show that this has long-term impacts on individual health, the cost of health care and social services, and it diminishes quality of life. After incidents of exploitation, an elderly or disabled victim may become dependent on public benefits and have choices for quality of life and care limited by lack of resources.

According to the National Elder Abuse Incidence Study, those who are isolated and have physical and mental frailties have been found more likely to be vulnerable to abusive behavior. In Texas, approximately 30% of the population over age 65 live alone and over 60% of people living in a nursing facility receive no visitors. Confusion and dependence on others for care are also factors in abuse, neglect and exploitation. Approximately one-half of elder abuse and neglect cases involve persons who are not physically able to care for themselves. 60% of elder abuse victims experienced some degree of confusion while 31% were “very confused or disoriented”. Among persons with disabilities, a 2007 National Crime Victimization Survey found that persons with a cognitive functioning disability have a higher risk of violent victimization than persons with other types of disabilities.

2. The population of elderly adults and adults with disabilities is growing.

The population of older adults is one of the fastest-growing segments of Travis County, increasing by more than 36% between 1990 and 2000. According to the Texas State Data Center, the population of persons age 65 and older will quadruple in Travis County by the year 2040. By the year 2020, it is estimated that nearly 192,000 Travis County residents will be age 60 and older. Individuals over age 75 are the fastest growing segment of the older adult population. The Texas State Data Center estimates the number of Travis County residents age 85 and older will double within the next 20 years. Alzheimer’s, a progressive, degenerative disease that attacks the parts of the brain involved in memory, language, and reasoning, afflicts an estimated 10 percent of people over age 65 and nearly one-half of people age 85 or older.

3. The nature of the perpetrators of abuse requires community intervention for this problem.

APS statistics indicate that perpetrators of abuse, neglect, and exploitation identified in in-home investigations and in institutional settings are most frequently those who would be depended on to provide care. 83% of the perpetrators in confirmed in-home investigations were family, with adult children being the perpetrator most

frequently identified. Of cases in MHMR settings where abuse, neglect, or exploitation was confirmed, the most common type of abuse reported is “neglect” (56%).

The National Elder Abuse Incidence Study reports that in almost 90% of the elder abuse and neglect incidents with a known perpetrator, the perpetrator is a family member, and two-thirds of the perpetrators are adult children or spouses. Family members and caregivers are overwhelmingly the likely perpetrators of abuse, neglect, or exploitation. The numbers of validated cases of abuse, the growing numbers of this population, the likelihood that abuse will be perpetrated by a family member and the tendency toward isolation in this population show a critical need for services that will prevent abuse or stop existing abuse.

Information about Other Related Statutes

Texas State Law requires that each county appoint a legal guardian to any incapacitated resident of the county. The Omnibus Reconciliation Act (OBRA) of 1990 requires all mentally incapacitated persons to have an advocate or guardian assigned to them if they reside in an institution or nursing home. This requirement was passed in recognition that persons who are mentally ill and mentally incapacitated are often left at the mercy of administrators and health care workers, with no one person responsible for their well-being. Abuse and neglect were found to be widespread among those mentally incapacitated persons without an appropriate family member overseeing their care and managing their finances.

On June 22, 1999, the U.S. Supreme Court affirmed that policy by *Olmstead v. L.C.* ruling in that under the Americans with Disabilities Act (ADA) unjustifiable institutionalization of a person with a disability who, with proper support, can live in the community is discrimination. In its ruling, the Court said that institutionalization severely limits the person’s ability to interact with family and friends, to work and to make a life for him or herself. In accordance with that Court ruling, the U.S. Department of Health and Human Services issued guidance to state Medicaid directors on how to make state programs responsive to the desires of disabled persons to live in appropriate community-based settings. The administration’s goal is to integrate people with disabilities into the social mainstream with equal opportunities and the chance to make choices.

This requirement for integration into community settings places an increased demand for guardianship services because of the number of incapacitated adults with disabilities living in institutions who would benefit from community placement, but require a guardian to provide informed consent for the placement.

3a. Pros: Describe the arguments in favor of this proposal.

The County is mandated by the state to provide guardianship to incapacitated, indigent persons. Since 1986, Family Eldercare has worked with the Travis County Probate Court in meeting this obligation. Family Eldercare provides quality guardianship services to incapacitated older adults and adults with disabilities using a

volunteer attorney/advocate model that has been recognized across the state as the best model for providing individualized services to clients in a cost effective manner. Family Eldercare leverages hundreds of thousands of dollars through grants, contracts, service fees, and the use of pro bono attorneys and volunteer advocates.

However, the program cannot meet the community's demand for services. Currently, there are 51 persons on the waiting list and probate court staff have indicated that they have nearly 100 additional cases to refer. There has been an increase in appointments of wards that have significant psychiatric and behavioral issues, resulting in homelessness and criminal justice involvement. In the last year, we experienced a 44% increase in referrals and a 7% increase in the actual appointed wards. In 2011, with 10.5 FTE Care Managers, we project that 420 clients will receive guardianship services.

3b. Cons: Describe the arguments against this proposal.

Family Eldercare is requesting \$478,999, which is the amount of the current FY11 contract.

4. Anticipated Outcome of Request and Proposed Timeline: Timeline should include the expected dates of results and may extend past FY 12.

If the County funds this request, Family Eldercare anticipates the following outcomes:

1. Provide a means by which the County meets its obligation to provide a guardian for residents of Travis County who are incapacitated.
2. The wards are protected from or are prevented from being abused, neglected, exploited, or from self-neglect.
3. The wards' well being is enhanced; they receive appropriate supervision and receive attentive personal care.
4. Utilize volunteer lawyers and community volunteers to leverage and stretch community resources and provide individualized support.

Timeline: The program goals and outcomes of this service are expected to extend well past FY12. Once appointed as guardian, Family Eldercare will provide the service for an unspecified time as the guardianship will only close if the client regains capacity or dies. Typically, Family Eldercare provides the service for multiple years. New referrals will be processed in the timeframe stated in Section 5. Ongoing provision of service is provided according to requirements of state law and activities are typically based on an annual cycle, set by date of qualification as guardian.

5. Description of Program Measurement and Evaluation: Describe how the proposal will be measured and evaluated and note if there is an independent evaluation component. In addition, indicate whether a comparative analysis of similar local programs is available.

Acting as guardian of person and/or estate requires staff and volunteers to improve or maintain the client's well being in virtually all aspects of life. The Probate

Court requires monthly visits by Family Eldercare staff for monitoring purposes and state law requires the filing of annual reports for guardian of person clients and/or annual accounts for guardian of estate clients. Many duties of a guardian require prior permission from the court and the necessary applications and orders must be filed as needed. Additionally, Family Eldercare must maintain a blanket bond to protect the clients under guardianship. This requires paying and tracking invoices for individual clients covered by the bond.

Duties of guardian of estate involve liquidating assets (i.e., real estate sales and sale of personal possessions), complying with tax obligations, tracking income and assets, reviewing of medical and other bills, making burial arrangements and monitoring for financial exploitation. Duties of guardian of the person include making appropriate living arrangements, applying for entitlements, consenting to medical treatment, developing comprehensive care plans with other professionals, reviewing and consenting to recommendations regarding the withholding and withdrawing of medical care, and monitoring the client's general well-being. The agency has an established professional Ethics Committee to guide and advise Care Managers and program staff when handling conflicts such as client health care treatments, safety, civil rights, and related issues. The clients, volunteers, or facilities in which the clients resides has access to contract staff 24 hours a day, seven days a week in the event of problems or emergencies.

Contract outputs are: emergency referrals are visited within 24 hours and an application for guardianship is filed within 72 hours; non-emergency referrals are visited within 10 working days of receipt of the referral and an application for guardianship is filed within 45 days; non-Probate court referrals are sent to the Probate court in writing each quarter in order to inform the court of the total volume of referrals in the County; each client has a service plan developed within 30 days after the guardianship is established and updated every six months; staff must follow Texas State Probate Code procedures, the court orders, and agency procedures; services are provided by qualified and trained staff and staff maintain registration as Registered Professional Guardians with the Travis County Clerk.

Family Eldercare is the only private non-profit organization providing guardianship services in Travis County at this time. Family Eldercare is named the legal guardian with trained and certified Care Managers acting as agents of the agency. There are four individuals registered as Private Professional Guardians in the County at this time but they do not serve indigent cases. Adult Protective Services (DADS) provides legal guardianship services in all counties in Texas. In Travis County, DADS contracts with Family Eldercare to provide this service. In certain circumstances, DADS will act as legal guardian of a child aging out of Child Protective Services conservatorship.

Other private organizations providing guardianship in Texas vary in how they provide services. Other organizations that use volunteers are Guardianship Services of Tarrant County and Senior Source of Dallas. Variations in program operations include

the way legal services are provided, complexity of cases accepted for services, ability to provide guardianship services, frequency of visits with clients, etc. These variations make caseload comparisons and program capacity comparisons difficult. Family Eldercare regularly surveys other guardianship programs in the state and conducted a survey in 2008; the survey results showed that Family Eldercare's average staff to client caseload ratio was 1:34; the Tarrant County ratio was 1:45 and Dallas was 1:30. Family Eldercare staff manage all aspects of cases, personal and financial, and have a higher number of complex guardianships. Given these factors, our ratio is appropriate to meet statutory requirements for guardianship.

6a. Performance Measures: List applicable current and new performance measures related to the request that highlight the impact to the program area if the request is funded.

| Measure Name | Actual FY 10 Measure | Revised FY 11 Measure | Projected FY 12 Measure at Target Level | Projected FY 12 Measure with Added Funding |
|--|----------------------|-----------------------|---|--|
| Number of Guardianship clients served | 420 | 420 | 420 | n/a |
| Emergency referrals visited within 24 hours; application filed within 72 hours | 100% | 100% | 100% | n/a |
| Non-emergency referrals visited with 10 days; application filed within 45 days | 100% | 100% | 100% | n/a |
| Service Plan established within 30 days after guardianship; reviewed every 6 months. | 100% | 100% | 100% | n/a |
| Program meets all statutory requirements; reports filed according to statute (no removals for failure to perform duties) | 100% | 100% | 100% | n/a |
| Volunteer Match Rate | 50% | 50% | 50% | n/a |

6b. Impact on Performance: Describe the impact of funding the request on departmental performance measures, service levels, and program outcomes:

Family Eldercare has had an informal agreement with the County that the County would pay 50% of the program's budget and the agency would secure 50% from other sources. The actual percentage for the County funding level has varied between 55% in FY 1995 to a low of 40% in FY 2000. For FY 2011, the County pays 45% of the budget and Family Eldercare raises the remaining 55% through grants, other contracts, service fees, and donations. The FY 2012 budget request reflects a 48%: 52% ratio for County funds vs. funds raised by the agency. The increase in the County's portion is largely the result of anticipated cuts in State funding.

Family Eldercare has engaged in regular program evaluation and planning with the Travis County Probate Court Judge and staff in order to enhance program functioning; increase efficiency in providing services; and increase the program's capacity to generate fees to support the program. As a result of this planning, Family Eldercare

contracts with an experienced guardianship and estate planning attorney to assist in the provision of guardianship related legal services for clients with estates who are able to pay for those services. While Family Eldercare continues to use pro bono attorneys to provide legal services for the vast majority of clients who do not have guardianship estates, the provision of legal services by the Guardianship Director (who is a licensed attorney) and the contract attorney allows the agency to continue generating fee support by billing client estates, subject to Court approval, for these services.

In recent years, there have been findings of severe deficits in the Texas Adult Protective Services system which has brought to the forefront how guardianship services are essential and effective for resolving the majority of the problems of mentally incapacitated elderly and disabled adults who have been victims of abuse, exploitation or self-neglect. Guardianship services need to be available and adequately supported by the community. Additionally, funding guardianship services makes financial sense: Nationally, every dollar spent on guardianship programs can save state and local government \$3 or more that would otherwise be spent on emergency room visits and hospitalizations, police calls, and other stop-gap interventions (2005, Dallas Morning News).

The average time spent on the waiting list is 24 months. One reason for the long wait is that clients who are in a current state of abuse or neglect receive priority status. They are assigned to caseloads immediately and do not go on the program waiting list. Priority referrals represented 88% of all referrals to the program in 2010. On average, there is no room on caseloads to assign the non-priority referrals in a timely manner. In the last year, the program received 70 new referrals. During the same time period, the program closed 25 cases. With these rates of referral and closure, the program is required to consistently operate at or above capacity.

In this proposal, Family Eldercare is requesting level funding.

7. Impact of Not Funding Request: Describe the impact of not funding the request in FY 12 in terms of meeting statutory/mandated requirements and how service levels and program outcomes will be impacted.

As noted above, Family Eldercare is requesting a total of \$478,999. If this current amount is not funded, the agency will have to reallocate funding from other programs, putting them in peril, as well as significantly reduce the level of services provided in Travis County. Funding from Travis County is particularly important in FY 2012 given anticipated cuts to the State budget. Funding that we receive from the Texas Department of Health and Human Services for Guardianship services is proposed for a complete cut in 2012. Travis County funding is needed to help absorb these cuts and still provide the level of service required for our clients.

8. Leveraged Resources: If proposal leverages other resources such as existing internal resources or grant funding, list and describe impact. If resources from similar existing program(s) will not be reallocated, give reasons and include analysis.

The program leverages significant resources through the volunteer model of

providing guardianship services. In 2010, volunteer advocates provided an estimated \$45,245 in services and pro bono attorneys provided an estimated \$299,860 in donated legal services. Additionally, the program generates guardianship fees from clients as appropriate, and attorney fees charged by the Director of Guardianship. In addition to these resources, Family Eldercare receives the following sources of revenue to support the provision of guardianship services in Travis County: (1) Community Development Block Grant through a contract with the City of Austin, (2) Victim Assistance funding through a grant with the Texas Office of the Attorney General, (3) Texas Department of Aging and Disability Services contract, (4) United Way Capital Area, and (5) multiple private foundations. In 2012, if the request is fully funded, we project that the program will receive an estimated \$345,000 in pro bono attorney and volunteer advocate services and that the agency will raise an additional \$520,491 in revenue to support the program: \$210,000 service fees and bond reimbursements; \$173,781 governmental contracts; \$120,938 United Way and private foundation grants; and \$15,772 in agency fundraising.

9. Additional Revenue: If this proposal generates additional revenue, list the amount and the assumptions used for the estimate. (Attach a copy of the form submitted to the Auditor’s Office).

No new sources of revenue as per County definition. The program will leverage other resources as stated in item #8.

10. Collaboration: If this proposal was discussed with other departments/agencies that provide similar or supporting services that could be impacted, describe impact and list the other departments/agencies and their points of contact. Suggest ways all departments/agencies can collaborate to ensure success of the proposal.

Not applicable.

11. If requesting a new position(s), is office space currently available? Y/N

If no, attach plan from Facilities Mgmt. explaining how to acquire space for this proposal. Identify proposed position location below:

| | | | |
|-------------------------|--|----------------------|--|
| Building Address | | Floor # | |
| Suite/Office # | | Workstation # | |

ATTACHMENT B
SPECIAL CONDITIONS
(If Applicable)

ATTACHMENT C
PROGRAM BUDGET

FAMILY ELDERCARE
TRAVIS COUNTY GUARDIANSHIP PROGRAM
OCTOBER 1, 2011 to SEPTEMBER 30, 2012

CONTRACTOR: Family Eldercare
PREPARED BY: Angela Atwood, Chief Executive Officer
PROGRAM: Travis County Guardianship
PHONE: (512) 483-3589

| | FY'11-'12 Total Program Budget | FY'11-'12 Travis County Budget | FY'11-'12 Other Funding |
|---|---|---|--|
| A. SALARIES | | | |
| Job Title: 1 FTE Attorney Director of Guardianship Services 100% of time x annual salary | \$95,000.00 | \$76,000.00 | \$19,000.00 |
| Job Title: 1 FTE Manager of Client Services 100% of time x annual salary | \$56,460.00 | \$45,168.00 | \$11,292.00 |
| Job Title: 1 FTE Manager of Estate Cases 100% of time x annual salary | \$42,800.00 | \$32,100.00 | \$10,700.00 |
| Job Title: 10.5 FTE Guardianship Care Managers 100% of time x annual salaries | \$373,588.00 | \$186,201.00 | \$187,387.00 |
| Job Title: 2 FTE Guardianship Case Aides 100% of time x annual salaries | \$66,014.00 | \$29,515.00 | \$36,499.00 |
| Job Title: 1 FTE Guardianship Legal Assistant 100% of time x annual salary | \$36,000.00 | \$16,900.00 | \$19,100.00 |
| Job Title: 1 FTE Grants & Contract Manager 15% of time x annual salary | \$8,100.00 | \$0.00 | \$8,100.00 |
| Job Title: 1 FTE Volunteer Outreach Assistant 25% of time x annual salary | \$8,750.00 | \$0.00 | \$8,750.00 |
| Job Title: 1 FTE Senior Accountant 20% of time x annual salary | \$11,000.00 | \$0.00 | \$11,000.00 |
| Job Title: 1 FTE Administrative Assistant 10% of time x annual salary | \$3,301.00 | \$0.00 | \$3,301.00 |
| Total Salaries | \$701,013.00 | \$385,884.00 | \$315,129.00 |
| B. FRINGE BENEFITS | | | |
| FICA: 7.65% | \$53,627.49 | \$29,520.13 | \$24,107.37 |
| Health & Dental | \$90,718.80 | \$46,493.87 | \$44,224.93 |
| Unemployment: 4.42%, \$9,000 Limit | \$7,891.95 | \$0.00 | \$7,891.95 |
| Worker's Comp.: 0.9% | \$1,822.63 | \$0.00 | \$1,822.63 |
| Total | \$154,060.88 | \$76,014.00 | \$78,046.89 |

PS110261ML

| | FY'11-'12 Total Program Budget | FY'11-'12 Travis County Budget | FY'11-'12 Other Funding |
|--|---|---|--|
| C. STAFF & VOLUNTEER TRAVEL | \$25,380.00 | \$6,660.00 | \$18,720.00 |
| D. SUPPLIES | | | |
| Office Supplies | \$5,060.00 | \$1,800.00 | \$3,260.00 |
| Volunteer Supplies | \$1,500.00 | \$0.00 | \$1,500.00 |
| Total | \$6,560.00 | \$1,800.00 | \$4,760.00 |
| E. CONTRACTUAL | \$27,105.00 | \$0.00 | \$27,105.00 |
| F. OTHER | | | |
| Advertising | \$1,800.00 | \$0.00 | \$1,800.00 |
| Audit | \$2,313.00 | \$0.00 | \$2,313.00 |
| Staff Training | \$5,362.00 | \$481.00 | \$4,881.00 |
| Equipment Costs | \$12,694.00 | \$0.00 | \$12,694.00 |
| Insurance & Bonds | \$14,438.00 | \$3,300.00 | \$11,138.00 |
| Licenses, Fees, and Permits | \$1,500.00 | \$0.00 | \$1,500.00 |
| Utilities & Building Maintenance | \$6,477.00 | \$1,500.00 | \$4,977.00 |
| Postage | \$2,992.00 | \$0.00 | \$2,992.00 |
| Copies & Printing | \$7,650.00 | \$360.00 | \$7,290.00 |
| Rent | \$15,300.00 | \$0.00 | \$15,300.00 |
| Subscriptions & Memberships | \$3,010.00 | \$0.00 | \$3,010.00 |
| Telephone | \$7,920.00 | \$3,000.00 | \$4,920.00 |
| Total | \$81,456.00 | \$8,641.00 | \$72,815.00 |
| G. DIRECT ASSISTANCE | \$2,775.00 | \$0.00 | \$2,775.00 |
| H. EQUIPMENT | \$1,140.00 | \$0.00 | \$1,140.00 |
| I. TOTAL BUDGET | \$999,489.88 | \$478,999.00 | \$520,490.89 |
| J. PROGRAM INCOME | | | |
| Travis County | \$478,999.00 | | |
| Community Development Block Grant | \$21,781.00 | | |
| TX Department of Aging & Disability Services | \$110,000.00 | | |
| OAG Victim Assistance Grant | \$42,000.00 | | |
| United Way | \$15,938.00 | | |
| Service Fees & Bond Reimbursements | \$210,000.00 | | |
| St. David's Community Health Foundation | \$40,000.00 | | |

PS110261ML

| | |
|-----------------------------|---------------------|
| Topfer Family Foundatoin | \$35,000.00 |
| Other Grants (to be raised) | \$30,000.00 |
| Fundraising | \$15,771.88 |
| Total | \$999,489.88 |

ATTACHMENT D
PERFORMANCE REPORT FORM

Attachment D Performance Measures & Reporting

1. Performance Measures

| Performance Measure #1 | Projected Goal |
|---------------------------------------|----------------|
| Number of Guardianship Clients served | 420 clients |

| Performance Measure #2 | Projected Goal |
|---|----------------|
| Emergency referrals visited within 24 hours; applications filed within 72 hours | 100% |

| Performance Measure #3 | Projected Goal |
|---|----------------|
| Non-emergency referrals visited within 10 days; applications filed within 45 days | 100% |

| Performance Measure #4 | Projected Goal |
|---|----------------|
| Service Plan established within 30 days after guardianship; reviewed every 6 months | 100% |

| Performance Measure #5 | Projected Goal |
|--|----------------|
| Program meets all statutory requirements; reports filed according to statute (no removals for failure to perform duties) | 100% |

| Performance Measure #6 | Projected Goal |
|--|----------------|
| Volunteer Match Rate – matching a volunteer guardian advocate with appropriate clients | 50% |

2. System for collecting and reporting program data

Clients receive an Initial Assessment at the time of enrollment to capture demographic data. Based on the Assessment, an individualized Care Plan (Service Plan) is developed that identifies, as appropriate, goals related to health and medical issues, residential quality and safety, habilitation, education and vocational needs, social recreation, and overall quality of life issues. Care Plans are reviewed and a reassessment is completed every three to six months or as needed. Care managers document client contacts, direct observations, services received by the client, and

progress on the Care Plan goals in client case files and submit monthly reports to the program director and manager. Data are entered monthly into CTK, the agency's client services database system.

3. Program evaluation plan – performance evaluation and quality improvement

The guardianship Program is evaluated through client assessments and tracking of program outcomes. Client outputs and outcomes are typically measured as part of the service planning process. Care Managers work with the client and other care providers to develop an individualized service plan that includes long and short term goals. Staff visits with clients on a monthly basis to review progress with their resident care and community coordination plan. This visit also provides an opportunity to ensure that there are no situations of neglect, abuse or exploitation.

Client data are kept in the client file and captured in the agency client database. Care Managers participate in monthly case review meetings with the Program Manager. These meetings are used to review client files and progress notes in order to verify that staff is providing quality services within the required timeframes. Client files also provide information on the well-being of clients, including any incidents of abuse or neglect and recommended changes to the service plan. The Program Manager compiles data on key measures from this information and submits it to the Program Director for review. The Program Director is responsible for monitoring program results, implementing corrective action and keeping the Chief Executive Officer informed.

ATTACHMENT E
(If Applicable)

FINANCIAL FORMS

- (i) Compliance Certification Form**
- (ii) Payment Request Form**
- (iii) Expenditure Report Form**
- (iv) Budget Revisions Request Form**
- (v) Travel Form**
- (vi) Time and Attendance Report**
- (vii) Instructions for County Invoicing**

ATTACHMENT F
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

1. Minimum limit:
 - \$1,000,000* per occurrence for coverage A and B with a
 - \$1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Independent Contractor Coverage

3. The Policy shall also include the following endorsements in favor of Travis County
4.
 - a. Waiver of Subrogation (Form CG 2404)
 - b. Thirty (30) day Notice of Cancellation (Form CG 0205)
 - c. Travis County named as additional insured (Form CG 2010)

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

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

C. Business Automobile Liability Insurance†

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

† **Alternative Insurance Requirement**

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

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

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Minimum Limit: \$1,000.000 per Occurrence
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Additional insured status for Travis County is **not** required.

ATTACHMENT G
ETHICS AFFIDAVIT

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

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

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

PS110261ML

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

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

LIST OF KEY CONTRACTING PERSONS
August 1, 2011

CURRENT

| Position Held | Name of Individual Holding Office/Position | Name of Business Individual is Associated |
|--|---|--|
| County Judge..... | Samuel T. Biscoe | |
| County Judge (Spouse)..... | Donalyn Thompson-Biscoe | MHMR |
| Executive Assistant | Cheryl Brown | |
| Executive Assistant..... | Melissa Velasquez | |
| Executive Assistant..... | Josie Z. Zavala | |
| Executive Assistant..... | Cheryl Aker | |
| Commissioner, Precinct 1..... | Ron Davis | |
| Commissioner, Precinct 1 (Spouse)..... | Annie Davis | Seton Hospital |
| Executive Assistant..... | Deone Wilhite | |
| Executive Assistant..... | Felicitas Chavez | |
| Commissioner, Precinct 2 | Sarah Eckhardt | |
| Commissioner, Precinct 2 (Spouse)..... | Kurt Sauer | Daffer McDaniel, LLP |
| Executive Assistant | Loretta Farb | |
| Executive Assistant | Joe Hon | |
| Executive Assistant | Peter Einhorn | |
| Commissioner, Precinct 3..... | Karen Huber | |
| Commissioner, Precinct 3 (Spouse)..... | Leonard Huber | Retired |
| Executive Assistant..... | Garry Brown | |
| Executive Assistant..... | Lori Duarte | |
| Executive Assistant..... | Jacob Cottingham* | |
| Commissioner, Precinct 4..... | Margaret Gomez | |
| Executive Assistant..... | Edith Moreida | |
| Executive Assistant..... | Norma Guerra | |
| County Treasurer..... | Dolores Ortega-Carter | |
| County Auditor | Susan Spataro, CPA | |
| County Executive, Administrative..... | Vacant | |
| County Executive, Planning & Budget..... | Rodney Rhoades | |
| County Executive, Emergency Services | Danny Hobby | |
| County Executive, Health/Human Services..... | Sherri E. Fleming | |
| County Executive, TNR | Steven M. Manilla, P.E.* | |
| County Executive, Criminal Justice Planning..... | Roger Jefferies | |
| Director, Facilities Management | Roger El Khoury, M.S., P.E. | |
| Chief Information Officer..... | Joe Harlow | |
| Director, Records Mgmt & Communications | Steven Broberg | |
| Travis County Attorney | David Escamilla | |
| First Assistant County Attorney | Steve Capelle | |
| Executive Assistant, County Attorney..... | James Collins | |
| Director, Land Use Division..... | Tom Nuckols | |
| Attorney, Land Use Division..... | Julie Joe | |
| Attorney, Land Use Division..... | Christopher Gilmore | |
| Director, Transactions Division | John Hille | |
| Attorney, Transactions Division..... | Tamara Armstrong | |
| Attorney, Transactions Division..... | Daniel Bradford | |
| Attorney, Transactions Division..... | Mary Etta Gerhardt | |
| Attorney, Transactions Division..... | Barbara Wilson | |
| Attorney, Transactions Division..... | Jim Connolly | |
| Attorney, Transactions Division..... | Tenley Aldredge | |

Director, Health Services Division Beth Devery
 Attorney, Health Services Division Prema Gregerson
 Purchasing Agent Cyd Grimes, C.P.M.
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV Diana Gonzalez
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Vacant
 Purchasing Agent Assistant IV Lori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant III Vacant
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Elizabeth Corey, C.P.M.
 Purchasing Agent Assistant III Rosalinda Garcia
 Purchasing Agent Assistant III Loren Breland, CPPB
 Purchasing Agent Assistant II C.W. Bruner, CTP*
 Purchasing Agent Assistant III Nancy Barchus, CPPB
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis

FORMER EMPLOYEES

| <u>Position Held</u> | <u>Name of Individual Holding Office/Position</u> | <u>Date of Expiration</u> |
|-------------------------------------|---|---------------------------|
| County Executive, TNR | Joseph Gieselman | 01/31/12 |
| Purchasing Agent Assistant IV | Oralia Jones, CPPB | 07/31/12 |

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



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 11K00268JW, with Pavement Restoration, Inc. for Asphalt Rejuvenation Program

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.

TNR is requesting the award of a contract to Pavement Restoration, Inc. Previously, on June 19, 2007, the Commissioners Court approved an exemption (see attached) for the purchase of Reclamite Preservative Seal from Pavement Restoration Inc., the sole source applicator in the State of Texas as appointed by Tricor Refining, LLC, the manufacturer of the product. Tricor Refining, LLC's appointment of Pavement Restoration Inc. as the sole source applicator in the State of Texas remains (see attached).

On August 4, 2007, 07K00304JW was awarded to Pavement Restoration, Inc. Through that contract approximately 135 miles of County roadways were treated, in FY 2006 – 22 miles, FY 2007 – 23 miles, FY 2008 – 36 miles, FY 2009 – 27, FY 2010 – 23, and FY 2011 – 26 miles. TNR has experienced very good results with this asphalt pavement restoration and has extended the pavement life of the County's roadways.

Applying this product to roadways, that are good candidates for the application, allow their life to be extended by seven (7) to twelve (12) years before structural repairs are necessary. Through continuation of the application of this product, substantial budget savings will continue to be provided to Travis County, Travis County's roadway system will

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.

continue to maintain a high percentage of the Commissioners Court mandated rating - "Good to Fair".

Therefore, it is TNR's recommendation, with Purchasing's concurrence, that contract number 11K00268JW with Pavement Restoration, Inc. be awarded.

Ø **Contract Expenditures:** Within the last 12 months \$343,320.95 was spent against 07K00304JW, Pavement Restoration, Inc.'s previous contract.

Ø **Contract-Related Information:**

Award Amount: \$0.95 per square yard as-needed

Contract Type: Construction

Contract Period: 9/20/11 – 9/19/12

Ø **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

Ø **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Ø **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments:

Ø **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 521-4941-808-8164

Comments: As-needed basis

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.

**ORDER EXEMPTING PURCHASE OF
ASPHALT REJUVENATION PRODUCT
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

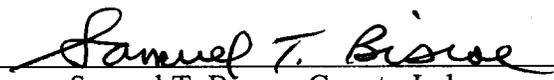
WHEREAS, the Commissioners Court of Travis County, Texas has received a sole source justification from Travis County Transportation and Natural Resources for the purchase of Reclamite Preservative Seal, an asphalt rejuvenation product, in support of the Alternative Paving Program, and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds there to be only one source available due to Reclamite Preservative Seal's manufacturer, Tricor Refining, LLC, having appointed Pavement Restoration, Inc. as the sole source applicator of their product in the State of Texas, and

WHEREAS, The Commissioners Court is authorized to exempt the purchase of an item or service, if only one source exists for items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies, from the bidding requirements of the County Purchasing Act, Texas Local Gov't Code Ann Section 262.023, pursuant to Texas Local Gov't Code Ann Section 262.024 (a) (7) (A), and

NOW THEREFORE, the Travis County Commissioners Court orders that the purchase of Reclamite Preservative Seal, from Pavement Restoration, Inc., is exempted from the bidding requirements of the County Purchasing Act, Texas Local Gov't Code Ann Section 262.024, because of the preclusion of competition due to the existence of patents, copyrights, secret processes, or monopolies.

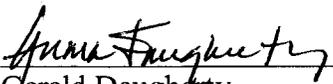
Signed and entered this 19th day of June, 2007.


Samuel T. Biscoe, County Judge
Travis County, Texas



Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2



Gerald Daugherty
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

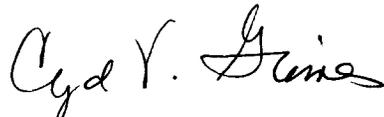
June 5, 2007

TO: Commissioners Court
Travis County, Texas

SOLE SOURCE ACQUISITION OF
ASPHALT REJUVENATION PRODUCT

I certify that the purchase of Reclamite Preservative Seal in support of the Alternative Paving Program for Travis County, constitutes a sole source procurement, and is only available through Pavement Restoration, Inc., the sole source applicator in the State of Texas, as appointed by Tricor Refining, LLC, the manufacturer of Reclamite Preservative Seal. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024(a)(7)(A).

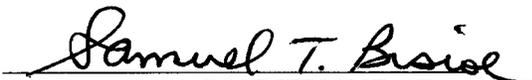
This statement is submitted pursuant to V.T.C.A. Local Government Code 262.024(a) and is to be entered into the Commissioners Court minutes.



Cyd V. Grimes, C.P.M.
Travis County Purchasing Agent

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON 6-19-07
(DATE)


(COUNTY JUDGE)



■ 1134 Manor Street, Oildale, California 93308
■ P.O. Box 5877, Bakersfield, California 93388
■ Phone: 661.393.7110
■ Fax: 661.393.2083

APRIL 19 2011

ATT: TRAVIS COUNTY PURCHASING
AUSTIN,
STATE OF TEXAS

RE: Sole Source Applicator for Reclamite Preservative Seal 2011

Pavement Restoration, Inc.
P.O. Box 1532
Boerne, Texas 78006

This letter is to advise that Tricor Refining, LLC has appointed Pavement Restoration Inc., Boerne, Texas to market and apply Reclamite® Preservative Seal as the sole source applicator in the State of Texas as of Jan 2006 .Pavement Restoration, Inc. has the necessary equipment and product familiarity to provide a successful application.

Tricor Refining, LLC – Reclamite® Preservative Seal is the only maltene based asphalt rejuvenator marketed nationally with a 30 year history of product use. Reclamite has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration value of the asphalt. Reclamite® data is presently being updated based on the test sections placed in the United States as part of the National Sealer Binder Study sponsored by the FP² and the National Center for Pavement Preservation. Reclamite is the only maltene based rejuvenator taking part in this study.

Please feel free to contact me if you have any questions regarding the use of Reclamite®

Yours truly,

Jim Brownridge

Marketing Manager
Tricor Refining, LLC
Producers of Golden Bear Preservation Products
Phone: 661.393.7110 extension 107
Cellular: 661.337.9979



CONTRACT

for

ASPHALT REJUVENATION PROGRAM

**COUNTY OF TRAVIS
STATE OF TEXAS
Austin, Texas**

CONTRACT NO: 11K00268JW

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**SECTION 00210 - PREVAILING WAGE RATE DETERMINATION
SITE CONSTRUCTION & BUILDING CONSTRUCTION CRAFTS**

NOTICE

The Travis County Commissioners Court has adopted the prevailing wage rates for Travis County as determined by the United States Department of Labor in accordance with the Davis –Bacon Act and its subsequent amendments. The prevailing wage rates for this project are those rates set forth for Travis County in the U.S. Department of Labor General Decisions for:

(1) Building Construction Projects and

(2) Highway Construction Projects.

Bidders may obtain copies of the U.S. Department of Labor General Decisions referenced above by contacting the Travis County Purchasing Office or by accessing the following website:

<http://www.access.gpo.gov/davisbacon/tx.html>

This determination of prevailing wages shall not be construed to prohibit the payment of more than the rate named. Under no condition shall any laborer, workman, or mechanic employed on this job be paid less than the minimum wage scale.

The Contractor shall comply with all applicable state and federal laws, including, but not limited to, laws concerned with labor, equal employment opportunity, safety, and minimum wage. The Contractor shall post the applicable Prevailing Wage Rate Determination in a prominent, easily accessible place at the work site. To ensure that the Contractor, and/or subcontractors are paying the posted specified rates (including fringe benefits when applicable) to all classifications of workmen, mechanics, and laborers, the County reserves the right to perform “spot labor interviews” and examine Contractor payroll information.

Pursuant to Chapter 2258 of the Texas Government Code:

1. A worker employed on a public work by or on behalf of the County shall be paid:
 - (a) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (b) not less than the general prevailing rate of per diem wages for legal holiday and overtime work. NOTE: This Paragraph Number 1 does not apply to maintenance work.
2. A worker is employed on a public work for the purposes of Paragraph Number 1 if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the County or any officer or department of the County.
3. The contractor who is awarded a contract by the County or a subcontractor of the contractor shall pay not less than the rates (plus fringe benefits when applicable) as listed in the U.S. Department of Labor General Decisions referenced above to a worker employed by the contractor to work on the project.
4. A contractor or subcontractor who violates this section shall pay to the County \$60.00 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates set forth in the U.S. Department of Labor General Decisions referenced above. The County shall use any money collected pursuant to this section to offset the cost incurred in the administration of the requirements of Chapter 2258.
5. The County will take notice of complaints of all violations of this chapter committed in the execution of the contract and withhold money forfeited or required to be withheld under Chapter 2258 from the payments to the contractor under the contract, except that the County may not withhold money from other than the final payment without a determination by the County that there is good cause to believe that the contractor has violated this chapter.

ATTACHMENT 1

IMPORTANT INFORMATION



YOU CAN DIRECT ANY WAGE DISPUTES OR QUESTIONS TO:

**TRAVIS COUNTY PURCHASING OFFICE
700 LAVACA STREET, SUITE 800
AUSTIN, TEXAS 78701
512-854-9700**

Pursuant to Section 2258.023(a) of the Government Code, "The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract."

ATTACHMENT 2

INFORMACION IMPORTANTE



TU PUEDES DISCUTIR O PREGUNTAR DE TU SALARIO DIRECTAMENTE CON:

**OFICINA DE COMPRAS DE TRAVIS COUNTY
700 LAVACA STREET, SUITE 800
AUSTIN, TEXAS 78701
512-854-9700**

De acuerdo con la seccion 2258.023(a) del Codigo del Gobierno, "El contratista al que le fue adjudicado un contrato por el Gobierno, o su subcontratista, debaran pagar a un trabajador contratado, no menos que las tarifas determinadas bajo la seccion 2258.022, para la ejecucion del contrato."

SECTION 00220 - WORKERS' COMPENSATION INSURANCE COVERAGE

The Texas Department of Insurance, Division of Workers' Compensation ("TDIDWC") has adopted Rule 110.110. Rule 110.110 applies to all building and construction contracts advertised for bid by a governmental entity on or after September 1, 1994. **Rule 110.100, and any amendments thereto, affects your bid on this project.**

Rule 110.110 is designed to achieve compliance from contractors, subcontractors, and governmental entities regarding workers' compensation insurance coverage. **This affects contractors, subcontractors, and the County on this project.**

Providing false or misleading certificates of coverage, failing to provide or maintain required coverage, or failing to report any change that materially affects the coverage may subject the contractor(s) or other persons providing services on this project to administrative penalties, criminal penalties, civil penalties, or other civil actions. **This affects contractors and subcontractors.**

Therefore, the attached is provided in accordance with the requirements on governmental entities as set forth in Title 28, Part 2, Section 110.110(c) of the Texas Administrative Code. Please read this carefully and prepare your bid in full compliance with TDIDWC Rule 110.110. Failure to provide the required certificates upon submission of a bid could result in your bid being declared non-responsive.

We do not believe that Rule 110.110 creates any additional duties or burdens on anyone which Texas workers' compensation laws, rules, and regulations have not already established. **Therefore, the County should not experience any increase in cost because of the need to comply with all Texas workers' compensation laws, rules, and regulations.**

Cyd V. Grimes, C.P.M.
County Purchasing Agent

Additional questions may be addressed to the Texas Department of Insurance, Division of Workers' Compensation Central Office, 7551 Metro Center Drive, Suite 100, Austin, Texas 78744-1609, (512) 804-4000.

TWCC RULE 110.110 WORKERS' COMPENSATION INSURANCE COVERAGE**A. Definitions:**

1. **"Certificate of Coverage"** - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the TWCC, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, OR TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the project, and valid for the duration of the project.
2. **"Duration of the Project"** - Includes the time from commencement of the Contractor's work on the project until completion and acceptance of such work by the governmental entity.
3. **"Persons/employees providing services on the project" and/or "Subcontractor" (as used in Section 406.096 of the Texas Labor Code)** - Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees.

This term includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling or delivering equipment or materials, or providing labor transportation, or other service related to the project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of the Texas Labor Code, Section 401.011 (44) for all employees of the Contractor providing services on the project, for the Duration of the Project.
- C. The Contractor must provide a Certificate of Coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the Contractor's current Certificate of Coverage ends during the Duration of the Project, the Contractor must, prior to the end of the coverage period, file a new Certificate of Coverage with the governmental entity showing that coverage has been extended.
- E. The Contractor shall obtain from each person providing services on the project, and provide to the governmental entity:
 1. A Certificate of Coverage, prior to that person beginning work on the project, so the governmental entity will have on file Certificates of Coverage showing coverage for all persons providing services on the project; and
 2. No later than seven (7) calendar days after receipt by the Contractor, a new Certificate of Coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the Duration of the Project.
- F. The Contractor shall retain all required Certificates of Coverage for the Duration of the Project and for one (1) year thereafter.

- G. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the TWCC, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - 1. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the Duration of the Project:
 - 2. Provide to the Contractor, prior to that person beginning work on the project, a Certificate of Coverage showing that coverage is being provided for all employees of the person providing services on the project, for the Duration of the Project:
 - 3. Provide the Contractor, prior to the end of the coverage period, a new Certificate of Coverage showing extension of coverage, if the coverage period shown on the current Certificate of Coverage ends during the Duration of the Project:
 - 4. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - 4.1 A Certificate of Coverage, prior to the other person beginning work on the project;
 - 4.2 A new Certificate of Coverage showing an extension of coverage, if the coverage period shown on the current certificate ends during the Duration of the Project;
 - 5. Retain all required Certificates of Coverage on file for the Duration of the Project and for one (1) year thereafter;
 - 6. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 7. Contractually require each person with whom it contracts, to perform as required by paragraphs I.1.- I-7., with the Certificates of Coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a Certificate of Coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the Duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier (or, in the case of self-insured persons or entities, with the TWCC's Division of Self-Insurance Regulation). Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach with ten (10) calendar days after receipt of notice of breach from the governmental entity.

**SECTION 00230
CONFLICT OF INTEREST QUESTIONNAIRE**

If required under Chapter 176 Texas Local Government Code, Contractor must file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor is solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein, and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

SECTION 00240 – FORFEITURE OF CONTRACT

Contractor shall forfeit all benefits of the Contract and County shall retain all performance by Contractor and recover all consideration or the value of all consideration paid to Contractor pursuant to this Contract if:

Contractor was doing business at the time of executing the Contract or had done business during the 365-day period immediately prior to the date on which Contractor executed the Contract with one or more Key Contracting Person listed in Exhibit A to Attachment 1 (Ethics Affidavit) if Contractor has not disclosed the name of the Key Contracting Person in the space provided in Exhibit A;

-or-

Contractor does business with any Key Contracting Person after the date on which Contractor executes the Contract and prior to full performance of the Contract and fails to disclose the name of that Key Contracting Person in writing to each member of the Commissioners Court, the Purchasing Agent, and to the County Clerk within ten (10) days after commencing business with that Key Contracting Person.

Definition of “was doing/does business”:

- (i) “Was doing business” and “does business” mean:
- (ii) paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
- (iii) loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include

- (iv) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
- (v) any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and
- (vi) a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee, or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

ATTACHMENT 1- ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 8/12/11

Name of Affiant: ROBERT B WIGGINS

Title of Affiant: PRESIDENT

Business Name of Contractor: PAVEMENT RESTORATION Inc

County of Contractor: KENDALL COUNTY TX

Affiant on oath swears that the following statements are true:

- 1. Affiant is authorized by Contractor to make this Affidavit for Contractor.
- 2. Affiant is fully aware of the facts stated in this Affidavit.
- 3. Affiant can read the English language.
- 4. Contractor has received the list of Key Contracting Persons associated with this Contract which is attached to this Affidavit as Exhibit "A".
- 5. Affiant has personally read Exhibit "A" to this Affidavit.
- 6. Affiant has no knowledge of any Key Contracting Person on Exhibit "A" with whom Contractor is doing business or has done business during the 365 calendar day period immediately before the date of this Affidavit.

[Signature]
Signature of Affiant

P.O. Box 1532

BOERNE TX 78006

Address

SUBSCRIBED AND SWORN TO before me by Robert Wiggins on Aug 12, 2011.

[Signature]
Notary Public, State of Texas

Austin Lee
Typed or printed name of notary

My commission expires: Jan 18, 2012

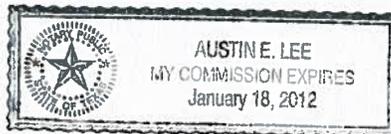


EXHIBIT A to Attachment 1
LIST OF KEY CONTRACTING PERSONS
August 9, 2011

CURRENT

| <u>Position Held</u> | <u>Name of Individual Holding Office/Position</u> | <u>Name of Business Individual is Associated</u> |
|--|---|--|
| County Judge | Samuel T. Biscoe | |
| County Judge (Spouse)..... | Donalyn Thompson-Biscoe | MHMR |
| Executive Assistant | Cheryl Brown | |
| Executive Assistant..... | Melissa Velasquez | |
| Executive Assistant..... | Josie Z. Zavala | |
| Executive Assistant..... | Cheryl Aker | |
| Commissioner, Precinct 1 | Ron Davis | |
| Commissioner, Precinct 1 (Spouse)..... | Annie Davis | Seton Hospital |
| Executive Assistant..... | Deone Wilhite | |
| Executive Assistant..... | Felicitas Chavez | |
| Commissioner, Precinct 2 | Sarah Eckhardt | |
| Commissioner, Precinct 2 (Spouse)..... | Kurt Sauer | Daffer McDaniel, LLP |
| Executive Assistant | Loretta Farb | |
| Executive Assistant | Joe Hon | |
| Executive Assistant | Peter Einhorn | |
| Commissioner, Precinct 3 | Karen Huber | |
| Commissioner, Precinct 3 (Spouse)..... | Leonard Huber | Retired |
| Executive Assistant..... | Garry Brown | |
| Executive Assistant..... | Lori Duarte | |
| Executive Assistant..... | Jacob Cottingham* | |
| Commissioner, Precinct 4 | Margaret Gomez | |
| Executive Assistant..... | Edith Moreida | |
| Executive Assistant..... | Norma Guerra | |
| County Treasurer | Dolores Ortega-Carter | |
| County Auditor | Susan Spataro, CPA | |
| County Executive, Administrative..... | Vacant | |
| County Executive, Planning & Budget..... | Rodney Rhoades | |
| County Executive, Emergency Services | Danny Hobby | |
| County Executive, Health/Human Services..... | Sherri E. Fleming | |
| County Executive, TNR | Steven M. Manilla, P.E.* | |
| County Executive, Criminal Justice Planning..... | Roger Jefferies | |
| Director, Facilities Management..... | Roger El Khoury, M.S., P.E. | |
| Chief Information Officer | Joe Harlow | |
| Director, Records Mgmt & Communications | Steven Broberg | |
| Travis County Attorney | David Escamilla | |
| First Assistant County Attorney | Steve Capelle | |
| Executive Assistant, County Attorney..... | James Collins | |
| Director, Land Use Division..... | Tom Nuckols | |
| Attorney, Land Use Division..... | Julie Joe | |
| Attorney, Land Use Division..... | Christopher Gilmore | |
| Director, Transactions Division | John Hille | |
| Attorney, Transactions Division | Tamara Armstrong | |
| Attorney, Transactions Division | Daniel Bradford | |
| Attorney, Transactions Division | Mary Etta Gerhardt | |
| Attorney, Transactions Division | Barbara Wilson | |
| Attorney, Transactions Division | Jim Connolly | |
| Attorney, Transactions Division | Tenley Aldredge | |
| Director, Health Services Division | Beth Devery | |
| Attorney, Health Services Division | Prema Gregerson | |
| Purchasing Agent | Cyd Grimes, C.P.M. | |
| Assistant Purchasing Agent | Marvin Brice, CPPB | |
| Assistant Purchasing Agent | Bonnie Floyd, CPPO, CPPB, CTPM | |

Purchasing Agent Assistant IVDiana Gonzalez
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVVacant
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVGeorge R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IIIVacant
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIIElizabeth Corey, C.P.M.
 Purchasing Agent Assistant IIIRosalinda Garcia
 Purchasing Agent Assistant IIILoren Breland, CPPB
 Purchasing Agent Assistant II.....C.W. Bruner, CTP*
 Purchasing Agent Assistant IIINancy Barchus, CPPB
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business AnalystScott Worthington
 Purchasing Business AnalystJennifer Francis
 TNRDon Ward

FORMER EMPLOYEES

| <u>Position Held</u> | <u>Name of Individual Holding Office/Position</u> | <u>Date of Expiration</u> |
|-------------------------------------|---|---------------------------|
| County Executive, TNR..... | Joseph Gieselman | 01/31/12 |
| Purchasing Agent Assistant IV | Oralia Jones, CPPB | 07/31/12 |

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

**SECTION 00300
CONTRACTOR'S PROPOSAL**

Travis County reserves the right to award a contract or contracts to the lowest responsive bidder or bidders, the entire program or portions of the program, or to award no contract at all, at the discretion of the County Commissioners Court.

| Bid Item | Spec. Item | Estimated Bid Quantity | Unit | Tech Spec | Description with Unit Price in words | Unit Price | Total Item Amount |
|----------|--------------|------------------------|------|-----------|---|----------------|-------------------|
| 1 | Special Spec | N/A | SY | | Application of Asphalt rejuvenating agent, including sand application, sweeping, traffic control, materials, equipment, and labor, complete, for Dollars and <u>NINETY FIVE</u> Cents per square yard. | \$ <u>0.95</u> | \$ <u>N/A</u> |

Note: Following listed Abbreviations used for proposed units:

- | | | | |
|---|------------------|-------------------|-----------------------------------|
| CY = Cubic Yard | LF = Linear Foot | STA = Stations | EACH = Each item or unit |
| AC = Acre | EA = Each | SY = Square Yards | HMAC = Hot Mix Asphaltic Concrete |
| GAL = Gallon | LS = Lump Sum | LBS = Pounds | |
| TONS = Tons | SF = Square Feet | MO = Month | |
| TC = TxDOT MUTCD Work Zone Traffic Control, including impact compliance | | | |

CERTIFICATE OF SECRETARY

I CERTIFY that:

I am the duly qualified and acting Secretary of Pavement Restoration Inc., a duly organized and existing

corporation of the State of FLORIDA
[Name of State]

The following is a true copy of a Resolution duly adopted by the Board of Directors of such corporation in a meeting legally held on the 12 day of AUGUST, 2011, and entered in the minutes of such meeting in the minute book of the Corporation.

RESOLVED, that this corporation enter and that ROBERT B Wiggins [Insert Name of Person Executing Contract], the PRESIDENT [Position With Corporation] of this corporation, is authorized and directed to execute on behalf of and as the act of this corporation the Contract for the Travis County ASPHALT RESTORATION together with all associated documents. The Secretary is directed to attach a copy of the Contract Documents to the minutes of this meeting and to make them a part of the corporate records.

The above Resolution is in conformity with the Articles of Incorporation and the Bylaws of the Corporation has never been modified or repealed and is now in full force and effect.

Date 8/12/11

Secretary DAVID WILLIS

President 

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal (the "Principal"), and the other undersigned as Surety, are held and firmly bound to Travis County, Texas in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, well and truly to be paid to Travis County, Texas, and we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by this document.

Whereas, the above-bound Principal has entered into a contract with Travis County, Texas, for the purpose of _____, which is attached to this performance bond, and whereas, pursuant to TEX. GOV'T CODE ANN., Ch. 2253 Principal is required before commencing the work provided for in that contract to execute a bond in the amount of that contract.

The condition of this obligation is that if the above bound-Principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every obligation required in the contract, in accordance with the Plans, Specifications, and Contract Documents, including warranties as provided for in the attached Contract, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

Witness our hands this _____ day of _____, 20 ____.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the By-laws showing that this person has authority to sign such obligations. If signed by an Attorney-in-Fact, the Travis County Purchasing Office must have a copy of the Power of Attorney in its files.

Surety Company Notice of Claim Information:

Name: _____

Mailing Address: _____

Physical Address: _____

Telephone Number: _____

Bond Number: _____

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal (the "Principal"), and the other undersigned as Surety, are held and firmly bound to Travis County, Texas in the penal sum of _____ Dollars (\$ _____), lawful money of the United States, well and truly to be paid to Travis County, Texas, and we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by this document.

Whereas, the above bound Principal has entered into a Contract with Travis County, Texas, for the purpose of _____, which is attached to this Payment Bond, and whereas, pursuant to TEX. GOV'T CODE ANN., Ch. 2253 Principal is required before commencing the work provided for in that Contract to execute a Bond in the amount of that Contract solely for the protection of all claimants supplying labor and materials as defined by law, in the prosecution of the work provided for in that Contract, for the use of each such claimant.

The condition of this obligation is that if the above-bound Principal, his or its heirs, successors, executors, and administrators must well and faithfully make payments to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in the attached Contract, then this obligation shall be null and void; otherwise it is to remain in full force and effect.

Witness our hands this _____ day of _____, 20 ____.

Principal

Surety

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

*Note: If signed by an officer of the Surety Company, there must be on file a certified extract from the By-laws showing that this person has authority to sign such obligation. If signed by an Attorney-in-Fact, the Travis County Purchasing Office must have a copy of the Power of Attorney in its files.

Surety Company Notice of Claim Information:

Name: _____

Mailing Address: _____

Physical Address: _____

Telephone Number: _____

Bond Number: _____

**SAFETY RECORD QUESTIONNAIRE
(must be submitted with executed Contract)**

The Travis County Commissioners Court desires to avail itself of the benefits of Section 262.0275 of the Local Government Code, and thereby consider the safety records of potential contractors prior to awarding bids on County contracts. Pursuant to Section 262.0275 of the Local Government Code, Travis County has adopted the following written definition and criteria for accurately determining the safety record of a bidder prior to awarding bids on County contracts.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

If the bidder in response to the questions in this Questionnaire reveals more than two cases in which final orders have been entered by the Occupational Safety and Health Review Commission (OSHRC) against the bidder for serious violations of OSHA regulations within the past three years, County will, at its discretion, determine whether to disqualify the bidder.

If the bidder in response to the questions in this Questionnaire reveals more than one case in which bidder has received a citation from an environmental protection agency for violations within the past five years, County will, at its discretion, determine whether to disqualify the bidder. Environmental Protection Agencies include the U.S. Army Corps of Engineer (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), and its past associated agency: the Texas Natural Resource Conservation Commission (TNRCC), the Texas Department of Health, the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ's regulations for documentation of Compliance History, 30 TAC, Chapter 60.2 (c) (1) and (2).

If the bidder in response to the questions in this Questionnaire reveals that the bidder has been convicted of a criminal offense within the past ten years which resulted in serious bodily harm or death, County will determine whether to disqualify the bidder.

In order to obtain proper information from bidders so that Travis County may consider the safety records of potential contractors prior to awarding bids on County contracts, Travis County requires that bidders answer the following three questions and submit them with their bids:

QUESTION ONE

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three years?

YES _____ NO _____

If the bidder has indicated YES for question number one above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations with the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, judicial final judgments. Notice of Violations and Notice of Enforcement received from TCEQ shall include those classified as major violations and moderate violations under TCEQ's regulations for documentation of Compliance History, 30 TAC, Chapter 60.2 (c) (1) and (2).

YES _____ NO ✓

If the bidder has indicated YES for question number two above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten years, of a criminal offense which resulted in serious bodily injury or death?

YES _____ NO ✓

If the bidder has indicated YES for question number three above, the bidder must provide to Travis County, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

ACKNOWLEDGEMENT

THE STATE OF TEXAS
COUNTY OF TRAVIS

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire will be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Signature

Title

[Handwritten Signature]
PRESIDENT

**SECTION - 00500
AGREEMENT FOR CONSTRUCTION SERVICES
CONTRACT NO. 11K00268JW**

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement is made and entered into this day by and between Travis County, Texas, hereinafter referred to as the "County" and **Pavement Restoration, Inc.**, hereinafter referred to as the "Contractor" and is binding upon their respective executors, administrators, heirs, successors, and assigns;

WHEREAS, the County desires to enter into a contract for the **Asphalt Rejuvenation Program** in Travis County, Texas, in accordance with the provisions of the state statutes and conforming to the Contractors' Notice of Construction, Contract Proposal, and Specifications, all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent and capable of performing the above desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the above mentioned Specifications and marked **Asphalt Rejuvenation Program**.

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Contract Proposal hereto attached and made part of this Contract, the Contractor agrees to do at its own proper cost and expense all the work necessary for the **Asphalt Rejuvenation Program** in Travis County, Texas, in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Contract Proposal as awarded by the Commissioners' Court, and the Specifications to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Contract Proposal, and the Specifications represent the entire and integrated contract between the County and the Contractor and supersede all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The term of the contract is for a twelve-month period commencing upon award by the Travis County Commissioners Court.

County may unilaterally extend this contract for (i) two additional one-year periods and (ii) three additional one-month periods (individually, an "Option to Extend" and collectively, the "Options to Extend"), and all provisions of this contract, except for term and price, will remain unchanged and in full force and effect. County will exercise an Option to Extend no sooner than 90 days prior to expiration of the then current term. The total term of this contract, including the Options to Extend, will not exceed 39 months. County has the right to exercise all or a portion of the Options to Extend in any combination it deems necessary.

For and in consideration of the Contractor's performance of the Work, County will pay the Contractor, in the manner provided for in Item 9 of Section 00700 of the General Conditions, on an "as-needed basis" based on the following Unit Price: **\$0.95 per Square Yard**.

Unit prices must remain firm for the period of the contract and must not include federal or state sales, excise, or use taxes. The unit prices offered will also remain firm for the option years, should County choose to exercise the option to renew, except for changes

that are industry wide and beyond the control of the contractor. **No unit price changes will be allowed during the initial twelve (12) month term of the contract.** *If such changes do occur, it will be the responsibility of the Contractor to provide documentation to County substantiating the changes to the unit prices.* Any price changes **must** be approved by County.

An estimate will be required for each job when requested by County. Within five working days after notification, Contractor must provide a complete estimate, including pricing according to the Unit Price as stated in Section 00300 Contractor's Proposal and Specifications. The estimate must also include the number of working days required to complete the job. The Contractor further agrees to be available for work within ten working days, after receipt of "Notice to Proceed"

Concurrently with the parties' execution of each job, the Contractor must furnish to the County (i) a payment bond in the full amount of the job if such amount is in excess of \$25,000.00 and (ii) a performance bond in the full amount of the job if such amount is in excess of \$100,000.00. Such bonds must be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. The Contractor must also furnish to the County the certificate of insurance naming the County as an additional insured and showing coverages in accordance with Section 00700 General Requirements, Item 7, 7.4 Insurance.

This contract is to be construed according to the laws of the State of Texas. The performance for this Contract will be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project are adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

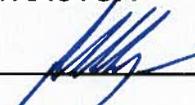
The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR _____.

TRAVIS COUNTY, TEXAS

Pavement Restoration, Inc.

CONTRACTOR

BY:  _____

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

COUNTY AUDITOR, TRAVIS COUNTY

SECTION 00700 - GENERAL CONDITIONS**ITEM 1**

- 1.01 Definitions - Wherever in these specifications or other contract documents, the following terms, abbreviations, or pronouns are used, the intent and meaning will be interpreted as follows:

Abbreviations

| | |
|---------------|---|
| AAN | American Association of Nurserymen |
| AASHTO | American Association of State Highway and Transportation Officials |
| AITC | American Institute of Timber Construction |
| ANSI | American National Standards Institute |
| API | American Petroleum Institute |
| AREA | American Railroad Engineers Association |
| ASTM | American Society for Testing Materials |
| AWG | American Wire Gage |
| AWPA | American Wood Preservers Association |
| AWPB | American Wood Preservers Bureau |
| AWPI | American Wood Preservers Institute |
| AWS | American Welding Society |
| DFPA | Douglas Fir Plywood Association |
| IES | Illuminating Engineering Society |
| IMSA | International Municipal Signal Association |
| ITE | Institute of Transportation Engineers |
| NBFU | National Board of Fire Underwriters |
| NEC | National Electrical Code (Published By NBFU) |
| NEMA | National Electrical Manufacturers Association |
| NFPA | National Forest Products Association |
| SFPA | Southern Forest Products Association |
| SPIB | Southern Pine Inspection Bureau |
| TMUTCD | TX Manual on Uniform Traffic Control Devices for Streets and Highways |
| TXDOT | Texas Department of Transportation |
| TCEQ | Texas Commission on Environmental Quality |
| UL | Underwriters Laboratory, Inc. |
| WWPA | Western Wood Products Association |

1.02 Certificate of Insurance

Proof of insurance in an approved form covering standard insurance requirements.

1.03 Change Directive

A written directive to the Contractor, signed by the Owner, ordering a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Amount or Contract Time, or both. A Change Directive may be used in the absence of total agreement on the terms of a Change Order. A Change Directive does not change the Contract Amount or Contract Time, but is evidence that the parties expect that the change directed or documented by a Change Directive will be incorporated in a subsequently issued Change Order.

1.04 Change Orders

Written agreements entered into between Contractor and Owner authorizing an addition, deletion, or revision to the Contract, issued on or after the Execution date of the Agreement.

1.05 Commissioners Court

The duly elected County Judge and four County Commissioners; the legally constituted governing body of Travis County.

1.06 Construction Administrator

The Consulting engineering firm hired by the County to prepare sealed plans and specifications or such other firm or entity as the County may designate, if any. The County reserves the right to perform this function with its own personnel, in whole or in part, at any time during the term of the Contract.

1.07 Construction Site Notice

The Construction Site Notice ("CSN") is a standard form promulgated by TCEQ and prepared by the County that is required for the Storm Water Pollution Prevention Plan ("SWP3"). The CSN must be posted and maintained on the construction site throughout construction of the project until final site stabilization is completed.

1.08 Contract

The agreement between the County and the Contractor covering the furnishing of materials and performance of the work. The contract includes the Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), the Contract Document, Bonds, the General Conditions, the Supplementary Conditions, Plans and Specifications, and Supplemental Agreements approved by authorized representatives of the County and the Contractor.

1.09 Contract Time

The number of calendar days or working days allowed for completion of the work as defined by the Contract. When any period is referred to in days, it will be computed to exclude the first and include the last day of such period.

1.10 Contractor

The individual, firm, corporation, or any combination thereof with which the contract is made by the County.

1.11 County

Travis County, a political subdivision of the State; Owner.

1.12 Department

The Texas Department of Transportation ("TxDOT").

1.13 Engineer

The Public Works Director of the Travis County Transportation and Natural Resources Department ("TNR") or his authorized representative.

1.14 Field Order

A written order issued by the Owner's Representative which orders minor changes in the Work and which does not involve a change in the Contract Amount or the Contract Time.

1.15 Highway, Roadway, Street, or Road

A general term denoting a public way for purposes of vehicular travel, the movement of people, distribution of goods, and provision of essential services, including the entire area within the right of way.

1.16 Inspector

The authorized representative of the Engineer assigned to supervise and inspect any or all parts of the work and the materials to be used therein.

1.17 Laboratory

Any qualified commercial laboratory that may be designated or approved by the Engineer.

1.18 Nonresident Bidder

A bidder whose principal place of business is not in Texas; includes a bidder whose ultimate parent company or majority owner does not have its principal place of business in Texas.

1.19 Notice to Proceed

A written notice given by the Travis County Purchasing Agent to the Contractor fixing the date on which the contract time will commence to run and on which the Contractor is allowed to perform the work under the contract documents.

1.20 Owner

Travis County, a political subdivision of the State of Texas.

1.21 Owner's Representative

The designated representative of the Owner.

1.22 Payment Bond

The security furnished by the Contractor solely for the protection of claimants, as defined by law, supplying labor and materials for the prosecution of the work in accordance with the terms of the contract.

1.23 Performance Bond

The security furnished by the Contractor to guarantee the completion of the work in accordance with the terms of the contract.

1.24 Plans

The drawings included in the bid documents and any subsequent drawings approved by the Engineer or true reproductions thereof which show the location, character, dimensions, and details of the work and which are a part of the contract.

1.25 Project

The specific section or sections of the proposed public improvement together with all appurtenances and construction to be performed thereon under the contract.

1.26 Proposal or Bid

The offer of the bidder, made out on a prescribed form, giving unit prices for performing the work described in the plans and specifications.

1.27 Purchasing Agent

The purchasing agent for the County who reports to the Travis County Purchasing Board and her designated representatives.

1.28 Resident Project Representative

The individual representing the owner, sometimes selected from the design professional's firm, who administers the construction contract and monitors progress and the relationship among the project site personnel.

1.29 Right of Way

The land provided for a highway or other public utility or conveyance.

1.30 Screens and Sieves

Have the meanings defined by the ASTM.

1.31 Specifications

The directions, provisions, and requirements contained herein, supplemented by such special provisions as may be issued or made pertaining to the method and manner of performing the work or to quantities and qualities of materials to be furnished under the contract. In the event that a technical specification is not included or when additional work is required, the relevant provisions of the TxDOT Standard Specifications will apply. Where the phrases "or directed by the Engineer," "ordered by the Engineer," or "to the satisfaction of the Engineer" occur, it is to be understood that the directions, orders, or instructions to which they relate are within the limitations of, and authorized by the contract. Special provisions will cover work pertaining to a particular project and included in the Bid Proposal but not covered by the Specifications. Where reference is made to specifications of ASTM, AASHTO, or Bulletins and Manuals of the Department, it will be construed to mean the latest standard or tentative standard in effect on the date of the bid.

1.32 Storm Water Pollution Prevention Plan ("SWP3")

The portions of the plans and specifications in the bid documents which are included to meet the regulatory requirements of the TCEQ General Permit TXR150000 For Storm Water Discharges From Construction Activities, and corresponding requirements in the Travis County MS4 Permit TXR040327 and Storm Water Management Program ("SWMP") approved by TCEQ. The measures and controls in the SWP3 are required to be implemented by the Contractor to prevent storm water and pollutant discharges from the Project construction activities to the maximum extent practicable ("MEP").

1.33 State

The State of Texas.

1.34 Superintendent

The representative of the Contractor authorized to receive and fulfill instructions from the Engineer, and who must supervise and direct the construction.

1.35 Supplemental Agreements

Written agreements entered into between the Contractor and the County and approved by the Surety, covering alterations and changes in plans which are necessary to the proper completion of the work.

1.36 Surety

The corporate body or bodies bound with and for the Contractor for the faithful performance of the work covered by the contract and for the payment for all labor and material supplied in the prosecution of the work.

1.37 The Work

The work must include the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all duties and obligations imposed by the contract.

1.38 Working Day

A working day is defined as a calendar day, not including Saturdays, Sundays, or legal holidays as authorized and designated by the Commissioners Court, in which weather or other conditions not under the control of the Contractor will permit the performance of the principal unit of work underway for a continuous period of not less than 7 hours between 7 a.m. and 6 p.m. For every Saturday or legal holiday except the following holidays:

New Years Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve (when it falls on a weekday) and Christmas Day

on which the Contractor chooses to work, one day will be charged against the contract working time when weather conditions will permit 7 hours of work as delineated above. The principal unit of work will be that unit which controls the completion time of the contract. Nothing in this item will be construed as prohibiting the Contractor from working on Saturdays or legal holidays, except those listed above, if it so desires. Work on Sunday and on the legal holidays listed above will not be permitted except in cases of extreme emergency and then only with the written permission of the Engineer. If Sunday work or work on the legal holidays listed above is permitted, working time will be charged on the

same basis as weekdays. The Engineer may suspend the work and the "Time Charge," in accordance with Paragraph 8.4, "Temporary Suspension of Work" of Item 8, "Prosecution and Progress," on the day proceeding or following one of the listed holidays if the Engineer and the Contractor mutually agree the Contractor should not work. Such suspension will be based upon past experience as to the volume of holiday traffic that may be expected and the hazard to the traveling public and/or Contractor's employees that project operations would present.

1.39 Working Hours

All construction work must be done between 7:00 a.m. and 6:00 p.m. unless otherwise authorized by the Owner's Representative.

ITEM 3

AWARD AND EXECUTION OF CONTRACT

3.4 Execution of Contract, Bonds, and Certificate of Insurance

The Contractor must sign and furnish to the Commissioners Court the original signed contract with the submittal of its Contractor Proposal. Within 10 calendar days of written notification of award of the contract, the lowest responsible bidder must furnish to the County a performance bond (for contracts in excess of \$100,000) and a payment bond (for contracts in excess of \$25,000), each in the full amount of the contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas, and a Certificate of Insurance, naming Travis County as an additional insured, showing coverage in accordance with contract requirements.

The performance bond and payment bond are to be furnished as a guarantee of the faithful performance of the work and for the protection of the claimants for labor and materials as outlined in the Item 1, "Definition of Terms."

When the amount of the contract is \$25,000 or less, a performance bond and payment bond will not be required. When the amount of the contract is \$100,000 or less, a performance bond will not be required.

3.5 Award and Approval of Contract

The contract will be approved and signed under authority of the Commissioners Court.

3.6 Failure to Deliver Bonds, Certificate of Insurance, or to Submit Trench Excavation Protection System Plan

Failure of the Contractor to file the bonds and Certificate of Insurance within 7 calendar days after written notification of the award of the contract, or, when prepared, to submit to the Engineer a Trench Excavation Protection System Plan, prepared by a Texas-licensed Professional Engineer in compliance with 29 C.F.R. Part 1926 Subpart P, within 21 calendar days after written notification of the award of the contract, will be grounds for the County to declare Contractor in default and to terminate the Contract.

3.7 Beginning of Work

The Contractor must commence construction within 14 calendar days after the effective date of the written "Notice to Proceed." The County will prepare the Construction Site Notice ("CSN") required for the SWP3 and give a copy to the

Contractor to post on the Project site at least 7 calendar days prior to beginning construction clearing and grading activities. The County will post the CSN initially if necessary for instances when the Notice to Proceed is issued less than 7 days before the commencement of clearing or grading activities. The CSN must remain posted by the Contractor throughout the Project construction in the place where the Contractor posts and maintains other notices and permits required for the Project. Prior to beginning grading and clearing construction activities, the first phase of erosion and sedimentation controls and all tree fencing required in the SWP3 must be installed by the Contractor. A field pre-construction meeting must be held with the Contractor and the County to verify the first phase of these controls is correctly in place prior to the Contractor beginning grading and clearing activities.

3.8 Antitrust

The Contractor, by virtue of signing the contract, assigns to the County any and all claims for overcharges associated with the contract which arise under the antitrust laws of the United States, 15 U.S.C.A., Section 1 et seq.

ITEM 4

SCOPE OF WORK

4.1 Intent of Plans and Specifications

It is the intent of the plans and specifications to describe a completed work to be performed under the contract. Unless otherwise provided, the Contractor must furnish all materials, supplies, tools, equipment, supervision, and labor necessary for the proper prosecution and completion of the work.

4.2 Changes and Alterations

The Engineer has the right to make changes and alterations in the plans as may be considered necessary or desirable. Such changes and alterations will not be considered as a waiver of any condition of the contract, nor will they invalidate any of the provisions thereof. The Contractor must perform the work as changed or altered.

Necessary work resulting in a substantial change in the character of the work will be, upon demand of either party to the contract, considered as "Extra Work." Changes made for the convenience of the Contractor will not be considered "Extra Work."

A substantial change in the character of the work is defined as:

- (a) A required change in design or specifications which materially affects the unit cost of an item, or
- (b) A required change in the plans which requires the Contractor to repeat work previously completed, or
- (c) A required change in the construction methods for a contract item which significantly increases or decreases the amount of equipment, labor, or subordinate materials required to complete the item of work.

Increases or decreases in the quantity of work or materials to be furnished under an item in the contract and placed in accordance with the contract specifications and plan requirements will not be considered as a change in the character of the

work but will be considered under Paragraph 4.13 (Increases and Decreases in Quantity of Work) below.

4.3 Extra Work

Work made necessary by changes and alterations of the plans or for other reasons for which no prices are provided in the contract will be defined as "Extra Work" and must be performed by the Contractor in accordance with appropriate specifications and as directed by the Engineer; however, the Contractor must not begin any extra work until the County executes a Change Order, Change Directive, Field Order or Force Account Agreement.

4.4 Change Orders

The Owner and the Contractor will execute appropriate written Change Orders to cover: (1) a change in the work; (2) the amount of the adjustment in the Contract Amount, if any; and (3) the extent of the adjustment in the Contract Time, if any. An executed Change Order must show the complete, equitable, and final amount of adjustment in the Contract Amount and/or Contract Time owed to the Contractor or the Owner as a result of the occurrence or event causing the change in the Work encompassed by the Change Order.

4.5 Change Directives

Without invalidating the Contract, Owner may, by written Change Directive, using a mutually agreed basis for adjustment of Contract Amount and Contract Time, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. A Change Directive is for Work where no bid price is available in the Contract or the conditions do not allow time for the process of a formal Change Order. A subsequent Change Order must be processed as soon as the adjusted amount of Work, Contract Amount and Contract Time can be defined; however, in no case will the Change Order be processed later than 7 calendar days after the completion of the changes. A Change Directive must not be used for changes which may result in an increase of more than \$5,000 in Contract Amount unless approved in writing by the Engineer.

4.6 Field Orders

Owner's Representative may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment of the Contract Amount or Contract Time and are compatible with the design concept of the completed project as a functioning whole as indicated by the contract documents. These must be accomplished by written Field Order and will be binding on Owner and on Contractor who must perform the work involved promptly. If Contractor believes that a Field Order would require an adjustment in Contract Amount or Contract Time, Contractor must not perform the work covered by the Field Order until a written Change Directive or Change Order is approved. If the Field Order resulted in changes on the construction drawings, the changes must be redlined on the Inspector's set of construction drawings and incorporated into the final as-built drawings.

4.7 Maintenance of Detours

The Contractor must do such work as may be necessary to provide and maintain detours and facilities for safe public travel in accordance with the plans and these specifications. The Contractor must provide and maintain in passable condition, as specified under Paragraph 7.6 (Public Safety and Convenience) and 7.7 (Barricades and Danger, Warning, and Detour Signs, and Traffic Handling): (1)

such temporary roads and structures as may be necessary to accommodate public travel, and (2) temporary approaches and crossings of intersecting highways.

4.8 Rights in and Use of Materials Found on the Right of Way

The Contractor may, if approved by the Engineer, use in the work any suitable stone, gravel, or sand found in the excavation and will be paid for the excavation of such materials at the contract price bid. However, the Contractor must replace, at its own expense, any materials it removed that were intended for use in embankments, backfill, approaches, or elsewhere with other suitable materials. No charge for materials so used will be made against the Contractor unless the Contractor fails to replace the removed materials with other suitable materials. The Contractor must not excavate or remove any material from within the right-of-way or easements which is not within the excavation, as indicated by the slope and grade lines, without prior written authorization from the Engineer.

4.9 Final Cleaning Up

Upon completion of the work and before acceptance and final payment is made, the Contractor must clean, remove rubbish and temporary structures from the right of way and easements, restore in an acceptable manner all property which has been damaged during the prosecution of the work, and leave the site of the work in a neat and presentable condition throughout. All final cleaning up and site stabilization must be in conformance with the approved SWP3 for the Project.

Upon the completion of any structure, all excess materials, cofferdams, construction buildings, temporary structures, and debris and sediment resulting from construction must be removed. Where work is in a stream, all debris and sediment must be removed to the ground line of the bed of the stream, and the stream channels, structure, and highway left unobstructed and in a neat and presentable condition. Materials cleared from the right of way and deposited on property off the project right-of-way will not be considered as a satisfactory method of disposal, unless approved by the Engineer. A letter provided by the Contractor and signed by the property owner allowing disposal of material is required, as well as documentation that placement of this fill complies with all permitting requirements of the County and any other applicable governmental jurisdictions, before the Engineer will approve the disposal of material on property off the right-of-way. No direct payment will be made for this work, its cost being included in the unit prices bid. The Contractor is responsible for securing all applicable permits.

4.10 Storm Water Pollution Prevention Plan ("SWP3") and Environmental Management

The Contractor must manage and maintain the entire construction site in accordance with the approved SWP3 and all applicable environmental, health, and safety regulations, in order not to negatively impact the environment. The Contractor must employ personnel that have the necessary experience, qualifications, and training to install, inspect, and maintain the controls and measures required in the SWP3. The SWP3 includes sediment controls and other structural and non-structural practices to prevent discharges of sediment and other pollutants to adjacent waterways and off-site areas. The SWP3 also includes delineation of the limits of construction, clearing, temporary spoils storage, permanent spoil disposal, staging areas, and haul roads. Areas where construction has temporarily ceased must be stabilized in accordance with the SWP3 and General Permit. Final stabilization of the Project Site is required, including seeding, watering, and other measures to re-establish grass cover. Preservation and fencing of all trees designated to be saved is required in accordance with the plans. Other SWP3 measures include construction site

entrance and exit controls; dust control; solid waste management and disposal; controls for de-watering, concrete truck wash-out, and work adjacent to streams; spill prevention and control; proper industrial and hazardous materials use, storage, and disposal, etc. Other environmental, health, and safety requirements in addition to the SWP3-related items include proper management of site burning and abatement and mitigation of excessive or unnecessary construction noise.

4.11 Removal and Disposal of Structures and Obstructions

All fences, buildings, and structures of any character not necessary to the construction of the work or other obstructions upon or within the limits of the right of way must be removed by the Contractor and disposed of as directed. Unless otherwise provided in the contract, the removal and disposal of such structures and obstructions must be performed by the Contractor at its own expense and will be considered incidental to other items of the contract. However, all utility lines along and across the right of way, must be protected by the Contractor. The respective owners of any utility line in conflict with the work herein provided must remove and/or adjust such line at no cost to the Contractor.

4.12 "Or Equal" Clause

Whenever a material or article required is specified or shown on the plans, by using the name of a proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory, provided the material or article so proposed is of equal substance and function and is approved in writing by the Engineer.

4.13 Increases and Decreases in Quantity of Work

The Engineer will have the right to increase or decrease the quantities of the work, as may be considered necessary or desirable. Such increases or decreases will not be considered as a waiver of any condition of the contract, nor will they invalidate any of the provisions thereof. The Contractor must perform the work as increased or decreased. Payment to the Contractor for contract items will be made for the actual quantities of work done or material furnished at the unit prices set forth in the contract, except as provided (1) in specification items requiring plan quantity payment, (2) for changes in the character of the work, and (3) for overruns and under-runs of major items.

A major item is defined as any individual bid item included in the bid that has a total cost equal to or greater than 5 percent of the original contract or \$100,000, whichever is less.

When the quantity of work to be done or the quantity of material to be furnished under any major item of the contract is more than 120 percent of the quantity stated in the bid, then either party to the contract, upon demand, is entitled to revised consideration on the portion of work above 120 percent of the quantity stated in the bid.

When the final quantity of work done under any major item of the contract is less than 80 percent of the quantity stated in the bid, the adjusted unit price to apply to the final quantity of work performed under the Item will be determined by multiplying the unit bid price by the factor obtained from Table I. In no instance will the product of the adjusted price and the final quantity of work exceed the product of the original contract unit price and 80 percent of the original contract quantity, and in no instance will the unit price be adjusted to more than 125 percent of the original contract unit price.

TABLE I

| % | Factor | % | Factor |
|-------|--------|----|----------|
| 20-24 | 1.01 | 60 | 1.13 |
| 25-28 | 1.02 | 61 | 1.14 |
| 29-32 | 1.03 | 62 | 1.15 |
| 33-35 | 1.04 | 63 | 1.16 |
| 36-38 | 1.05 | 64 | 1.17 |
| 39-41 | 1.06 | 65 | 1.18 |
| 42-44 | 1.07 | 66 | 1.19 |
| 45-47 | 1.08 | 67 | 1.20 |
| 48-50 | 1.09 | 68 | 1.21 |
| 51-53 | 1.10 | 69 | 1.22 |
| 54-56 | 1.11 | 70 | 1.23 |
| 57-59 | 1.12 | 71 | 1.24 |
| | | 72 | and 1.25 |

ITEM 5**CONTROL OF THE WORK****5.1 Authority of Engineer**

The work will be observed, tested, and inspected by the Engineer and must be performed to his satisfaction, in accordance with the contract, plans, and specifications. The Engineer will decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the interpretations of the plans and specifications; and the acceptable fulfillment of the contract on the part of the Contractor. The Engineer's decisions are final, and he has executive authority to enforce and make effective such decisions and orders.

5.2 Authority of Construction Administrator

The Construction Administrator will act on all questions arising under the terms of the contract between the parties thereto, and, along with the Engineer, has authority for the purpose of resolving technical matters. In any case, the decision of the Travis County Commissioners Court is final and binding.

5.3 Plans

The plans will show in detail the work to be accomplished under the contract. When supplementary plans, shop drawings, shop details, erection drawings, working drawings, or other drawings are required, they must be furnished by the Contractor, and approved by the Engineer prior to the beginning of the work involved. These drawings must be in standard English units and must be in the English language. Authorized alterations will be approved by endorsement on the plans or shown on supplementary sheets. The approval by the Engineer of the Contractor's working drawings will not relieve the Contractor of any responsibility under the contract.

It is the responsibility of the Contractor to verify all quantities of materials shown on the plans before ordering same, as payment is provided for acceptable materials completely in place, and materials rejected due to improper fabrication or excess quantity or for other reasons within the control of the Contractor will not be paid for regardless of the quantities or dimensions shown on the plans. The Engineer, when requested, may check any or all material orders prepared by the Contractor, but such check will not relieve the Contractor of responsibility.

5.4 Conformity with Plans, Specifications, and Special Provisions

All work performed and all materials furnished must conform with the lines, grades, cross sections, dimensions, details, gradations, and physical and chemical characteristics of materials in accordance with tolerances shown on the plans or indicated in the specifications and special provisions unless otherwise directed by the Engineer.

In the event the Engineer finds that the work performed or the materials used do not conform with the plans, specifications, and special provisions, the affected material or product must be removed and replaced or otherwise satisfactorily corrected by and at the expense of the Contractor.

Deviations from the plans and approved working drawings as may be required will in all cases be determined by the Engineer and, if approved, will be authorized in writing by the Engineer.

5.5 Coordination of Plans, Specifications, Special Provisions, and Standard Instructions to Bidders

The specifications, accompanying plans, special provisions, standard instructions to bidders, and supplemental agreements are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. In the event that a technical specification is not included or when additional work is required, the relevant provisions of the TxDOT Standard Specifications or City of Austin Standard Detail or Specifications, as dictated by the Engineer, will apply. They are intended to be cooperative and to describe and provide for a complete work. In cases of disagreement, figured dimensions will govern over scaled dimensions, specifications will govern over plans, and special provisions will govern over both specifications and plans.

5.6 Cooperation of Contractor

The Contractor will be supplied with four copies of the plans, specifications, and special provisions, and it must have available at the work site at all times one copy of each. It must give the work its constant attention to facilitate the progress thereof and must cooperate with the Engineer in every way possible. The Contractor must have at all times a satisfactory and competent English-speaking Superintendent at the work site authorized to receive orders and to act for him/her. The Contractor must designate to the Engineer in writing the name of such Superintendent, and he must be furnished by the Contractor regardless of how much of the work may be sublet.

5.7 Control Stakes

It is the responsibility of the Contractor to construct the work to the position and elevations as set out on the plans and approved changes. A fully controlled, referenced, and monumented traverse line and a calculated centerline of the project have been established by the County. Survey information concerning the traverse line will be furnished to the Contractor. It is the Contractor's responsibility to perform centerline staking from reference ties (coordinates) to the control traverse and perform all other surveys required for construction based on the centerline.

The Contractor must provide a qualified and experienced force to perform this work and must keep the Engineer informed a reasonable time in advance of the time and place it intends to work. Copies of all cut sheets must be furnished to the inspector when issued by the Contractor.

The Engineer may, at his option, make spot or complete checks on all construction alignment and grades to determine the accuracy of the Contractor's

survey work. These checks will not relieve the Contractor of its responsibility for constructing the work to the positions and elevations as shown on the plans or approved changes. Computations, sketches, and other drawings used in the design and layout of this project made available to the Contractor will not relieve the Contractor of its responsibility as set out above.

The Contractor must furnish all stakes and other materials necessary to set and preserve control points for alignment and grade.

The Contractor is responsible for the preservation of all control and right-of-way points established by the Engineer and if, in the opinion of the Engineer, any stakes or bench marks have been carelessly or willfully destroyed or disturbed by the Contractor, they must be replaced by the Contractor or the cost of replacing them will be charged against the Contractor and deducted from the payment for the work.

No direct payment will be made for this work, but the cost of all labor, equipment, and supplies necessary to perform the work must be included in the contract unit prices bid for the various contract items.

5.8 Storm Water Pollution Prevention Plan (SWP3) Responsibilities and Authority

Travis County is the Operator of the Travis County Municipal Separate Storm Sewer System ("MS4") under MS4 Permit # TXR040327 and the County's MS4 Storm Water Management Program ("SWMP") approved by the Texas Commission for Environmental Quality (TCEQ). SWMP Minimum Control Measure ("MCM") 7 gives Travis County authority to permit its own construction activities in the County MS4 as the Primary Construction Site Operator with operational control over construction plans and specifications. Travis County will provide the Storm Water Pollution Prevention Plan (SWP3) included in the plans; sign a Construction Site Notice (CSN) to be posted and maintained on the Project Site by the Contractor; authorize and direct ongoing revisions and maintenance to the SWP3 by the Contractor as necessary; prepare and sign SWP3 Inspection Reports required by the MS4 Permit # TXR040327, and approve final stabilization and completion of SWP3 items for the Project.

The Contractor is the Primary Construction Site Operator with day-to-day operational control of construction site activities. The Contractor must sign the SWP3 Compliance Agreement and Certification included in this contract and is responsible for implementing and maintaining all SWP3 requirements continuously in accordance with the approved plans, specifications, contract, TCEQ General Permit, and Travis County MS4 Permit and SWMP. The Contractor must employ personnel with the necessary experience, qualifications, and training to install, inspect, and maintain the controls and measures required in the SWP3. The Contractor must post and maintain the County CSN and comply with TCEQ regulations for filing and posting a separate CSN and Notice of Intent (NOI) for the Project. The Contractor is not required to prepare a separate SWP3 document or submit signed SWP3 Inspection Reports to TCEQ for the Project. However, the Contractor must provide weekly written SWP3 inspection reports, in a report format provided by the County, to the County's inspector.

The Contractor must perform inspections, in addition to those required in the construction drawing and project manual, which he or she deems necessary to maintain compliance with the approved SWP3 measures and controls and TCEQ regulations. The cost for performing such inspections will not be paid directly by the Owner but will be considered subsidiary to other bid items. The Contractor's or subcontractor's SWP3-related inspection reports must be submitted to the Owner for inclusion in the Owner's SWP3 report filing.

5.9 Authority and Duties of Inspectors

Inspectors are authorized to inspect all work done and all materials furnished. Such inspections may extend to all or to any part of the work and to the preparation or manufacture of the materials to be used. An Inspector will be assigned to the work by the Engineer and will report to the Engineer as to the progress of the work and the manner in which it is being performed. An Inspector will also report to the Engineer whenever it appears that the materials furnished or the work performed by the Contractor fails to fulfill the requirements of the specifications and contract. The Inspector will call the attention of the Contractor to any such failure or other infringement. Such inspection will not relieve the Contractor from any obligation to perform the work in accordance with the requirements of the specifications and contract.

In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector has the authority to reject materials or suspend work until the questions at issue can be referred to and decided by the Engineer. The Inspector is not authorized to revoke, alter, enlarge, or release any requirement of these specifications; to approve or accept any portion of work; or to issue instructions contrary to the plans and specifications. He will in no case act as foreman or perform other duties for the Contractor nor interfere with the management of the work.

5.10 Inspection

The Contractor must furnish the Engineer and Inspectors with every reasonable facility for ascertaining whether or not the work as performed is in accordance with the requirements and intent of the contract. Before the acceptance of the work, the Contractor must, if the Engineer so requests, remove or uncover any portions of the finished work as may be directed. After examination, the Contractor must restore said portion of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing and replacing of the covering or making good of the parts removed will be paid for as "Extra Work;" but should the work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed will be at the Contractor's expense. No work may be done nor materials used without suitable supervision or inspection.

5.11 Federal Inspection

When the United States Government is to pay a portion of the cost of the work covered by the contract, the work is subject to inspection by United States Government representatives. Such inspections do not make the United States Government a party to the contract.

5.12 Removal of Defective and Unauthorized Work

All work which has been rejected must be remedied or removed and replaced in a manner acceptable to the Engineer and must be performed by the Contractor at its own expense. Work done beyond the lines and grades given or as shown on the plans, except as herein provided, or any extra work done without written authority will be considered unauthorized and done at the expense of the Contractor and will not be paid for. Work so done may be ordered removed at the Contractor's expense. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this paragraph, the Engineer is authorized to cause defective work to be remedied or removed and replaced and unauthorized work to be removed, and the cost thereof may be deducted from any money due or to become due to the Contractor.

5.13 Final Inspection

Whenever the work provided for, in, and contemplated under the contract has been satisfactorily completed and the final cleaning up performed, the Engineer will make a final inspection. After such final inspection, if the work is found to be satisfactory, the Contractor will be notified in writing of the acceptance of same. No time charge will be made against the Contractor between said date of notification of the Engineer in charge and the date of final inspection of work.

Where the work consists of concrete pavements or concrete base, the "Final Acceptance" does not release the Contractor from responsibility for the thickness of the concrete, which will be determined by means of taking cores from the pavement. The coring of the pavement will be done within 90 days from completion of the pavement.

Final acceptance does not relieve the Contractor from any obligation for replacement or repair of any work or materials due to latent defects of materials or workmanship.

5.14 Final Completion and Acceptance

When the work has been completed or substantially completed, the Contractor must give the Engineer written notice. Within 10 working days after receipt of this notice, the Construction Administrator and the County will inspect the work and if the work is found to be completed in accordance with the Contract Documents, the Construction Administrator must issue to the County and the Contractor his Certificate of Completion. It will then be the duty of the County within 10 working days after receipt of the Certificate of Completion to issue a Certificate of Acceptance of the work to the Contractor or to advise the Contractor in writing of the reason for non-acceptance.

5.15 Existing Structures

The plans show the locations of all known surface and subsurface structures. However, the location of many gas mains, water mains, conduits, sewers, abandoned wells, septic drain fields, landfills, underground storage tanks, etc., are unknown, and the County assumes no responsibility for failure to show any or all of these structures on the plans or to show them in their exact location. It is mutually agreed that such failure will not be considered sufficient basis for any claim for additional compensation for extra work or for increasing the pay quantities or any claim for additional working days in any manner whatsoever unless the obstruction encountered is such as to necessitate changes in the lines or grades or requires the building of special work, in which case the provisions in these specifications for payment of extra work will apply.

5.16 Final Payment

Upon the issuance of the Certificate of Completion, the Engineer will proceed to make final measurements and prepare a final statement for the value of all work performed and materials furnished under the terms of the Agreement and will certify the same to the County, which will pay to the Contractor within 30 days after the date of the Certificate of Acceptance, the balance due the Contractor under the terms of the Contract; and said payment will become due in any event upon said performance by the Contractor. Neither the Certificate of Acceptance nor the final payment will relieve the Contractor of the obligation for fulfillment of any warranty which may be required.

5.17 Guarantee Against Defective Work

Contractor warrants all materials and workmanship and that the work is in conformance with the Project Manual and Plans included in this contract for a period of one year from the date of the Certificate of Final Acceptance of the entire project. Said warranty binds Contractor to correct any work that does not

conform with such Project Manual and Plans or defects in workmanship or materials furnished under this Contract which may be discovered within said one year period. Contractor must, at its own expense, correct any such defect within 30 days after receiving written notice of such defect from Owner by repairing the same to the condition called for in the Contract. Should Contractor fail or refuse to repair such defect within said 30-day period or to provide acceptable assurances that such repair work will be completed within a reasonable time thereafter, Owner may repair or cause to be repaired any such defect by calling the Contractor's Performance Bond.

ITEM 6

CONTROL OF MATERIALS

6.1 Sources of Supply and Quality of Materials

The source of supply of each of the materials must be approved by the Engineer before delivery is started and, at the option of the Engineer, may be sampled and tested for determining compliance with the governing specifications by the Engineer before delivery is started. If the Engineer finds that sources of supply previously approved do not produce uniform and satisfactory products, or if the product from any source proves unacceptable at any time, the Contractor must furnish materials from other approved sources. Only materials conforming to the requirements of these specifications and approved by the Engineer may be used in the work. All materials being used are subject to inspection or testing at any time during their preparation or use. Any material that has been tested and accepted at the source of supply may be subjected to a check test after delivery, and all materials which, when re-tested, do not meet the requirements of the specifications, will be rejected. No material which after approval has in any way become unfit for use may be used in the work. If for any reason the Contractor selects a material which is approved for use by the Engineer by sampling and testing or other means, and then decides to change to a different material requiring additional sampling and testing for approval, the expense for such sampling and testing may be deducted from any monies due or to become due to the Contractor.

Throughout these specifications where reference is made to the Department's Test Procedures, ASTM, AASHTO, or bulletins of the Department for the quality of materials or sampling and testing, the latest standard, tentative standard, or bulletin issued prior to the date of the bid will govern.

If it is the normal trade practice for manufacturers to provide warranties or guarantees for the materials and equipment provided herein, the Contractor must turn the guarantees and warranties over to the Engineer for potential dealing with the manufacturers. The extent of such warranties or guarantees will not be a factor in selecting the successful Bidder.

6.2 Samples and Tests

Before being incorporated into the work, all materials will be inspected, tested, and approved by the Engineer, and any work in which materials are used without prior testing and approval or written permission of the Engineer may be ordered removed and replaced at the Contractor's expense. Sampling and testing of all materials proposed to be used will be done by the Engineer. The County will designate the selection of the method of testing. Where tests are required, other than those done in the laboratory for the purpose of control in the manufacture of a construction item, the Contractor must furnish such facilities and equipment as may be necessary to perform the tests and inspection and is responsible for calibration of all test equipment required. When requested, the Contractor must

furnish a complete written statement of the origin, composition, and/or manufacture of any or all materials that are to be used in the work.

The County will contract with an independent testing laboratory to perform field testing as required by Item 6, Control of Materials, and the various construction specifications of the contract. Where the Contractor notifies the County of scheduled work requiring sampling and testing and the Contractor cancels the work for any reason whatsoever after the Laboratory personnel have departed their office for the project site, the testing laboratory will bill the County for their time and travel expenses and the County will deduct said charges from amounts due the Contractor. When the Contractor's operations or Saturday work is scheduled necessitating the payment of overtime, the testing laboratory will bill the County for the time charges, and the County will deduct one-third of said amounts from amounts due the Contractor.

6.3 Plant Inspection

If the volume of the work, construction progress, and other considerations warrant, the Engineer may undertake the inspection of materials at the source. It is understood, however, that no obligation is assumed to inspect materials in that manner.

Plant inspection will be undertaken only upon condition that:

- (a) The cooperation and assistance of the Contractor and the producer with whom it has contracted for materials is assured.
- (b) The Engineer and his designated representative have the right to full entry at all times to such parts of the plant as may concern the manufacture or production of the materials ordered.
- (c) When required by the Engineer, the material producer must furnish an approved weatherproof building for the use of the Inspector, such building to be located conveniently near the plant and independent of any building used by the material producer. The building must be adequately lighted, heated, and ventilated. Adequate restroom facilities must be provided.
- (d) Where inspection requirements are such that it is necessary to use scales, measures, and/or other equipment which may be required by the Engineer for the control of production and use of materials, the Contractor will be responsible for furnishing and calibrating such equipment.
- (e) In those cases where inspection of any item is requested for periods other than daylight hours, it must be provided under the following conditions:
 - (1) Continuous production of materials for County use is necessary due to the production volume being handled by the plant.
 - (2) The lighting provided by the plant is approved by the Engineer to be adequate to allow satisfactory inspection of the material being produced.
- (f) Materials produced under County inspections will be for County use only unless released in writing by the Engineer.

6.4 Pretested Materials

Subject to conditions established in a written agreement between a supplier and the Engineer, pretested and approved materials may be incorporated into the work.

6.5 Storage of Materials

Materials must be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary by the Engineer, they must be placed on wooden platforms or other hard, clean surfaces and not on the ground. They must be placed under cover when so directed. Stored materials must be so located as to facilitate prompt inspection.

When approved by the Engineer, selected materials or products may be pretested and approved for use, provided they are stored in an area meeting the requirements set forth by the Engineer.

6.6 Defective Materials

All materials not conforming to the requirements of these specifications will be rejected and must be removed immediately from the site of the work unless permitted to remain by the Engineer. Rejected materials, the defects of which have been subsequently corrected, must have the status of new material. Upon failure on the part of the Contractor to comply with any order of the Engineer made under the provisions of this item, the Engineer is authorized to remove and replace defective material and to deduct the cost of removal and replacement from any money due or to become due to the Contractor.

6.7 Hauling of Material

Any vehicle, truck, truck-tractor, trailer, semi-trailer, or combination of such vehicles, when used to deliver materials to a project, must comply with the State laws concerning the gross weight of such vehicle or combinations of vehicles and load and the allowable axle weights, unless authorized by permit to exceed the legal weight.

The gross vehicle weight for acceptance purposes under this special provision for various vehicle configurations must be in accordance with State law. In case a vehicle or combination of vehicles exceeds the legal gross weight or the posted load limit by 5% or less, a haul ticket will be issued and payment will be made for the load allowed by the maximum legal weight for the vehicle or vehicles. Continued overloading with a tolerance of 5% will be grounds for rejection of such load.

Any vehicle or combination of vehicles that exceeds the legal gross weight by more than a tolerance of 5% will be rejected.

When the specifications establish measurement of and payment for materials by other than weight, the Engineer may require the weighing of the various types of loaded vehicles used by the Contractor to transport the material. This weight will be used to determine the maximum volume of the material being hauled that each type of vehicle may transport. The cost of such weighing will be considered subsidiary to the pertinent bid item.

The above requirements are applicable to vehicles hauling materials over existing roadbeds and structures within the project limits where the roadbeds or structures will continue in use after project completion except as controlled by specifications and special provisions in the contract. The requirements do not apply to the transportation of materials from a borrow pit or base source, concrete plant, asphalt plant, etc., where the haul route does not require travel over public roads outside the project limits or existing roadbeds or structures within the project limits that will continue in use after project completion.

Construction traffic on existing bridges and direct traffic culverts within the limits of a project, except those to be widened or extended, will be governed by the following:

- (1) Construction vehicles that exceed the legal load limit, which would require a permit to haul over the highway system, will not be authorized across structures. Where a posted load limit exists on either the highway system or off the highway system, construction vehicles that exceed the posted load limit are not permitted.
- (2) Where a detour is not readily available or economically feasible to use, an occasional crossing of a structure with overweight equipment may be permitted for relocating equipment only, but not for hauling material, provided that a structural analysis indicates that no damage will result. The structural analysis must be approved by the Engineer. Temporary matting and/or other requirements may be imposed by the Engineer if an occasional crossing is permitted.
- (3) The Contractor is responsible for protection of existing small structures within the limits of a project. Any such structure damaged by the use of construction equipment must be restored to its original condition or replaced by the Contractor, all at the Contractor's expense. Additional temporary fill may be required by the Engineer for protection of certain structures.

ITEM 7

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

7.1 Laws to be Observed

The Contractor must make itself familiar with and at all times must observe and comply with all Federal, State, and local laws, ordinances, and regulations which in any manner affect the conduct of the work and must indemnify and save harmless the County and its representatives against any claim arising from the violation of any such law, ordinance, or regulations, whether by itself, its employees, its subcontractors, or employees of its subcontractors.

The County and the Contractor specifically agree that none of the provisions of any part of the contract are intended to make the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. The duties, obligations, and responsibilities of the parties to this contract with respect to third parties will remain as imposed by law.

If sites, buildings, and locations of historical, archeological, educational, or scientific interest are discovered after construction operations are begun, operations in that particular area must cease immediately and the sites, buildings, or locations will be investigated and evaluated by the County. An extension of time will be granted, if necessary, for delays caused by these investigations and evaluations.

7.2 Permits, Licenses, and Taxes

The Contractor must procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incident to the due and lawful prosecution of the work.

7.3 Patented Devices, Materials, and Processes

If the Contractor is required to or desires to use any design, device, materials, or process covered by letters of patent or copyright, the Contractor must provide for such use by suitable agreement with the patentee or copyright owner. The Contractor and the surety must indemnify and save harmless the County from any and all claims for infringement by reason of the use of any patented design, device, materials, or process, or any trademark or copyright used in connection with the work agreed to be performed under the contract; provided, however, that Travis County, Texas will assume the responsibility to defend any and all suits brought for the infringement of any patent claimed to be infringed upon by the design, type of construction, or materials specified in the plans furnished the Contractor by Travis County, Texas.

7.4 Insurance Schedules

The Contractor must not commence work under this Contract until it has obtained all the insurance required hereunder and certificates of such insurance have been filed with and reviewed by the Owner. Acceptance of the insurance certificates by the Owner will not relieve or decrease the liability of the Contractor. The Owner must be named as an additional insured on the policies. The Contractor must not change or modify the insurance coverage without prior notice to the Owner.

Unless otherwise provided for in the Contract Documents, the Contractor must provide and maintain, until the Work covered in this Contract is completed and accepted by the Owner, the minimum insurance coverages in the following schedule.

The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy provides coverages at least as broad as the primary insurance.

A. Worker's Compensation and Employer's Liability Insurance

Worker's Compensation Insurance must be as required by law and must include an all states or universal endorsement.

Employer's Liability Insurance must be written for not less than \$500,000 each occurrence.

B. Commercial General Minimum Limits:

| | |
|----------------|-------------|
| Per Occurrence | \$1,000,000 |
| Aggregate | \$3,000,000 |

The following coverage's must be specifically insured and certified with no internal sub limits. A separate aggregate limit is acceptable for the Products/Completed Operations hazard:

- 1) Independent Contractors Contingent Liability
- 2) Products/Completed Operations Liability
- 3) Contractual Liability
- 4) "X, C, U" Hazard Liability (if applicable)
- 5) Personal Injury Liability including claims related to employment
- 6) Broad Form Property Damage Liability and deletion of the "Care, Custody, and Control" exclusion
- 7) Waiver of Defense of Municipal Liability Immunity

Travis County will be named as an additional insured where the County's interest may appear.

- C. **Business Automobile Liability Insurance**
1. Coverage for all owned, non-owned, and hired vehicles must be maintained with limits of \$1,000,000 written on a per occurrence or combined single limit.
 2. Policy must also include the following endorsements in favor of County:
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE0202A)
 - c. County named as an additional insured (Form TE 9901B)

D. **EXCESS LIABILITY**

Excess coverage may be required when limits of insurance are inadequate to cover the risk exposure created by the project.

Excess Liability Limits (\$10,000,000) Appropriate amount to be determined based on project.

Excess Liability Policy will follow form of the underlying general liability and business automobile liability.

This furnishing of the required insurance coverages, as may be modified by special Conditions, is one of the Contractor's initial requirements of the Contract which must be performed before a Notice to Proceed can be issued, and if not provided within 15 calendar days after receipt of the Contract Award, may result in forfeiture of the Contractor's bid security. All insurance policies must be open to inspection by the County, and copies of policies must be submitted to the County upon written request.

The contractual liability is to be written on a blanket basis for all written or oral contracts, or specifically endorsed to acknowledge the contract between the insured and the County of Travis. If included in the general liability policy contractual liability must be specified on the certificate of coverage.

All certificates of insurance must provide that the insurance company must give the County an affirmative statement, with no qualifications, that 30 days prior written notice will be given to the County in the event of policy cancellation, non-renewal or material reduction in coverage provided under the policy, including impairment of any aggregate limits less than \$3,000,000.

A waiver of subrogation in favor of Travis County will be endorsed to all policies. Travis County will be named as an additional insured where the County's interest may appear and where specifically indicated in the schedule of insurance.

The Contractor is responsible for providing the insurance required herein. The Contractor may include the cost of acquiring the insurance within the unit prices bid for the several pay items of the bid.

7.5 **Sanitary Provisions**

The Contractor must, at its own expense, provide and maintain in a neat, sanitary condition such accommodations for the use of its employees as may be necessary to comply with the requirements and regulations of the Texas State Department of Health Services or of other authorities having jurisdiction.

7.6 Public Safety and Convenience

The safety of the public and the convenience of traffic must be regarded as of prime importance. Unless otherwise shown on the plans or except as herein provided, all portions of the highway must be kept open to traffic. It is entirely the responsibility of the Contractor to provide for traffic along and across the highway as well as for ingress and egress to private property.

Ingress and egress to private property must be provided as specified in the plans or as directed by the Engineer. **THE CONTRACTOR MUST PRESERVE ACCESS OF ENTRY AND EXIT FOR LANDOWNERS ADJACENT TO THE PROJECT.** The Contractor may construct detours or cause travel to be circuitous for a landowner, but must not prevent the access of any landowner to the landowner's property.

The Contractor must plan and execute its operations in a manner that will minimize any interference with traffic. The Contractor must secure the Engineer's approval of this proposed plan of operation, sequence of work, and methods of providing for the safe passage of traffic before it is placed into operation. If at any time during construction the approved plan does not accomplish the intended purpose due to weather or other conditions affecting the safe handling of traffic, the Contractor must immediately make necessary changes therein to correct the unsatisfactory conditions. If due to rains or other reasons, the shoulders, slopes, and ditches become unsatisfactory for handling traffic, construction operations must be suspended and the base course or surface area must be opened to traffic. Where the specifications require or the Engineer directs that traffic be carried over or along the proposed work, construction operations must be so prosecuted and new material kept so placed and spread as to allow the passage of traffic in comfort and safety.

Where an Asphalt Surface Treatment is placed for the full width of one operation, traffic may be carried on the shoulder, slopes, and ditches subject to approval by the Engineer. During the operation of placing asphalt and aggregate, the surface or pavement should not be closed to traffic for a period of more than 45 minutes.

During construction of proposed structures, unless otherwise shown on the plans, the Contractor must provide and maintain detours, including temporary structures or crossovers of adequate structural design, as may be required for the safety and convenience of traffic. Unless otherwise provided on the plans, the cost of constructing such temporary detours will be paid for in accordance with Paragraph 4.3, "Extra Work."

At night or otherwise, all equipment not in use must be stored in such manner and at such locations so as not to interfere with the safe passage of traffic.

The Contractor must provide and maintain flaggers at such points and for such periods of time as may be required to provide for the safety and convenience of the public and the Contractor's personnel, and as directed by the Engineer. Flaggers must be English-speaking, courteous, well-informed, physically and mentally able to effectually perform their duties in safeguarding and directing traffic and protecting the work, and must be neatly attired and groomed at all times when on duty. When directing traffic, flaggers must use standard attire, flags, and signals and follow the flagging procedures set forth in the Texas Manual on Uniform Traffic Control Devices for Streets and Highways ("TMUTCD").

7.7 Barricades, Danger, Warning, and Detour Signs, and Traffic Handling

The Contractor is solely responsible for providing, installing, moving, replacing, maintaining, cleaning, and removing, upon completion of work, all barricades, warning signs, barriers, cones, lights, signals, and other such types of devices

and for handling traffic as indicated in the plans or as directed by the Engineer. All barricades, warning signs, barriers, cones, lights, signals, and other such type devices must conform to details shown on the plans or those indicated in the TMUTCD. All Traffic Control Devices used on this project must comply with the crashworthiness requirements of the National Cooperative Highway Research Program ("NCHRP") Report 350.

The Contractor may provide special signs not covered by plans to protect the traveling public against special conditions or hazards, provided however, that such signs are first approved by the Engineer.

7.8 Use of Explosives

Blasting will not be allowed unless rock is encountered and, in the opinion of the Engineer, excavation cannot be accomplished with machines available in the area.

Where, in the opinion of the Engineer, blasting is necessary to complete excavation, all such blasting must be performed by persons licensed by the City of Austin for blasting. All blasting, including methods of storing and handling of explosives and highly inflammable materials, must conform to federal, state, and local laws and ordinances. All City of Austin Ordinances must be complied with even though some or all of the blasting is done outside the city limits of the City of Austin.

The following is a list of requirements in addition to federal, state, and local laws and ordinances:

1. The Contractor must furnish the County with a Certificate of Blasting Insurance in the amount of \$300,000 for each contract, naming Travis County as an additional insured party, at least 24 hours prior to using explosives. A blasting permit must be obtained from the City of Austin at least 5 days prior to use of explosives. If blasting is covered under the Contractor's General Insurance Certificate for each contract, a separate blasting certificate will not be required.
2. The following public utility companies and City Departments must be notified in writing by the Contractor, on every occasion, at least 48 hours prior to the use of explosives: Water and wastewater, electric, gas, telephone, cable TV, and the City Engineering Department.
3. Explosive materials to be used are limited to blasting agents and dynamite, unless prior approval of other materials is obtained in writing from the Engineer.
4. During blasting, all reasonable precautions must be taken to protect pedestrians, passing vehicles, and public or private property. Blasting mats or protective cover must be used when required by the Inspector, the permit, or by safe blasting practices.
5. All explosives must be stored in accordance with the City of Austin Code.
6. The Engineer and his representative have the right to limit the use of explosives and/or blasting methods which, in his opinion, are dangerous to the public or nearby property or anyone or anything.
7. The Contractor, at its expense, must promptly repair or replace all items known to be damaged as a result of the blasting. All claims of damage will be investigated by the County or by consulting firms approved by the County.

8. The Contractor must maintain accurate records throughout the blasting operations showing the type of explosive used, number of holes, pounds per hole, depth of hole, total pounds per shot, delays used, date and time of blast, and initials of the Inspector. The Contractor is fully responsible for all claims resulting from its blasting operation.
9. In advance of doing any blasting work involving the use of electric blasting caps within 200 feet of any railroad track, the Contractor must give at least 24 hours advance notice to the nearest Roadmaster, Section Foreman, Agent, Signal Maintainer, or Telegraph Operator with the request that his superintendent be advised immediately of the pending use of explosives.

7.9 Protection of Adjoining Property

The Contractor must take proper measures to protect the adjacent or adjoining property which might be injured by any process of construction, and, in case of any injury or damage resulting from any act or omission on the part of or on behalf of the Contractor, the Contractor must restore at its own expense the damaged property to a condition similar or equal to that existing before such injury or damage was done, or the Contractor must make good such injury or damage in an acceptable manner.

7.10 RESPONSIBILITY FOR DAMAGE CLAIMS

THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY AND COUNTY'S AGENTS AND EMPLOYEES FROM ALL SUITS, ATTORNEYS' FEES, ACTIONS, OR CLAIMS AND FROM ALL LIABILITY AND DAMAGES FOR ANY AND ALL INJURIES, DEATH, OR DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY IN CONSEQUENCE OF ANY NEGLIGENCE, ERROR, OR OMISSION IN THE PERFORMANCE OF THE CONTRACT BY THE CONTRACTOR AND FROM ANY CLAIMS OR AMOUNTS ARISING OR RECOVERED UNDER THE TEXAS WORKERS' COMPENSATION LAWS, CHAPTER 101 OF THE TEXAS CIVIL PRACTICE AND REMEDIES CODE (TEXAS TORT CLAIMS ACT), OR ANY OTHER LAWS REGARDLESS OF WHETHER THE CONTRACTOR IS WHOLLY OR PARTIALLY AT FAULT. THE CONTRACTOR MUST FURTHER SO INDEMNIFY AND BE RESPONSIBLE FOR ANY AND ALL INJURIES, DEATH, OR DAMAGES SUSTAINED BY ANY PERSON OR LIABILITY OR DAMAGES TO PROPERTY OF ANY CHARACTER OCCURRING OR RESULTING FROM ANY ACT, OMISSION, NEGLIGENCE, OR MISCONDUCT ON THE CONTRACTOR'S PART IN THE MANNER OR METHOD OF EXECUTING THE WORK; FROM FAILURE TO PROPERLY EXECUTE THE WORK; OR FROM DEFECTIVE WORK OR MATERIALS.

THE CONTRACTOR WILL NOT BE RELEASED FROM THESE RESPONSIBILITIES UNTIL ALL CLAIMS HAVE BEEN SETTLED AND SUITABLE EVIDENCE TO THAT EFFECT FURNISHED TO THE COMMISSIONERS COURT.

THE CONTRACTOR EXPRESSLY ACKNOWLEDGES THAT PIPELINES AND OTHER UNDERGROUND INSTALLATIONS THAT MAY BE SHOWN ON THE PLANS HAVE BEEN TAKEN FROM THE BEST AVAILABLE INFORMATION. THERE MAY BE OTHER PIPELINES OR INSTALLATIONS. THE CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM ANY AND ALL SUITS OR CLAIMS RESULTING FROM DAMAGE BY THE CONTRACTOR'S OPERATIONS TO ANY PIPELINE OR UNDERGROUND INSTALLATION.

7.11 Contractor's Responsibility for Work

Until final written acceptance of the project by the Engineer, the Contractor will have the charge and care thereof and must take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the nonexecution of the work. The Contractor must rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and must bear the expense thereof except damage to the work due to Acts of God such as earthquakes, tidal waves, tornados, hurricanes, or other cataclysmic phenomena of nature, or acts of the public enemy or of governmental authorities. In case of suspension of work for any cause, the Contractor will be responsible for the preservation of all materials. The Contractor must provide suitable drainage of the roadway and must erect temporary structures where required. The Contractor must maintain the roadway in good and passable condition until final acceptance, except as outlined below for opening the roadway to traffic.

Whenever in the opinion of the Engineer any roadway or portion thereof is in suitable condition for travel, it must be opened to traffic, as may be directed, and such opening must not be held to be in any way the final acceptance of the roadway or any part of it or as a waiver of any of the provisions of the contract. Where it is considered by the Engineer to be in the public interest and so ordered in writing by him/her, any substantially completed roadway or portion thereof may be opened to traffic when work is suspended for a considerable period of time at the convenience of the County, and the County will assume the responsibility for maintaining the entire roadway during the period of suspension.

The County in assuming responsibility for maintenance under this provision may require the work to be done in accordance with Paragraph 4.3, "Extra Work," or may do it with its own forces; provided, however, this will not change the legal responsibilities set out in Paragraph 7.10, "Responsibility for Damage Claims."

Except for damage by the Contractor or that is caused by the Contractor's operations, the Contractor will not be responsible for repair of damage to existing appurtenances such as guard fences, bridge wings and railings, illumination assemblies, underpass structures, traffic barriers, delineator assemblies, signs, sign bridges, and traffic signals, where such damage is caused by (a) motor vehicle, seacraft, aircraft, or railroad-train collision; or (b) vandalism. Such release from responsibility for damages includes only appurtenances, or portions thereof, which were existing at the beginning of the proposed work and for which no work is proposed under this contract; or for existing appurtenances that do require work under this contract but for which no work has yet begun. The release also includes damage to existing appurtenances and to existing pavement structure and other existing structures which are damaged by fire or by chemical spills which are a result of motor vehicle, seacraft, aircraft, or railroad-train operation or accidents, except for damage caused by the Contractor's operations.

When shown on plans or otherwise authorized by the Engineer, upon completion of all work provided for in the contract for any individual limits, control, or project, the Engineer will make an inspection, and if the work is found to be satisfactory, the Contractor will be released from further maintenance on that portion of the work. Such partial acceptance will be made in writing and will in no way void or alter any terms of the contract.

7.12 Personal Liability of Public Officials

In carrying out the provisions of the contract or in exercising any power or authority granted hereunder, there will be no liability upon the Engineer or his

authorized assistants, either personally or otherwise, as they are agents and representatives of the County.

7.13 Responsibilities to the Railroad Companies

If the project crosses or is in close proximity to a railroad, the Contractor must conduct its operations in such manner so as not to interfere with, hinder, or obstruct any railroad company in any manner whatsoever in the use or operation of its trains or other property.

Whether the Contractor's work will be on or in the vicinity of an at-grade railroad crossing, involves incidental work on railroad right of way, or involves construction of a railroad grade separation structure, the Contractor must notify the Engineer and the railroad company's division engineer at least 3 days prior to the performance of any work on the Railroad right of way, unless otherwise shown in the contract.

During the time this work is in progress the Contractor must assign such responsible supervisory personnel as are necessary to assure that due caution is observed by its workmen to keep the tracks and adjacent areas clear of debris and/or materials and equipment which might damage the tracks and railroad facilities or obstruct the safe passage of trains.

In addition to the above, if the work requires construction, other than paving or surfacing, in the vicinity of the tracks (or shoofly), the railroad company will provide flaggers during the periods when beams are being erected and slab forms are being both constructed and removed over the tracks, when pilings are being driven or shafts drilled adjacent to the tracks and at such other times that the tracks may be subject to obstruction due to the construction operations. This flagging service will be paid for by the County as a Force Account Item with the railroad company and will be at no expense to the Contractor.

In the performance of said work no construction material or equipment may be stored on the railroad's right of way or nearer than 15 feet from the centerline of any tracks. No forms or temporary false-work may be within 8.5 feet horizontally and measured perpendicular to the centerline of any tracks or within 22 feet vertically above the top of rails of any track unless otherwise shown in the plans.

Subject to the above conditions, the Contractor is allowed access on railroad right of way and is authorized to cross the tracks for the purpose of constructing a grade separation structure and approaches if required by the plans.

When permitted by the railroad company, the Contractor will also be allowed to cross the tracks in hauling other roadway material across the tracks at points on the right of way near the structure. The railroad company will furnish and install and later remove standard crossing plank at the expense of the Contractor. If automatic protection devices are required for the temporary crossing as determined by the railroad company and the County, they will be provided without cost to the Contractor. It is the Contractor's responsibility to insure that the tracks are left clear of equipment and debris which would endanger the safe operation of railroad traffic. The Contractor must provide one crossing watchman on each side of the crossing to direct its equipment when it is hauling across the tracks. Any railroad flaggers required by the railroad company for protection of this crossing due to the hauling operations will be paid for by the County as a Force Account Item with the railroad company and will be at no expense to Contractor. Equipment traffic must be halted a safe distance away from the crossing upon the approach of railroad traffic.

The railroad company may require the Contractor to execute an "Agreement for Contractor's Temporary Crossing." If required, it will be the Contractor's responsibility to secure this agreement at no expense to the County.

7.14 Abatement and Mitigation of Excessive or Unnecessary Construction Noise

Throughout all phases of the construction of this project, including the moving, unloading, operating, and handling of construction equipment prior to commencement of work, during the project and after the work is complete, the Contractor must make every reasonable effort to minimize the noise imposed upon the immediate neighborhood surrounding the area of construction. Particular and special efforts must be exercised by the Contractor to avoid the creation of unnecessary noise impacts on adjacent sensitive receptors in the placement of non-mobile equipment such as air compressors, generators, pumps, etc. The placement of temporary parked mobile equipment with the engine running must be such as to cause the least disruption of normal adjacent activities not associated with the work to be performed by the Contractor.

All equipment associated with the work must be equipped with components designed by the manufacturer wholly or in part to suppress excessive noise and these components must be maintained in their original operating condition considering normal depreciation. Noise-attenuation devices installed by the manufacturer such as mufflers, engine covers, insulation, etc., must not be removed nor rendered ineffectual nor be permitted to remain off the equipment while the equipment is in use.

7.15 Work Near Electrical Power Lines

Any operations by the Contractor which are located near any electrical power lines must be accomplished using established industry and utility safety practices. The Contractor must consult with the appropriate utility company prior to beginning any such work. All associated costs will be the responsibility of the Contractor.

7.16 Disposal of Excess Excavation On-site and Off-site

Permanent and temporary disposal sites for excess excavated materials, if any, are indicated on the approved plans and SWP3. All permanent on-site fill areas for excavated material within the approved project right-of-way or easements must be composed of natural rock and soil material only, and may not include any putrescible, degradable wastes such as trash, metal, wood, trees, brush, construction debris, or municipal solid wastes. All solid wastes and prohibited material must be recycled, if possible, or taken to a permitted landfill. The Contractor must dispose of excess excavated material from this project at sites indicated in the approved plans and SWP3. All excavated or surplus material must be leveled and graded to a neat and uniform line and grade that will not obstruct natural drainage or pond any surface water. The Contractor must place on-site temporary stockpiled materials at locations indicated on the approved plans and SWP3 or approved by the Engineer which are not blocking drainage, not around waterways, not underneath tree driplines, not on unauthorized property or locations, and not on any environmentally sensitive areas.

Any off-site disposal of excess excavated material from this project must comply with all permitting requirements of the County and any other applicable governmental jurisdictions. City of Austin has enforcement authority over water quality issues within its ETJ. A City of Austin permit will be required for disposal site within City of Austin's ETJ, as well as a County Development Permit in unincorporated Travis County. An approved Storm Water Pollution Prevention Plan will also be required for the disposal site. Prior to off-site disposal, the Contractor must inform the project inspector of such disposal and provide proper project documentation or permits, or the Contractor will recommend revisions to the SWP3 that the Contractor believes are required for the disposal location.

7.17 Work in Waters of the United States

Work in waters of the United States or adjacent wetlands may require a U.S. Army Corps of Engineers Section 404 Permit or Authorization under a 404 Nationwide Permit (NWP). The County will obtain any required 404 Permits or Authorization prior to commencement of construction and include any applicable construction mitigation measures in the project SWP3. The Contractor must adhere to any agreements, mitigation plans, and best management practices required by the Permit or NWP Authorization. If the Contractor makes changes in a project construction method that would result in changes of project impacts to waters of the United States or its adjacent wetlands, the Contractor will be responsible for obtaining any new required Section 404 Permit or Authorization and recommending appropriate revisions to the project SWP3. Only the County is authorized to make changes to the SWP3.

7.18 Work in Navigable Waters

Any operations by the Contractor relating to the placement of embankment or structures, or the rehabilitation of structures in or over the navigable waters of the U.S. may require a U.S. Army Corps of Engineers Permit. The County will obtain any required Permit prior to the commencement of construction and include any applicable construction mitigation measures in the project SWP3. The Contractor will be required to adhere to the stipulations and associated best management practices of the Permit and SWP3. If the Contractor makes any changes in a project construction method that would result in changes of project impacts to navigable waters of the U.S., the Contractor will be responsible for obtaining any new required Permit and for obtaining the County's approval of the Contractor's recommended revisions to the project SWP3.

7.19 Work in the Edwards Aquifer Zone

If the Project includes work over the Transition Zone, Recharge Zone, or Contributing Zone of the Edwards Aquifer, or any other regulated aquifers as defined and delineated by the Texas Commission on Environmental Quality ("TCEQ"), the Contractor must follow best management practices and use and maintain those sedimentation and water pollution control devices, as required by the Engineer and the approved project SWP3. The Contractor must make every reasonable effort to minimize the degradation of water quality resulting from construction impacts.

If a Water Pollution Abatement Plan is required by the TCEQ, any modifications to the approved Plan will require the Engineer's approval and will be coordinated through TCEQ by the County.

7.20 Storm Water Pollution Prevention Plan (SWP3), Erosion and Sedimentation Control ("ESC"), and Waterway Protection

The SWP3 includes specified sediment controls and other structural and non-structural practices to prevent off-site discharges of sediment and other pollutants to adjacent waterways and off-site areas for the project. The Contractor must install and maintain the ESC and other controls until final stabilization is completed. The Engineer may direct the Contractor to adjust plan locations or add footage to the approved SWP3 and ESC plan in areas where it is observed to be inadequate to prevent off-site discharges and sedimentation. This responsibility for sediment control applies only to areas disturbed by the project construction activities and does not include upstream or pre-existing erosion conditions.

Prior to beginning any construction, the first phase of the temporary ESC measures and all required tree fencing must be installed by the Contractor. Prior to the installation of this first phase, the Engineer will meet the Contractor in a

field pre-construction conference to direct precise locations of controls for maximum effectiveness. Minor adjustments to plan locations and additional footage will be paid for at the contract unit price. The second phase of ESC will consist of controls placed during or after rough cut and fill operations as specified in the plans and SWP3, with precise locations approved by the Engineer.

The Contractor must inspect the sediment and other SWP3 controls on an on-going basis, and after every significant rainfall, to determine if the controls are intact and functioning and to observe if sedimentation has exceeded specifications. The Contractor must perform and complete all necessary repairs and remove excess sediment to designated spoil areas within 48 hours of inspection or County notification, or as soon as conditions begin to dry after rainfall. Repair and maintenance of temporary ESC must be the first work performed after rainfall events as regular operations resume.

The Contractor will be paid by the linear footage of controls installed and measured in place. All maintenance and repair of ESC due to construction and runoff disturbance and all sediment removal will be subsidiary to ESC bid items unless designated as a separate line item for bid and payment in the Schedule of Items.

The Contractor is also responsible for following the limits of construction, clearing, temporary spoils storage, permanent spoil disposal, staging areas, and haul roads required in the approved plans and SWP3, and for limiting these areas to the minimum necessary to perform the required work. The Contractor must utilize only on-site area(s) outside the 100-year flood plain as designated on the approved plans for temporary stockpiling and staging areas during construction, or as approved by the Engineer. Additional temporary ESC and re-vegetation will be required for these areas.

The Contractor must not discharge pumped water containing suspended solids from excavations or stream crossings off-site or into waterways without control measures to prevent sedimentation of the waterway. Care must be taken when conducting any construction operations adjacent to a flowing stream or body of water to avoid sedimentation of the waterway. Special controls for de-watering activities may be required in the Special Provisions. The Contractor must also implement controls as required for construction site entrance and exits, concrete truck wash-out, and spills of industrial materials.

The Contractor must implement temporary stabilization of areas where construction has temporarily ceased as required, and final site stabilization measures as specified, including seeding, watering, and mulching to re-establish grass cover for permanent erosion control. When permanent re-vegetation and final site stabilization is deemed complete by the Engineer, the controls and accumulated sediment must be removed by the Contractor except for any controls that are directed to remain by the Engineer.

7.21 Tree Preservation

Trees on the project must be saved in accordance with the approved plans and County Code Chapter 108 for Tree Preservation. All trees designated to be saved must be protected with specified fencing to prevent damage from construction activities and root zone compaction. The Contractor, at the direction of the Engineer, must attempt to save any trees on the project that may not have been indicated for preservation, but need not be removed in order to construct the project. The Contractor must maintain the tree fencing in place until construction is completed and perform all work in a manner that will not damage trees and undisturbed areas to be preserved.

Any trees removed which are deemed by the Engineer to be infected with oak wilt disease must be disposed of using acceptable methods to prevent the spread of the disease to adjacent areas.

7.22 Measures to Control Dust

Throughout all phases of the construction of this project, including detour construction, excavation, embankment, hauling, stockpile, and topsoil placement, the Contractor must make every reasonable effort to control and minimize the dust resulting from construction operations and traffic movement. Control measures must follow the approved SWP3 for the project and must include, but are not limited to, authorized application of water or asphalt emulsion on construction sites, detours, haul road, stockpiles, or other areas specifically associated with this project. It is the Contractor's continuous responsibility at all times, including nights, holidays, and weekends until acceptance to maintain the project site relatively free of dust in a manner which will cause the least inconvenience to the public. All costs of measures to control dust will be considered subsidiary to the various items of the Contract.

7.23 Site Burning

Site burning will not be permitted without the explicit written consent of the Engineer and must comply with all applicable Texas Air Quality Control Board regulations and local fire and water pollution control requirements.

7.24 Hazardous and Solid Waste Management

Any hazardous materials brought on to the project site for use by the contractor or any subcontractor, such as fuel, explosives, automotive fluids, and batteries must be used, transported, stored, and disposed of in accordance with all federal, state, and local requirements and in accordance with the approved SWP3 for the Project. Any hazardous material spills committed by the Contractor or any subcontractor must be cleaned up by the Contractor or subcontractor in accordance with all applicable laws and regulations, and written notification must be given to the Engineer as soon as practical. If large quantities of hazardous materials are involved, or waterways or storm sewers are impacted, such spills may require written notification by the Contractor or subcontractor to local or state emergency response personnel.

Any and all trash, including any solid waste and construction debris, generated by the Contractor or any subcontractor or Project must be strictly controlled by the Contractor and disposed of in accordance with all federal, state, and local requirements and the approved SWP3 for the Project.

7.25 Differing Site Conditions

7.25.1 During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions must promptly notify the other party in writing of the specific differing conditions before the site is disturbed and before the affected work is performed.

7.25.2 Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment, excluding anticipated profits, will be made and the Contract modified in writing accordingly. The

Engineer will notify the Contractor of the determination whether or not an adjustment of the Contract is warranted.

7.25.3 No Contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

7.25.4 No Contract adjustment will be allowed under this clause for any effects caused on unchanged work.

7.26 Changes.

The Contractor must inform County regarding the following changes:

7.26.1 problems, delays, or adverse conditions which will materially affect or impair the ability of Contractor or any of its subcontractors to meet project or schedule goals or objectives; and

7.26.2 favorable development that enables meeting time schedules or objectives sooner or at less cost than anticipated and favorable developments that produce more beneficial results than originally planned.

ITEM 8

PROSECUTION AND PROGRESS

8.1 Subletting or Assigning of Contract

The Contractor must not assign, sell, transfer, or otherwise dispose of the contract or any portion thereof, or its rights, title, or interest therein without the approval of the Commissioners Court. The Contractor must not sublet any portion of the contract without the written approval of the Purchasing Agent upon recommendation from the Engineer. No subcontract will, in any case, relieve the Contractor of its responsibility under the contract and bond.

The Contractor must perform with its own organization and with the assistance of workmen under its immediate superintendent, work of a value not less than 50 percent of the value of all work encompassed by the contract exclusive of items not commonly found in contracts for similar work, or which require highly specialized knowledge, craftsmanship, and/or equipment not ordinarily available in the organizations of contractors performing work of the character encompassed by the contract. The Contractor must give assurance that not less than the minimum wage for labor and not more than the maximum amount to be deducted for board, if furnished, as stated in the governing provisions will apply to labor performed on all work sublet, assigned, or otherwise disposed of in any way. Written consent to sublet, assign, or otherwise dispose of any portion of the contract will not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

8.2 Prosecution of Work

Prior to beginning construction operations, the Contractor must submit to the Engineer a schedule in accordance with Paragraph 8.12 ("Contractor's Proposed Schedule"). The Contractor must begin the work to be performed under the contract within 14 calendar days after receiving a written "Notice to proceed" and must continuously prosecute same with such diligence as will enable it to complete the work within the time limit specified. The Contractor must notify TNR's Project Manager at least 24 hours before starting construction operations at any point. It must not open up work to the detriment of work already begun. The beginning, sequence, and prosecution of the work will be governed by the

orders of TNR's Project Manager, and the Contractor must conduct its operations so as to minimize any interference to traffic.

In the event of damage to existing appurtenances, etc., which are not shown on the construction plans, marked on the ground or visible in the field, the County may (1) require the damage to be repaired in accordance with Paragraph 4.3, "Extra Work;" (2) repair it with its own forces; or (3) award another contract for the repair; provided, however, this will not change the legal responsibilities set out in Paragraph 7.10, "Responsibility for Damage Claims."

The Contractor must plan and prosecute its work so as not to interfere with or hinder the completion of the work required for this damage repair.

The observance of this provision is an essential part of the work to be done under the contract. No direct compensation will be allowed for fulfilling this requirement as such work is considered subsidiary to the various bid items of the contract.

An extension of time will be granted, if necessary, for delays caused to the Contractor by this damage-repair work. It is specifically understood, however, that delays caused by this damage-repair work will not be considered as a basis for a claim by the Contractor.

Where applicable, if the utility construction and/or adjustment of existing utilities will not be completed before the Contractor on this project begins construction operations, then the Contractor must coordinate with and work in conjunction with the utility companies during their reallocations if and when necessary to maintain the progress of the work.

It is the responsibility of the Contractor on this project to stockpile materials and prosecute the work in such a manner and sequence that there will be no interference with the utility work. The Contractor must also allow utility owners free ingress and egress over the right of way.

No additional compensation or delay damages will be allowed or considered for any hindrance or delay in construction operations that may be attributed to this utility work, to the acquisition of necessary right of way and easements, or to observance of the requirements herein outlined

8.3 Workers and Equipment

All workers employed by the Contractor must have such skill and experience as will enable them to properly perform the duties assigned them. Any person employed by the Contractor or a subcontractor who, in the opinion of the Engineer, does not perform its work in a proper and skillful manner, or who is disrespectful, intemperate, disorderly, or otherwise objectionable, must at the written request of the Engineer be forthwith discharged and must not be employed again on any portion of the work without the written consent of the Engineer. In the pre-construction conference, the Contractor must submit the names and phone numbers of an English-speaking superintendent and a trench safety "Competent Person" as certified by OSHA pursuant to 29 C.F.R. Part 1926 Subpart P. The superintendent and Competent Person can be the same person. The Contractor must furnish such suitable machinery, equipment, and construction forces as may be necessary, in the opinion of the Engineer, for the proper prosecution of the work, and failure to do so may cause the Engineer to withhold all estimates which have or may become due, or the Engineer may suspend the work until his requests are complied with.

8.4 Temporary Suspension of Work

The Engineer has the authority to suspend the work, wholly or in part, for such period as he may consider necessary, and the "Time Charge" will be suspended during such period. Notice of such suspension with the reasons therefor will be given to the Contractor in writing. The Contractor must not suspend work without the written authority of the Engineer.

8.5 Computation of Contract Time for Completion

The Contractor must complete the work within the number of days stated in the contract. For the purpose of computation, the time will begin on the date of the Notice to Proceed.

On or before the first day of each month, the Construction Administrator will furnish the Contractor a monthly contract time statement on forms furnished by the County, showing the number of working days charged up to and including the 25th day of the preceding month, total number of working days allowed in the contract, and the working days remaining under the contract. The Contractor will be allowed 10 calendar days in which to protest the correctness of the statement. This protest must be in writing and must show cause. Not filing a protest within the allowed 10 days for any time statement will indicate the Contractor's approval of the time charges as shown on that time statement and future consideration of that statement will not be permitted. If the satisfactory completion of the contract will require unforeseen work or work and materials in greater amounts than those set forth in the contract, then additional working days or suspension of the time charge will be allowed the Contractor equal to the time which, in the opinion of the Engineer, the work as a whole is delayed.

A Monthly Contract Time Statement must be submitted with each Partial Payment Request. A Partial Payment Request will be rejected if the monthly Contract Time Statement is not submitted. If the Monthly Contract Time Statement is being protested by the Contractor, a copy of the written protest letter must be included in the Partial Payment Request. Once a previously protested Contract Time Statement has been approved by the County, the Contractor must submit the approved statement with its next Partial Payment Request.

When any period of time is stated in this contract, the time will be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days will be omitted from the computation. All hours stated in this contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.

8.6 Failure to Complete Work on Time

If the Contractor fails to complete the contract in the contract time specified, the time charge will be made for each working day, thereafter as defined herein.

Time is of the essence in the performance of this contract. The time set forth in the bid for the completion of the work is an essential element of the contract. For each working day under the conditions described in the preceding paragraph that any work remains uncompleted after the expiration of the contract time specified in the contract, together with any additional working days allowed, the amount per day given in the following schedule will be deducted from the money due or to become due the Contractor, not as a penalty, but as liquidated damages. In

the event of the failure of the Contractor to timely complete the work, it is agreed that the County's actual damages would be extremely difficult, impractical, or impossible to calculate and, therefore, the amount of liquidated damages set forth herein is agreed to be a reasonable estimate of the County's actual damages and will be retained by the County as liquidated damages and not as a penalty.

| For Amount of Contract | | Amount of Liquidated Damages Per Working Day |
|------------------------|------------------|--|
| From More than | To and Including | |
| \$ 0 | \$ 100,000 | \$ 200 |
| 100,000 | 500,000 | 450 |
| 500,000 | 1,000,000 | 550 |
| 1,000,000 | 2,000,000 | 700 |
| 2,000,000 | 5,000,000 | 850 |
| 5,000,000 | 10,000,000 | 1,300 |
| 10,000,000 | 15,000,000 | 1,700 |
| over 15,000,000 | | 2,000 |

If the Contractor fails to complete the Work within the contract time specified or if the project is suspended because of action of a third party, the Contractor assumes all risks and must bear all costs for its labor, machinery, materials in place or in inventory, environmental mitigation, and traffic rerouting which may be impacted by the failure to complete the project in a timely manner.

8.7 Abandonment of Work or Default of Contract

If the Contractor fails to begin the work within the time specified, fails to perform the work with sufficient workmen and equipment, has insufficient materials to insure the completion of the work within the contract time, performs the work unsuitably, neglects or refuses to remove materials or perform anew such work as may have been rejected as being defective or unsuitable; discontinues the prosecution of the work without authority; becomes insolvent or is declared bankrupt; commits any act of bankruptcy or insolvency; or makes an unauthorized assignment for the benefit of any creditor; or from any other cause whatsoever does not carry on the work in an acceptable manner, the Purchasing Agent, upon recommendation of the Construction Administrator, may give notice in writing to the Contractor and its Surety of such delay, neglect, or default, specifying the same. If the Contractor within a period of 10 days after such notice does not proceed in accordance therewith, then the County will, upon written certification from the Purchasing Agent of the fact of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority, without violating the contract, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of work) that has been delayed, to take the prosecution of the work out of the hands of the Contractor and to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable, and enter into an agreement for the completion of the contract according to the terms and provisions thereof or use such other methods as in the County's opinion may be required for the completion of the contract in an acceptable manner. All costs and charges incurred by the County, together with the cost of completing the work under contract, will be deducted from any money due, or which may become due, the Contractor. In case the cost so incurred by the County is less than the amount which would have been payable under the contract if it had been completed by the Contractor, the Contractor will be entitled to receive the difference. In case such cost exceeds the amount which would have been payable under the contract, then the Contractor and the Surety will be liable and must pay to the County the amount of such excess.

8.8 Termination of Contract

In the event of a national emergency and work to be performed under a contract is stopped directly or indirectly because of the freezing or diversion of materials, equipment, or labor, as the result of an order or a proclamation of the President of the United States and/or an order of any federal authority, or if during the budget planning and adoption process the Travis County Commissioners Court fails to provide funding for this contract for the County's fiscal year following the beginning of this Contract or if there has not been another issuance of bonds to fund the completion of this or other Capital Improvement Projects in Travis County, or in the event of a court order directly prohibiting further construction activities, or in the event of any third party actions preventing County from allowing construction to continue, and the circumstances or conditions are such that it is impossible within a reasonable time to proceed with a substantial portion of the work, as determined by the Engineer, then the County may, by written agreement, subject to the following conditions, terminate said contract or any part thereof.

When contracts, or any portion thereof, are definitely terminated or canceled, and the Contractor released before all items of work included in its contract have been completed, payment will be made for the actual number of units of items of work completed at contract unit prices and no claim for loss of anticipated profits will be considered. Reimbursement for organization of the work and moving equipment to and from the job will be considered where the volume of the work completed is too small to compensate the Contractor for these expenses under the contract unit prices, the intent being that an equitable settlement will be made with the Contractor, as determined by the Engineer.

Acceptable materials obtained by the Contractor for the work that have been inspected, tested, and accepted by the Engineer, and that are not incorporated in the work may, at the option of the Engineer, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the Engineer.

If such terms and conditions of cancellation of all or any part of a contract cannot be agreed upon, the original contract will remain in full force and effect.

Termination of a contract, as stated above will not relieve the Contractor or its surety of the responsibility for replacing defective work as required by the contract.

8.9 Railroad Construction

When work to be done within the limits of a project involves a railroad company, the Contractor will be required to plan and prosecute its own work to avoid interference with, or hindrance to, that portion of the work that is the responsibility of the railroad company. The observance of this is an essential part of the work to be done under the contract. No direct compensation will be allowed for fulfilling this requirement as such work is considered subsidiary to the various bid items of the contract.

An extension of time will be granted, if necessary, for delays caused to the Contractor by the railroad company. It is specifically understood, however, that delays caused by the railroad company will not be considered as a basis for a claim by the Contractor.

8.10 Hazardous Materials.

Materials utilized in the project must be free of any hazardous materials

When the Contractor encounters existing materials on sites owned or controlled by the County or in required material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor must immediately notify the Engineer. The County will be responsible for the testing, removal, or disposition of any existing hazardous materials on sites owned or controlled by the County. The Engineer may suspend the work wholly or in part during the testing, removal, or disposition of hazardous materials on sites owned or controlled by the County.

When materials delivered to the project are suspected by visual observation or smell to contain hazardous materials, they must be tested for contamination. All testing must be by a commercial laboratory approved by the Engineer. When materials delivered to the project are found to be contaminated, the material must be removed and disposed of by the Contractor. The testing for and removal or disposition of hazardous materials delivered to the project by the Contractor will be at the Contractor's expense. No suspension of the "Time Charges" and no extensions of working time will be granted to the Contractor resulting from hazardous material delivered at the direction of the Contractor.

The Contractor must indemnify and save harmless the County and its representatives for the generation and/or disposition of hazardous materials generated by the Contractor on all work done by the Contractor on County-owned or controlled sites. Further, the Contractor must indemnify and save harmless the County and its representatives from any liability or responsibility arising out of the generation or disposition of any hazardous materials obtained, processed, stored, shipped, etc., on sites not owned or controlled by the County. Should the County be required to make any payments or pay any costs or fees or make restitution as a result of the Contractor's actions, the Contractor must reimburse the County for any and all payments of moneys.

The rules, regulations, policies, procedures, standards, applications, and reports of the various state agencies including but not limited to the Texas Commission on Environmental Quality (TCEQ), the Texas Water Well Drillers Board (TWWDB) and the Railroad Commission (RRC), and of all applicable federal departments and agencies including, but not limited, to the Environmental Protection Agency (EPA), Department of Energy (DOE), Department of Transportation (DOT) and the Occupational Safety and Health Administration (OSHA) will apply to all operations of the Contractor, including but not limited to the following: sampling, plugging, cleaning, testing, removing, disposing, and backfilling.

8.11 Failure to Maintain Storm Water Pollution Prevention Plan (SWP3) Controls

The Contractor is required to maintain erosion and sediment controls, tree fencing, and other storm water discharge structural and non-structural controls in accordance with the approved plans, specifications, and SWP3 on a regular basis. These controls must be maintained and repaired within the time frames specified in the SWP3 Inspection Report provided weekly or bi-weekly to the Contractor by the County in order to accomplish their intended purpose. In case of failure to maintain such controls as directed by the Engineer, the Engineer reserves the right to employ outside assistance to provide the necessary corrective measures. Such incurred direct costs plus project engineering costs will be deducted from any money due or to become due to the Contractor.

8.12 Contractor's Proposed Schedule

The Contractor must prepare and submit to the Engineer for approval a schedule in Microsoft Project format, unless otherwise approved by the Engineer, that is on a Critical Path Method (CPM) form, and the schedule must be consistent with the latest proven construction scheduling techniques. The Proposed Schedule must be consistent with the Sequence of Construction in the approved plan.

CPM diagrams must show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. The basic concept of the CPM schedule will be to show how the start of a given activity is dependent on the completion of preceding activities and how its completion restricts the start of subsequent activities.

The Contractor must participate in a review and evaluation of the proposed schedule with the Engineer, if required. Any revisions necessary as a result of this review must be resubmitted for approval within 10 calendar days after the review meeting. The approved schedule will then be the schedule to be used by the Contractor for planning, organizing, and performing the work. If the Contractor thereafter desires to make changes in its method of operating and scheduling, it must meet with the Engineer to discuss the proposed changes. A change may be considered major if the revised time is changed from the original plan to the degree that it affects the contract completion date. Changes in activities originally having slack time and normally not affecting the contract completion may be considered minor. However, if the cumulative effect of several minor changes affects the contract completion date, these may be considered major. The construction schedule may need to be revised if major changes are to be made. Major changes can only be approved by execution of Change Orders. Within 10 calendar days after the proposed changes are approved by the Owner, the Contractor must submit to the Engineer for final review and approval a revised schedule that incorporates these changes. Once the proposed changes are approved by the Change Order, the Contractor within 10 calendar days must submit a revised schedule incorporating these changes for final review and approval by the Engineer.

The Contractor must plan and prosecute its work so as not to interfere with or hinder the completion of the work in progress on adjoining projects. The Contractor must furnish two copies of all schedules and progress reports to the Engineer.

If, in the sole opinion of the Engineer, the Contractor's progress falls behind the approved construction schedule, the Contractor must take the appropriate steps as may be necessary to improve the Contractor's progress.

8.13 Contractor's Progress Reporting

The Contractor must, within 30 days after the date of contract award, prepare and submit to the Engineer for approval, the Contractor's Progress Reporting System which must include at least the following:

Monthly Progress Report – At the beginning of each month during the contract time, the Contractor must provide a report to the Engineer that includes the following information regarding the preceding month: (1) a summary narrative of on-site activities and accomplishments, (2) information regarding any problems anticipated in the upcoming month, and (3) activities scheduled for the following month. This report must also include the following:

Construction Schedule and Progress Chart - A current construction schedule that reflects a breakdown by activity of all contract work. The progress must be updated based on actual percentage of work physically completed for each activity.

A Construction Schedule and Progress Chart must be submitted with each monthly Partial Payment Request. A Partial Payment Request will be rejected if the submitted Construction Schedule and Progress Chart is not in compliance with this provision.

ITEM 9**MEASUREMENT AND PAYMENT****9.1 Measurement of Quantities**

All work completed under the contract will be measured by the Engineer according to United States Standard Measures unless otherwise specified. All longitudinal measurements for surface area will be made along the actual surface of the roadway and not horizontally, and no deduction will be made for structures in the roadway having an area of 9 square feet or less. For all transverse measurements for areas of base courses, surface courses, and pavements, the dimensions to be used in calculating the pay areas will be on the neat dimensions and must not exceed those shown on plans or ordered in writing by the Engineer. All materials which are specified for measurement by the cubic yard in vehicles must be hauled in approved vehicles and measured therein at the point of delivery on the roadway. Vehicles for this purpose may be of any type or size satisfactory to the Engineer provided that the body is of such type that the actual contents may be readily and accurately determined. Each approved vehicle must bear an identification mark indicating specific approval by the Engineer and also a permanent, plainly legible number. The Inspector may reject all loads not hauled in such approved vehicles.

In those items which provide for payment by "Plan Quantity," the measurement of such quantities must be made by standard methods of calculation, using the methods described in the governing specification, and may or may not represent the exact quantity of material moved, handled, or placed in the roadway or structure during the execution of the contract.

The quantities shown on the plans, adjusted in accordance with the governing specification when required, will be the quantity paid for.

When the Engineer and Contractor agree in writing, the final payment for the pay items of sprinkling, rolling, overhaul, additional quarter mile haul, stripping, scraper work, disking, blading, bulldozer work, road grader work, or mobilization may be fixed at plan quantity if the bid quantity multiplied by the unit bid price is less than \$250. This provision will apply regardless of whether the final quantity required is greater than or less than the quantity stated in the bid.

9.2 Scope of Payment

The Contractor must accept the compensation, as provided in the contract, in full payment for furnishing all materials, supplies, labor, tools, and equipment necessary to complete the work under the contract; for any loss or damage which may arise from the nature of the work, from the action of the elements, and from any unforeseen difficulties which may be encountered during the prosecution of the work, until the final acceptance by the Engineer, except where there is conclusive evidence that such damage is due to inadequate design and not to improper prosecution of the work; for all risks of every description connected with the prosecution of the work; for all expenses and damages which might accrue to the Contractor by reason of delay in the initiation and prosecution of the work for any cause whatsoever; for any infringement of patent, trademark, or copyright; and for completing the work according to the plans and specifications. The payment of any current or partial estimate does not in any way affect the obligation of the Contractor at its own cost to repair or renew any defective parts of the construction and to be responsible for all damages due to such defects if such defects or damages are discovered on or before the final inspection and acceptance of the work.

9.3 Payment for Extra Work

Extra work ordered, performed, and accepted will be paid for according to the terms of Change Orders, Change Directives or on the "Force Account" basis as directed by the Engineer.

9.4 Force Account

When extra work is ordered to be performed on the "Force Account" basis, the Contractor will be paid "actual field cost" plus 15 percent. "Actual field cost" is hereby defined to include Contractor's cost for workers, such as foreman, timekeepers, mechanics, and laborers, and materials, supplies, trucks, rentals on machinery and equipment for time actually employed or used on such extra work, plus actual equipment, for time actually employed or used in such extra work plus actual transportation charges necessarily incurred, together with all power, fuel, lubricants, water, and similar operating expenses, and all necessary incidental expenses incurred directly on account of such extra work, including Social Security, Old Age Benefits, and other payroll taxes, and a ratable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability, Property Damage, workers' compensation, and other insurance as may be required by any law or ordinance or as directed by the County, or as agreed to by the County and the Contractor. The County may direct the form in which accounts of "actual field cost" will be kept, and records of those accounts must be made available to the County. The charges for (1) materials which are tangible personal property incorporated into the project or completely consumed at the job site, and (2) services required by or integral to the performance of the contract must be separated from all other charges, including the cost of labor, overhead, and materials which do not become part of the finished project or are not completely consumed at the job site. Unless otherwise specified, prices for use of machinery and equipment will be determined by using 80 percent of the latest schedule of Equipment Ownership Expense adopted by Associated General Contractors of America. Where practicable, terms and prices for use of machinery and equipment must be incorporated in a change order. Fifteen Percent of "actual field cost" to be paid to the Contractor will cover and compensate it for its profit, overhead, general superintendent, field office expense, and all other elements of cost and expense not embraced within "actual field cost" as herein defined, save that where the Contractor's field office must be maintained primarily on account of such extra work, in which case the cost to maintain and operate the same will be included in the "actual field cost."

The compensation, as herein provided for, will be received by the Contractor as payment in full for extra work done on the "Force Account" basis. The Contractor's representative and the Inspector must compare records of extra work done on the "Force Account" basis at the end of each day. Copies of these records will be made upon suitable forms provided for this purpose by the County and signed by both the County's and the Contractor's representatives, one copy being forwarded to the Construction Administrator and one to the Contractor. All claims for "Extra Work" performed on the "Force Account" basis must be submitted to the Engineer by the Contractor upon certified statements to which must be attached certified copies of invoices covering the cost of, and the freight charges on, all materials used in such work, and such statements must be filed not later than the tenth day of the month following that in which the work was actually performed. The statements must separate charges for materials, incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the contract, from all other charges.

When extra work is ordered to be performed on the "Force Account" basis, and the estimated cost is less than \$500, payment of same may be made on the basis of an invoice submitted to the Engineer by the Contractor. The invoice must include the Contractor's actual cost for materials, labor, equipment, and incidentals necessary to complete the extra work. The invoice must separate

charges for materials incorporated in the project or completely consumed at the job site and services required by or integral to the performance of the contract, from all other charges.

The invoice must also include additional compensation specified above, in this Paragraph 9.4, as well as the cost of the Contractor's bond on the extra work.

9.5 Partial Payments

On or before the first day of each month, the Contractor must submit to the Construction Administrator a statement showing the total value of the work performed up to and including the 25th day of the preceding month. The statement must also include the value of all sound materials delivered to the job site and to be included in the work and partially completed work whether bid as a lump sum or a unit item which in the opinion of the Engineer is acceptable. The statements must separate charges for materials which are tangible personal property incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the contract from all other charges. The Engineer will examine and approve or modify and approve such statement.

In addition to the above, and upon presentation of copies of invoices and freight bills, an estimate must be made and included for the invoice the cost of acceptable reinforcing steel, structural steel, pre-cast concrete members, stone, gravel, sand, or any other nonperishable materials delivered on the work or in acceptable storage places and which have not been used in the work prior to such estimate.

For acceptable structural components (structural steel, concrete members, piling, etc.) fabricated in accordance with details shown on the plans and stored in any location approved by the Engineer, an estimate must be made and included for the invoice cost, exclusive of any transportation costs, of the material involved after the Contractor has furnished the Engineer with a copy of the invoice. Only materials which are completely constructed and/or fabricated on the Contractor's order for a specific project, and are so marked, and on which an approved Test Report has been issued, are eligible for inclusion in the Contractor's Partial Payment Request. This will also include the following items: concrete traffic barriers, pre-cast-concrete box culverts, concrete piling, reinforced-concrete pipes, and illumination poles. Written approval must be obtained from the Engineer before any repairs are made to fabricated material that has been approved for storage, and the Contractor must bear all expenses of the repairs. After material has been fabricated and placed in acceptable storage and has been paid for based on a monthly estimate, the Contractor must furnish the Engineer, within 30 days of date of payment, a copy of the paid invoice. If this is not furnished, partial payment for fabricated material in acceptable storage will be omitted from the next estimate.

For pre-cast concrete products which may be completely fabricated or constructed by the Contractor for which invoice or freight bills are not pertinent, and which have been stored in acceptable storage places, and which have not been used in the work, an estimate will be made and included for 60 percent of the unit price bid for the specified products.

Partial payments for material on hand or in acceptable storage must not exceed the bid price.

For temporary erosion controls and tree fencing, the Contractor will be paid by the linear footage of controls installed and measured in place, including additional footage and placement that varies from the original approved plan.

Within 30 days after receipt of an acceptable invoice, the County will either (1) notify the Contractor in writing of any objections which the County has or (2) pay the Contractor the amount invoiced, less 5 percent of the amount thereof, which 5 percent will be retained until final payment, and further less all previous payments and all sums that may be retained by the County under the terms of this Agreement. It is understood, however, that in case the whole work is near completion and some unexpected and unusual delay occurs due to no fault or neglect on the part of the Contractor, the County may pay a reasonable and equitable portion of the retained percentage to the Contractor; or the Contractor at the County's option, may be relieved of the obligation to fully complete the work and, thereupon the Contractor will receive payment of the balance due him/her under the contract subject only to the conditions stated under Paragraph 5.16, "Final Payment". Partial estimates showing an amount of work performed since the last preceding estimate of less than \$1,000 may be withheld until the amount of work performed on a partial estimate is at least \$1,000.

In order to be considered acceptable, an invoice must include: (1) the name, address, telephone number of the Contractor and similar information in the event payment is to be made to a different address, (2) the County contract number, (3) the Purchase Order number, (4) a Schedule of Values as outlined in the Contract, (5) any additional payment information which may be called for by this Contract.

9.6 Acceptance and Final Payment

When the work provided for in the contract has been completed by the Contractor, and all parts of the work have been approved and accepted by the Engineer, a final estimate showing the amount of the work and the amount due the Contractor under the contract will be prepared by the Engineer. The amount of the final estimate, less any sums previously paid under the contract will be paid to the Contractor.

Neither the final payment nor the remaining retained percentage will become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) if required by the Owner, another date establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Construction Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor must refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

The acceptance of final payment constitutes a waiver of all claims by the Contractor.

9.7 Plan Quantity Measurement.

When plan quantity measurement is specified for an item, adjustment of quantities will be made according to the following:

If the quantities measured as outlined under "Measurement" vary from those shown in the proposal and on the "Estimate and Quantity" sheet by more than 5% (or as stipulated under the measurement article for the Item), either party to the contract may request, in writing, an adjustment of the quantities by each separate

bid item, except that when stated in the particular item, the adjustment will be made based upon a designated element shown in the Item. The party to the Contract which requests the adjustment must present, to the other, one copy of field measurements and calculations showing the revised quantities in question. These revised quantities, when approved by the Engineer, together with all other quantities under the same bid item, will constitute the final quantity for which payment will be made.

When quantities are revised by a change in design, the "Plan Quantity" will be increased or decreased by the amount involved in the design change.

Payment for revised quantities will be paid for at the unit price bid for that bid item, except as provided for in Paragraph 4.13, "Increases and Decreases in Quantity of Work."

9.8 Disbursements to Persons with Outstanding Debts Prohibited.

In accordance with Section 154.045 of the Local Government Code, the County hereby notifies the Contractor that if a notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of the Contractor to the State, the County, or a salary fund, a warrant may not be drawn on a County fund in favor of the Contractor, or an agent or assignee of the Contractor, until: (1) the County Treasurer notifies the Contractor in writing that the debt is outstanding; and (2) the debt is paid.

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

The County may apply any funds the County owes the Contractor to the outstanding balance of any debt for which notice has been made under Paragraph 9.8 if the notice includes a statement that the amount owed by the County to the Contractor may be applied to reduce the outstanding debt.

9.9 Interest on Overdue Payments.

Accrual and payment of interest on overdue payments will be governed by Chapter 2251 of the Texas Government Code.

9.10 Contractor must promptly pay Subcontractors.

The Contractor must promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount of which said Subcontractor is entitled, reflecting the percentage actually retained, from payments to the Contractor on account of such Subcontractor's Work. The Contractor must, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to his Sub-subcontractors in similar manner. All payments to Subcontractors and Sub-subcontractors must be made within 10 days of receipt of payment for Work claimed in an Application for Payment that Subcontractor or Sub-subcontractor performed.

The Owner may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentage of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner on account of Work done by such Subcontractor.

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The Owner has no obligations to pay or to see to the payment of any monies to any Subcontractor except as may otherwise be required by law.

None of the following constitutes an acceptance by the County of any Work not done in accordance with the Contract Documents: approval of Application for Payment, a Progress Payment, or partial or entire use or occupancy of the Project.

ITEM 10

MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 10.1 The Contractor agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, for a period of five years after final payment for completed services and all other pending matters concerning this Contract have been closed.
- 10.2 The Contractor further agrees that the County or its duly authorized representatives will have access to any and all books, documents, papers and records of the Contractor, which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ITEM 11

TAXPAYER IDENTIFICATION

- 11.1 The Contractor must provide the County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Contract.

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SCOPE AND TECHNICAL SPECIFICATIONS
CONTRACT NO: 11K00268JW

ASPHALT REJUVENATION PROGRAM

SCOPE AND TECHNICAL SPECIFICATIONS

I. GENERAL

A. Scope of Work

The Contractor shall furnish all labor, material and equipment to perform all operations for the application of an asphalt-rejuvenating agent to Hot Mix Asphalt Concrete (HMAC) at various locations for Travis County. The list of roadways is included in the Appendix of this document. The rejuvenation of surface courses shall be by spray application of a cationic rejuvenating agent composed of petroleum oils and resins (containing no VOCs) emulsified with water. All work shall be in accordance with the specifications and subject to the terms and conditions of this contract.

B. Qualifications

A project superintendent knowledgeable and experienced in application of the asphalt-rejuvenating agent must be in control of each day's work. The bidder shall submit a written statement of experience outlining a minimum of 3 years experience of similar projects in size and scope.

C. Submittals with Bid

The bidder must submit with their bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with their bid previous use documentation and test data conclusively demonstrating that; the rejuvenation agent has been used successfully for a period of five (5) years by governmental agencies (Cities, Counties etc.) and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by the governmental agency as to the required change in the asphalt binder viscosity and penetration number.

Testing data shall be submitted indication such product performance on a sufficient number of projects, each being tested for a minimum period of three years to insure reasonable longevity of the treatment, as well as product consistency.

D. Warranty

The Contractor shall provide workmanship and labor warranty for a period of at least 12 months from the date of application.

The material warranty shall be as offered by the manufacturer.

II. PRODUCT

A. Material Specifications

The asphalt-rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit with their bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

| <u>Tests</u> | <u>Test Method</u> ASTM | <u>ASHTO min.</u> | <u>Requirements</u> | |
|---|----------------------------|-------------------|---------------------|------|
| | | | min | max |
| <u>Tests on Emulsion</u> | | | | |
| Viscosity @25°C, SFS | D-244 | T-59 | 15 | 40 |
| Residue, %W | D-244 mod | T-59 mod | 60 | 65 |
| Miscibility Test | D-244 mod | T-59 mod | No coagulation | |
| Sieve Test, %W | D-244 mod | T-59 mod | - | 0.1 |
| Particle Charge Test | D-244 | T-59 | Positive | |
| Percent Light Transmittance | D-244 mod GB | T-59 mod GB | - | 30 |
| <u>Tests on Residue from Distillation</u> | | | | |
| Flash Point, COC 0 deg | D-92 | T-48 | 196 | |
| Viscosity @ 60°C, cSt | D-445 | - | 100 | 200 |
| Asphaltenes, %W | D-2006-70 | - | - | 1.00 |
| Maltene Dist. Ratio | D-2006-70 | - | 0.3 | 0.6 |
| PC/S Ratio | D-2006-70 | | 0.5 | - |
| Saturated Hydrocarbons | D-2006-70 - | | 21 | 28 |

Testing Notes

- For Residue, ASTM D-244 Modified Evaporation Test for percent of residue is made by heating a 50-gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.
- For Miscibility Test, the test procedure is identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solutions shall be used in place of distilled water.
- For Sieve Test, the test procedure is identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

B. Material Performance

The rejuvenating agent must have a record of at least five (5) years of satisfactory service as asphalt rejuvenating agent and in-depth sealer. Satisfactory service will be based on the capability of the material to decrease the viscosity and increase the penetration value of the asphalt binder as follows. The viscosity must be reduced by a minimum of 45% and the penetration value must be increased by a minimum of 25%. Test data must be performed on extracted asphalt cement from a pavement to a depth of three eighths of an inch (3/8"). In addition, the pavement must be in-depth sealed to the intrusion of air and water.

C. Acceptable Material

RECLAMITE®, manufactured by Golden Bear Oil Specialties, is a product of known quality and accepted performance. Contractor may use another product that has been proven to be functionally equivalent. The provision of equality of material is the responsibility of the Contractor, and the Engineer's decision is final.

D. Products Standards and Alternates

The product "Reclamite®" for the asphalt rejuvenating agent as manufactured by Golden Bear Oil Specialties is the standard for these specifications. Should a bidder submit a bid for alternates to the specifications, said bid will be entered on the BID SHEET as the "Alternate Bid" for each item. In the event that the bidder submits no bid for the standard specifications, only the "Alternate Bid" should be completed.

Bidders may offer an "Alternate Bid" for the standard specifications provided the bidder adheres to the following and submits required information with their bid.

- List the proposed alternate on the Bid Sheet form giving the product name and price.
- Furnish complete specifications and descriptive literature for the alternate as well as a one-gallon sample of the material proposed for use. Such descriptive and detailed information must be complete and at least equal in detail to the County's requirement for the standard item for which the alternate is offered.
- Submit a current Material Safety Data Sheet for the alternate materials. The County will give the alternate consideration. The Contractor may furnish only those alternate items included in his proposal and approved by the County prior to award of a contract.
- If no Alternate is indicated on the Bid Sheet, the Contractor must furnish the standard item specified in the specifications.
- Should the Alternate offered be found unacceptable by the County based on the data submitted with the bid and no bid is entered on the Bid Sheet for the standard item, then said bid will be considered non-responsive.

E. Application Equipment

- The distributor for spreading the emulsion must be self-propelled, and must have pneumatic tires. The distributor must be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5% of the specified rate.
- Distributor equipment must include full circulation spray bars; pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor must be equipped to circulate and agitate the emulsion within the tank.
- A check of distributor equipment as well as application rate accuracy and uniformity of distribution must be made when directed by the Engineer.
- The truck used for sanding must be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader must be able to apply ½ pound to 3 pounds of sand per square yard in a single pass. The spreader must be adjustable so as not to broadcast sand onto driveways or lawns.
- The sand to be used must be free flowing, without any leaves, dirt, stones, etc. Any wet sand must be rejected from the job site.

III. EXECUTION

A. Application Temperature and Weather Limitations

The temperature of the asphalt rejuvenating emulsion, at the time of application must be as recommended by the manufacturer. The asphalt-rejuvenating agent must be applied only when the existing surface to be treated is thoroughly dry and when it is not threatening to rain. The asphalt-rejuvenating agent must not be applied when the ambient temperature is below 40°F.

B. Handling of Asphalt Rejuvenating Agent

Contents in tank cars or storage tanks must be circulated at least 45 minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate must be loaded first and then the required amount of water must be added. The water must be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe must be kept below the surface of the material in the distributor, which must be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment is subject to the approval and satisfaction of the Engineer.

C. Resident Notification

The Contractor must distribute by hand, a typed/printed notice to all residences and businesses on the street to be treated. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice must be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor must also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will considered incidental to the contract.

D. Application of Rejuvenating Agent

- The asphalt-rejuvenating agent must be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion must be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution must be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed must receive additional treatment as may be required by hand sprayer application.
- Application of asphalt rejuvenating agent must be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road must overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement must be treated in both application passes of the distributor truck.
- Before spreading, the asphalt-rejuvenating agent must be blended with water at the rate of two parts rejuvenating agent to one part water, by volume or as

specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water must be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field-testing.

- Where more than one application is to be made, succeeding applications must be made as soon as penetration of the preceding application has been completed and approval is granted for additional application by the Engineer.
- Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, must have the required amounts applied in tow or more applications as directed.
- After the street has been treated, the area within one foot of the curb line on both sides of the road must receive an additional treatment of the asphalt rejuvenating emulsion. Said treatment must be uniformly applied by a method acceptable to the Engineer.
- After the rejuvenating emulsion has penetrated, a coating of dry sand must be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.
- The Contractor must furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent.

E. Street Sweeping

- The Contractor is responsible for sweeping and cleaning of the streets prior to, and after treatment when required. Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work must be accomplished by brooming, power blowing, or other approved methods.
- All sand used during the treatment process must be removed no later than 48 hours after treatment of the street if required. This must be accomplished by mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be considered subsidiary to the Bid Price submitted by the bidder.

F. Traffic Control

- The Contractor must schedule its operations and complete the work in a manner that will cause the least disruption/disturbance or interference with the normal flow of traffic in the areas being treated. Treated portions of the pavement surfaces must be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic.
- When, in the opinion of the Engineer, traffic must be maintained at all times on a particular street, then the Contractor must apply asphalt-rejuvenating agent to one lane at a time. Traffic must be maintained in the untreated lane until the traffic may be switched to the completed lane.
- The Contractor is responsible for all traffic control and signing required to permit safe travel. The Contractor must notify the appropriate emergency agencies (TCSO, ESD etc.) and school districts as to the areas to be treated and present a schedule of treatment.

- If, in the opinion of the Engineer, proper signing is not being used, the Contractor must stop all operations until all safe signing and traffic controls measures have been put in place or operation.

G. Method of Measurement

Asphalt rejuvenating agent will be measured by the square yard as provided for in the Contract Documents.

H. Basis for Payment

The accepted quantities, measured as provided for above, will be paid for at the contract unit price for asphalt rejuvenating agent. Asphalt rejuvenating agent will be paid for PER SQUARE YARD, which will be full compensation for furnishing all materials, equipment, labor and incidentals to complete the work as specified and required.

GM200I13

TRAVIS COUNTY

9/08/11
10:50:58

Fiscal Year 2011

Account Balance Inquiry

Project Req'd

Account number : 521-4941-808.81-64
Fund : 521 CERT OF OBLIG 2011-T/E
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 8 INFRA&ENV SVS (TRANS&RDS)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

| | | |
|---------------------------------------|--------------|------------|
| Original budget : | 0 | |
| Revised budget : | 3,735,720 | 06/30/2011 |
| Actual expenditures - current . . . : | .00 | |
| Actual expenditures - ytd : | .00 | |
| Unposted expenditures : | .00 | |
| Encumbered amount : | .00 | |
| Unposted encumbrances : | .00 | |
| Pre-encumbrance amount : | 2,837,459.09 | |
| Total expenditures & encumbrances: | 2,837,459.09 | 76.0% |
| Unencumbered balance : | 898,260.91 | 24.0 |

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



TRANSPORTATION AND NATURAL RESOURCES

JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 708-4697

September 8, 2011

MEMORANDUM

TO: Cyd Grimes, Travis County Purchasing Agent
FROM: Donald W. Ward, P.E., Division Manager, TNR Road Maintenance
SUBJECT: Award of Contract to Pavement Restoration, Inc.

The TNR Road Maintenance Division is requesting that the Purchasing Department issue an annual contract to Pavement Restoration, Inc. for the application of the asphalt rejuvenation product "Reclamite".

TNR has researched numerous asphalt rejuvenation products and would like to continue the application of Reclamite as part of an alternative paving program approved by the Court in FY 2006. TNR has experienced very good results in asphalt pavement restoration and extended the pavement life of the roadways that have been treated with Reclamite. Approximately twenty-two miles of County roadways were treated in FY 2006, 23 miles in FY 2007, 36 miles in FY 2008, 27 miles in FY 2009, 23 miles in FY 2010, 26 miles in FY 2011 and TNR would like for this program to continue. The product allows the roadways that are good candidates for the application to extend their life by 7 to 12 years before structural repairs are required. This result in substantial budget savings each Fiscal Year while maintaining the roadway system to a high percentage of Good to Fair rating as mandated by the Court.

In FY 2006, Travis County advertised publicly for bids and Pavement Restoration was the sole responsive bidder. Pavement Restoration has exclusive rights to apply Reclamite within the State of Texas as provided in their contract with the manufacturer Tricor Refining, LLC. TNR has forwarded a statement relating to Pavement Restoration, Inc. contract as a Sole Source Applicator for Reclamite within the State of Texas for your review.

Please proceed with the contract to utilize Reclamite through Pavement Restoration, Inc. for our 2012 Alternative Paving Program. If you have any questions regarding this product, contract or correspondence please contact me at your earliest convenience.

Cc Jason Walker, Purchasing
Steven Manilla, TNR
Scott Lambert, TNR
Cynthia McDonald, TNR
Brunilda Cruz, TNR



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By/Phone Number: Elizabeth Corey (854-9853), Bonnie Floyd

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Commissioner Gomez

Agenda Language: Approve renewal of Interlocal Cooperation Agreement No. IL990109OJ, City of Austin/Downtown Austin Alliance, to provide services and improvements for the Austin Downtown Public Improvement District.

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.

Commissioner Gomez requests that the Commissioners Court approve the Interlocal Cooperation Agreement containing a provision for automatic renewal of the agreement for the period of October 1, 2011 through September 30, 2012, contingent upon funds availability.

The Interlocal Cooperation Agreement allows the County to contribute a sum of money (\$25,000) to cooperate with municipal authorities in making necessary improvements and providing services to promote public health and provide for planning, construction, maintenance, and operation of public recreation facilities. Both the City of Austin and the County have joined together to provide for services and improvements of downtown Austin.

Ø **Contract Expenditures:** Within the last twelve months, \$25,000 has been spent against this contract.

Ø **Contract-Related Information:**

Award Amount: \$25,000

Contract Type: Interlocal Agreement

Contract Period: October 1, 2011 through September 30, 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 **Funding Information:**

- Purchase Requisition in H.T.E.:
- Funding Account(s): 001-1000-521-6099
- Comments: Funds covering this requirement will be included in the FY '12 budget.

Note: Approval by the Commissioners Court authorizes the Travis County Purchasing Agent to sign the purchase order to be issued to the Downtown Austin Alliance, c/o the City of Austin.

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.

Elizabeth Corey - Interlocal agreement IL990109OJ - Downtown Austin Alliance

From: Edith Moreida
To: Elizabeth Corey
Date: 9/9/2011 6:54 AM
Subject: Interlocal agreement IL990109OJ - Downtown Austin Alliance

Elizabeth,

Commissioner Gomez will sponsor this Interlocal agreement IL990109OJ - Downtown Austin Alliance at the agreed upon rate. Thank you for your assistance with this.

Edith Moreida
Executive Assistant
Commissioner Gomez' Office
512.854.9280 Direct
edith.moreida@co.travis.tx.us



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 20, 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 Road Recycling, IFB No. B110218-CW, to the low bidder, Aaron Concrete Contractors, LP.

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 road recycling services for Travis County Transportation and Natural Resources.

IFB No. B110218-CW was issued on August 2, 2011. A total of twenty two (22) vendors were solicited and two (2) bids were received. Travis County Transportation and Natural Resources recommends award to the low bidder, Aaron Concrete Contractors, LP.

Ø **Contract Expenditures:** Within the last twelve (12) months \$35,346 has been spent against this contract/requirement.

Ø **Contract-Related Information:**

Award Amount: Estimated Quantity-as need requirements

Contract Type: Annual

Contract Period: September 24, 2011 through September 23, 2012

Ø **Solicitation-Related Information:**

| | | | |
|---------------------|-----|----------------------|-----|
| Solicitations Sent: | 22 | Responses Received: | 2 |
| 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.

Ø **Funding Information:**

- Purchase Requisition in H.T.E.: N/A
- Funding Account(s): 099-4941-621-6099
- 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.

RECEIVED
TRAVIS COUNTY

2011 SEP -7 AM 8:46



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

PURCHASING
OFFICE

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

September 6, 2011

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carol B. [Signature]
FROM: Steven M. Manilla, P.E., County Executive
SUBJECT: Award of Solicitation **B110218-CW Road Recycling**

TNR recommends that Travis County award the above mentioned solicitation to the low overall bidder, Aaron Concrete Contractors.

The commodity/sub-commodity code for this contract is 962/036. The primary line item will be 099-4941-621-6099.

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

CJ CJ:SMM:cj

Fiscal Year 2011

Account Balance Inquiry

12:51:40

Account number : 99-4941-621.60-99
Fund : 099 ROAD & BRIDGE FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 60 OTHER PURCHASED SERVICES
Object : 99 CONTRACTED SERVICES

Original budget : 421,514
Revised budget : 482,191 06/06/2011
Actual expenditures - current . . . : 1,977.00
Actual expenditures - ytd : 72,631.00
Unposted expenditures : 2,990.00
Encumbered amount : 53,003.57
Unposted encumbrances : 21,323.90
Pre-encumbrance amount : 50,686.10
Total expenditures & encumbrances: 202,611.57 42.0%
Unencumbered balance : 279,579.43 58.0

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

Bid #B110218-CW - ROAD RECYCLINGCreation Date **Jun 15, 2011**End Date **Aug 22, 2011 10:00:00 AM CDT**Start Date **Aug 2, 2011 9:54:02 AM CDT**Awarded Date **Not Yet Awarded**

| B110218-CW--01-01 Road Recycling | | | | | |
|---|----------------------|----------------------|-------------------------------|--------|----------|
| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Aaron Concrete Contractors, LP. | First Offer - \$0.50 | 100000 / square yard | \$50,000.00 | | Y |
| Product Code: | | | Supplier Product Code: | | |
| Agency Notes: | | | Supplier Notes: | | |
| RTI Hot Mix | First Offer - \$1.40 | 100000 / square yard | \$140,000.00 | | Y |
| Product Code: | | | Supplier Product Code: | | |
| Agency Notes: | | | Supplier Notes: | | |

| B110218-CW--01-02 Planing/Texturing, 0"-2" | | | | | |
|---|----------------------|---------------------|-------------------------------|--------|----------|
| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Aaron Concrete Contractors, LP. | First Offer - \$1.90 | 30000 / square yard | \$57,000.00 | | Y |
| Product Code: | | | Supplier Product Code: | | |
| Agency Notes: | | | Supplier Notes: | | |
| RTI Hot Mix | First Offer - \$2.95 | 30000 / square yard | \$88,500.00 | | Y |
| Product Code: | | | Supplier Product Code: | | |
| Agency Notes: | | | Supplier Notes: | | |

| B110218-CW--01-03 Planing/Texturing, 2"-4" | | | | | |
|---|----------------------|---------------------|-------------------------------|--------|----------|
| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Aaron Concrete Contractors, LP. | First Offer - \$2.70 | 20000 / square yard | \$54,000.00 | | Y |
| Product Code: | | | Supplier Product Code: | | |
| Agency Notes: | | | Supplier Notes: | | |
| RTI Hot Mix | First Offer - \$4.50 | 20000 / square yard | \$90,000.00 | | Y |
| Product Code: | | | Supplier Product Code: | | |
| Agency Notes: | | | Supplier Notes: | | |

| B110218-CW--01-04 Planing/Texturing, 4"-6" | | | | | |
|---|----------------------|---------------------|-------------------------------|--------|----------|
| Supplier | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
| Aaron Concrete Contractors, LP. | First Offer - \$3.50 | 10000 / square yard | \$35,000.00 | | Y |
| Product Code: | | | Supplier Product Code: | | |
| Agency Notes: | | | Supplier Notes: | | |
| RTI Hot Mix | First Offer - \$5.00 | 10000 / square yard | \$50,000.00 | | Y |
| Product Code: | | | Supplier Product Code: | | |
| Agency Notes: | | | Supplier Notes: | | |

Supplier Totals

| | | |
|--|--|--|
| Aaron Concrete Contractors, LP. | | \$196,000.00 (4/4 items) |
| Bid Contact | Dale Detten dale@aaronconcrete.com Ph 512-926-7326 | Address 4108 Nixon Lane Austin, TX 78725 |
| Qualifications | CISV | |
| Agency Notes: | Supplier Notes: | |
| RTI Hot Mix | | \$368,500.00 (4/4 items) |
| Bid Contact | Dean Lundquist dean@rammingpaving.com Ph 512-251-3713 | Address 16409 Bratton Lane Austin, TX 78725 |
| Qualifications | TX | |
| Agency Notes: | Supplier Notes: | |

**



Travis County Commissioners Court Agenda Request

Meeting Date: September 27, 2011

Prepared By/Phone Number: Ron Dube, 854-6458

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: ACCEPT ITEMS AS A DONATION FROM TEXAS AGRILIFE EXTENSION, TEXAS A & M. (FIXED ASSETS)

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.

The Texas AgriLife Extension received extensive damage to much of their equipment when the roof collapsed during the summer. The items are being donated in order to receive a Risk Management reimbursement and replace the devices or dispose of them as they see fit.

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.

AGRILIFE EXTENSION in TRAVIS COUNTY



Date: July 1, 2011

To: Ron Dube,
Travis County Fixed Asset Manager

From: Robert Richter,
County Extension Director; Texas AgriLife Extension Service

Re: Donation of Texas AgriLife Extension Service Computer Equipment

When our office roof collapsed in a rainstorm this summer, most of our computer equipment was damaged beyond repair. Some of those computers in our office were solely the property of the Texas AgriLife Extension Service and some were co-owned with Travis County.

This memo is to notify you that the Texas AgriLife Extension Service is donating these computers to Travis County to allow Travis County to receive the Risk Management reimbursement and replace the devices or to dispose of them as they see fit. Please reference the attached documents which list the details for each item.

ITS has evaluated these computers for damages and or incompatibility with our current system and recommends that we accept this donation in order to expedite the replacement and or disposal.

Please let me know if you have any questions or need further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert E. Richter".

Robert E. Richter

Cc: Sherri Flemming, County Executive
James Segers, AgriLife Extension
Elida Urtado, AgriLife Extension
Pameia Dacus, ITS
Sheryl Holder, ITS

Texas AgriLife Extension Office
Travis County
1600 Smith Rd.
Austin, Texas 78721

Tel. 512.854.9600
Fax. 512.854.061
rrichter@ag.tamu.edu
<http://travis-tx.tamu.edu>

AG-301 (04/10)

Texas A&M AgriLife
Administrative Services - Property



PROPERTY TRANSFERS

Releasing Agency Reference (LA) Number

Receiving Agency Reference (LA) Number

Check one: Transfer Into (Attach related correspondence)
 Transfer Within (Move between two Property Department accounts)
 Transfer Out Of (Attach related correspondence)

7-1-11

Date Prepared

For Surplus Pick Up:

Sharon Gillespie

Reason/Comments: Transfer DS10/453 property to Travis County IT (Damaged-Insurance claim)

| Asset Number | Description | Class Code | Acq. Date | Rec. Agency Asset # | New Location | | | Asset Value |
|--------------------------|------------------------------|------------|-----------|---------------------|--------------|--------|-----------|-------------|
| | | | | | Bldg # | Room # | Group Cd. | |
| 0000042541 | Printer HP 8550N Color | 578801 | 10-11-00 | | | | | 3,000.00 |
| 0000045736 | Computer Gateway E-4500S | 578701 | 5-2-06 | | | | | 1,204.00 |
| 0000046913 | Computer Compaq EVO D500 | 578701 | 1-3-02 | | | | | 1,435.00 |
| 0000046994 | Printer HP 3700C Color | 578801 | 11-19-04 | | | | | 1,210.00 |
| 0000048044 | Computer Gateway E-4100C | 578701 | 12-17-04 | | | | | 1,419.00 |
| 0000048049 | Computer Gateway Profile 5.5 | 578701 | 12-13-04 | | | | | 1,553.00 |
| 0000048050 | Computer Gateway Profile 5.5 | 578701 | 12-13-04 | | | | | 1,553.00 |
| SUBTOTAL | | | | | | | | 11,374.00 |
| TOTAL FROM PAGE 2 | | | | | | | | 9,516.00 |
| GRAND TOTAL | | | | | | | | 20,890.00 |

If additional lines are needed, use page 2.

RELEASING DEPARTMENT/AGENCY:

DS10/453 Travis County Extension

Prop. Dept./Unit: [Signature] Property Department Name: 7-6-11
 Signature of APO or Alternate APO: _____ Date: _____

Signature of Property Manager: _____ Date: _____
 Member & Agency No. _____

RECEIVING DEPARTMENT/AGENCY:

Travis County Government IT

Prop. Dept./Unit: _____ Property Department Name: _____
 Signature of APO or Alternate APO: _____ Date: _____

Signature of Property Manager: _____ Date: _____
 Member & Agency No. _____

AG-301 (04/10)

Texas A&M AgriLife
Administrative Services - Property



PROPERTY TRANSFERS

Releasing Agency Reference (LA) Number

Receiving Agency Reference (LA) Number

Check one: Transfer Into (Attach related correspondence)
 Transfer Within (Move between two Property Department accounts)
 Transfer Out Of (Attach related correspondence)

7-1-11

Date Prepared

For Surplus Pick Up: _____

Sharon Gillespie

Contact Person

Phone

Location

Prepared By

Reason/Comments: DS10/453 property to Travis County IT (TC Warehouse/Sheryl Holder's Office)

| Asset Number | Description | Class Code | Acq. Date | Rec. Agency Asset # | New Location | | | Asset Value |
|--------------------------|----------------------------------|------------|-----------|---------------------|--------------|--------|-----------|-------------|
| | | | | | Bldg # | Room # | Group Cd. | |
| 0000046912 | Computer Compaq EVO D500 | 578701 | 1-3-02 | | | | | 1,435.00 |
| 0000046914 | Computer Compaq EVO D500 | 578701 | 1-3-02 | | | | | 1,435.00 |
| 0000046916 | Computer Compaq EVO D500 | 578701 | 1-3-02 | | | | | 1,435.00 |
| 0000046931 | Computer Notebook Gateway 1450SE | 578704 | 6-6-02 | | | | | 1,583.00 |
| 0000046933 | Computer Notebook Gateway 1450SE | 578704 | 6-6-02 | | | | | 1,583.00 |
| 0000046936 | Computer Gateway E-3600 | 578701 | 6-6-02 | | | | | 1,371.00 |
| 0000046966 | Computer Gateway E-4000 | 578701 | 5-29-03 | | | | | 1,358.00 |
| SUBTOTAL | | | | | | | | 10,200.00 |
| TOTAL FROM PAGE 2 | | | | | | | | 9,236.00 |
| GRAND TOTAL | | | | | | | | 19,436.00 |

If additional lines are needed, use page 2.

RELEASING DEPARTMENT/AGENCY:

DS10/453 Travis County Extension

Prop. Dept./Unit

Property Department Name

Signature of APO or Alternate APO

Date

Signature of Property Manager

Date

Member & Agency No.

RECEIVING DEPARTMENT/AGENCY:

Travis County Government IT

Prop. Dept./Unit

Property Department Name

Signature of APO or Alternate APO

Date

Signature of Property Manager

Date

Member & Agency No.

AG-301 (04/10)

Texas A&M AgriLife
Administrative Services - Property



PROPERTY TRANSFERS

Releasing Agency Reference (LA) Number

Receiving Agency Reference (LA) Number

Check one: Transfer Into (Attach related correspondence)
 Transfer Within (Move between two Property Department accounts)
 Transfer Out Of (Attach related correspondence)

7-1-11

Date Prepared

For Surplus Pick Up:

Sharon Gillespie

Contact Person

Phone

Location

Prepared By

Reason/Comments: DS10/453 property to Travis County IT (Remaining DS10/453 property)

| Asset Number | Description | Class Code | Acq. Date | Rec. Agency Asset # | New Location | | | Asset Value |
|--------------------------|---------------------------------|------------|-----------|---------------------|--------------|--------|-----------|-------------|
| | | | | | Bldg # | Room # | Group Cd. | |
| 0000038095 | TV Mitsubishi 31-inch | 578201 | 8-13-96 | | | | | 838.41 |
| 0000038579 | Trailer Enclosed | 579912 | 2-27-97 | | | | | 2,355.00 |
| 0000039341 | Printer HP 4000N | 578801 | 2-15-98 | | | | | 1,416.00 |
| 0000042309 | Camcorder Canon ZR-10 | 578201 | 8-18-00 | | | | | 819.95 |
| 0000045469 | Camera Canon EOS D60 Digital | 578101 | 9-1-02 | | | | | 2,624.95 |
| 0000045498 | Camera Pentax Optio 550 Digital | 578101 | 6-12-03 | | | | | 601.00 |
| 0000048015 | Printer HP4200 | 578801 | 6-1-04 | | | | | 951.00 |
| SUBTOTAL | | | | | | | | 9,606.31 |
| TOTAL FROM PAGE 2 | | | | | | | | 9,451.00 |
| GRAND TOTAL | | | | | | | | 19,057.31 |

If additional lines are needed, use page 2.

RELEASING DEPARTMENT/AGENCY:

DS10/453 Travis County Extension

Prop. Dept./Unit Property Department Name

Signature of APO or Alternate APO

Date

Signature of Property Manager

Date

Member & Agency No.

RECEIVING DEPARTMENT/AGENCY:

Travis County Government IT

Prop. Dept./Unit

Property Department Name

Signature of APO or Alternate APO

Date

Signature of Property Manager

Date

Member & Agency No.



Travis County Commissioners Court Agenda Request

Meeting Date: 9/20/11

Prepared By/Phone Number: Gayla Dembkowski Phone #: 7642

Division Director/Manager: Randy Nicholson

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a proposed street name change for a portion of Thaxton Road to be known as "Solis Place" at the south end of McKinney Falls Parkway in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

Consider and take appropriate action on a proposed street name change for a portion of Thaxton Road to be known as "Solis Place" at the south end of McKinney Falls Parkway.

STAFF RECOMMENDATIONS:

The Travis County Address coordinating Committee was notified of the need for a street name change due to the realignment for a portion of Thaxton Road. The newly constructed McKinney Falls Parkway terminated at Thaxton Road which created a new intersection that caused a disconnect for a portion of the road. A ballot was sent to the one property owner who chose "Solis Place". The Address Coordinating Committee recommends the portion of Thaxton Road be named "Solis Place".

ISSUES AND OPPORTUNITIES:

This street name change is on a road Travis County maintains.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Map

Ballot

REQUIRED AUTHORIZATIONS:

| | | | |
|------------------|-------------------|-----|----------|
| Cynthia McDonald | Financial Manager | TNR | 854-4239 |
| Steve Manilla | County Executive | TNR | 854-9429 |

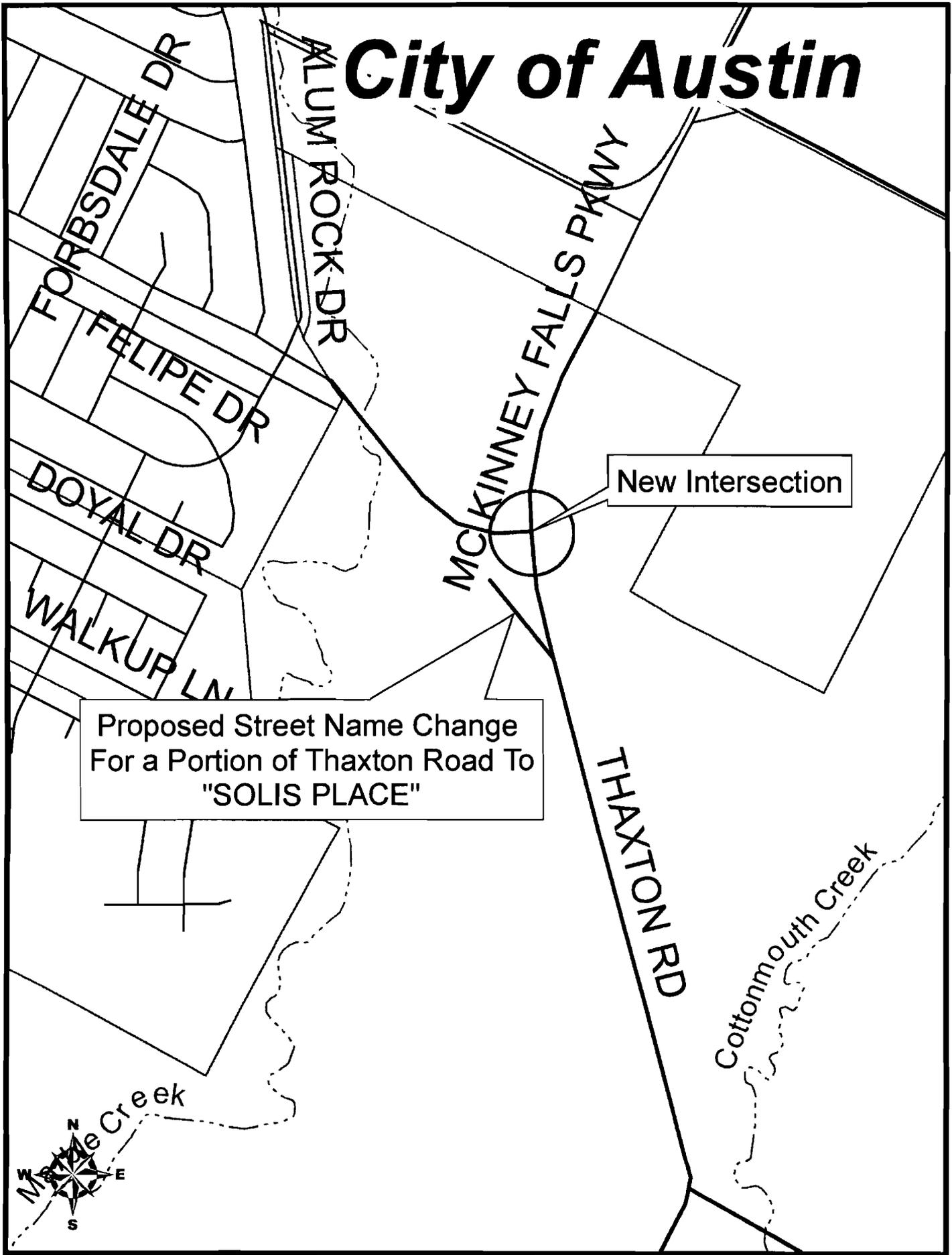
| | | | |
|-----------------|------------------|-----|----------|
| Randy Nicholson | Planning Manager | TNR | 854-4603 |
| | | | |
| | | | |
| | | | |

CC:

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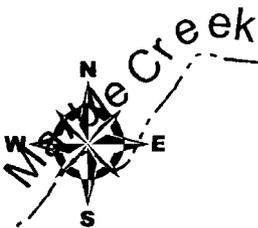
: :
0501 - Comprehensive Planning -

City of Austin



New Intersection

Proposed Street Name Change
For a Portion of Thaxton Road To
"SOLIS PLACE"



STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

ORDER NO.

WHEREAS, the Travis County Address Coordinating Committee has found a necessity for a street name change; and

WHEREAS, the property owner chose a street name from the ballot; and

WHEREAS, a public hearing was held on September 20, 2011, pursuant to the street name change; then

BE IT THEREFORE ORDERED by the Commissioners Court of Travis County, Texas, that the road be named as follows:

PRECINCT FOUR:

A PORTION OF THAXTON ROAD TO

“SOLIS PLACE”

PASSED AND ADOPTED THE _____ DAY OF _____, 2011.

SAMUEL T. BISCOE, COUNTY JUDGE

RON DAVIS,
COMMISSIONER, PCT. ONE

SARAH ECKHARDT,
COMMISSIONER, PCT. TWO

KAREN HUBER,
COMMISSIONER, PCT. THREE

MARGARET GOMEZ
COMMISSIONER, PCT. FOUR

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS WILL HOLD A PUBLIC HEARING ON TUESDAY, SEPTEMBER 20, 2011 AT 9:00 A.M. PURSUANT TO THE REQUEST FOR A STREET NAME CHANGE.

THIS ROAD IS AT THE SOUTH END OF MCKINNEY FALLS PARKWAY TO BE KNOWN AS "**SOLIS PLACE**".

A PUBLIC HEARING WILL BE HELD IN THE COMMISSIONERS COURTROOM, TRAVIS COUNTY ADMINISTRATION BUILDING, 314 WEST 11TH STREET, FIRST FLOOR, AUSTIN, TEXAS.

FOR FURTHER INFORMATION ON THIS STREET NAME ASSIGNMENT PLEASE CALL 854-9383.



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P. E., Executive Manager
411 West 13th Street
Executive Office Building
P. O. Box 1748
Austin, Texas 78767
Tel 512-854-9383

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

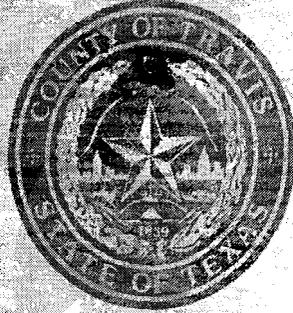
Public notice of street name change for a portion of Thaxton Lane to Solis Place was posted on September 13, 2011. This location being as near as practical to the area specified.

CERTIFIED THIS THE 13 DAY OF September, 2011.
(date) (month)

SIGNATURE: Jaime Garcia

NAME (print) Jaime Garcia

TITLE: TNR/R&B Supervisor



NOTICE OF PUBLIC HEARING

**SEPTEMBER 20, 2011 AT 9:00 AM
STREET NAME ASSIGNMENT**

**STREET NAME CHANGE
FOR A PORTION OF THAXTON LANE
TO
"SOLIS PLACE"
PRECINCT 4**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN
FOR MORE INFORMATION CALL: 854-9383**



**NOTICE OF
PUBLIC HEARING**
SEPTEMBER 20, 2011 AT 9:00 AM
STREET NAME ASSIGNMENT

STREET NAME CHANGE
FOR A PORTION OF THAXTON LANE
TO
"SOLIS PLACE"
PRECINCT 4

AT THE TRAVIS COUNTY
COMMISSIONERS' COURTROOM
314 WEST 11TH STREET
FIRST FLOOR, AUSTIN
FOR MORE INFORMATION CALL: 854-4383





Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By: Paul Scoggins **Phone #:** 854-7619

Division Director/Manager: Arna Bowlin *AB*

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request 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 – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate a five foot wide public utility easement (PUE) located along the northerly lot line of Lot 1 of the Fulkerson Subdivision. The easement is schematically shown on the face of the plat and is more specifically described as a 5' Electric Easement. The subject lot fronts on Manchaca Road, a street currently within the city limits of the City of Austin. The subject lot and easement, however, are in the City of Austin's 2 mile extraterritorial jurisdiction.

The electric company operating in the area is Austin Energy. Austin Energy has stated they have no objection to vacating the subject easement. As of this memorandum staff has not received, nor foresees, any opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends vacating the subject easement.

ISSUES AND OPPORTUNITIES:

According to the lot owner's representative, the vacation of the easement will allow them to cross the common lot line of Lot 1 of the Fulkerson Subdivision and Lot 2 of the Charles E. Garner Subdivision with a subsurface wastewater collection line. The wastewater collection line will transfer wastewater from Lot 1 of the Fulkerson Subdivision to Lot 2 of the Charles E. Garner Subdivision to the on-site wastewater disposal system to be located on Lot 2.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes and Sketch
- Request Letter
- Utility statement
- Sign Affidavit and pictures
- Plat
- Maps

REQUIRED AUTHORIZATIONS:

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

CC:

| | | | |
|-----------------|-----------------|-------------|----------|
| Stacey Scheffel | Program Manager | TNR Permits | 854-7565 |
| | | | |
| | | | |
| | | | |

SM:AB:ps
1101 - Development Services - Fulkerson Subdivision

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of a five foot wide public utility (electric) easement located along the northerly lot line of Lot 1 of the Fulkerson Subdivision as recorded in Volume 38, Page 17 of the Travis County Plat Records;

WHEREAS, Austin Energy has indicated that they have no need for the public utility (electric) easement requested to be vacated as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the public utility (electric)easement as described in the attached field notes and sketch;

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 20, 2011 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the five foot wide public utility (electric) easement located along the northerly lot line of Lot 1 of the Fulkerson Subdivision, as shown on the attached sketch and described in the attached field notes, is hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2011.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

0.0639 ACRES (2,785 SQ. FT.)
WALKER WILSON LEAGUE NO. 2
TRAVIS COUNTY, TEXAS
ELECTRIC EASEMENT VACATION

FIELD NOTES

BEING ALL OF THAT CERTAIN TRACT OF LAND OUT OF THE WALKER WILSON LEAGUE NUMBER 2, SITUATED IN TRAVIS COUNTY, TEXAS, BEING MORE FULLY DESCRIBED AS A PORTION OF LOT 1, FULKERSON SUBDIVISION, RECORDED IN VOLUME 38, PAGE 17, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAID 0.0639 ACRE (2,785 SQ. FT.) TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

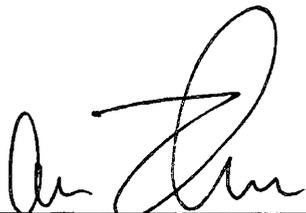
BEGINNING, at a 1/2" iron rod found at the northeastern corner of said Lot 1, Fulkerson Subdivision, common to the southeast corner of Lot 2, Charles E. Garnier Subdivision, recorded in Volume 17, Page 17, of the Plat Records of Travis County, Texas, also being a point on the westerly right-of-way line of Manchaca Road for a point of curvature to the right and the easternmost corner and **POINT OF BEGINNING** for the herein described tract,

THENCE, with the common easterly boundary line of said Lot 1, Fulkerson Subdivision, and said westerly right-of-way line and with said curve to the right having a radius of 1362.39 feet, an arc length of 7.11 feet, and whose chord bears S43°31'58"W, a distance of 7.11 feet to a calculated point,

THENCE, leaving the common easterly boundary line of said Lot 1, Fulkerson Subdivision and said westerly right-of-way line of Manchaca Road and crossing said Lot 1, Fulkerson Subdivision, 5 feet south of and parallel with the common northern boundary line of said Lot 1, Fulkerson Subdivision, and said southern boundary line of said Lot 2, Charles E. Garnier Subdivision, N75°06'57"W, a distance of 445.86 feet to a 3/4" iron pipe found at the southeasterly corner of Lot 7, Old Manchaca Subdivision, recorded in Volume 98, Page 66, of the Plat Records of Travis County, Texas, common to an easterly corner of a 1.265 acre tract of land conveyed to Sam Hilburn recorded in Volume 9388, Page 957, also being in the western line of said Lot 1, Fulkerson Subdivision for the westernmost corner of the herein described tract,

THENCE, along the common boundary line of said Lot 7, Old Manchaca Subdivision, and said Lot 1, Fulkerson Subdivision, N37°26'46"E, a distance of 6.76 feet to a calculated point for the northernmost corner of said Lot 1, Fulkerson Subdivision, and the westernmost corner of said Lot 2, Charles E. Garnier Subdivision, also being in the eastern line of said Lot 7, Old Manchaca Subdivision,

THENCE, with the common northern boundary line of said Lot 1, Fulkerson Subdivision, and said southern boundary line of said Lot 2, Charles E. Garnier Subdivision, S75°06'57"E, a distance of 446.68 feet to the **POINT OF BEGINNING** and containing 0.0639 acres (2,785 Sq. Ft.) of land.

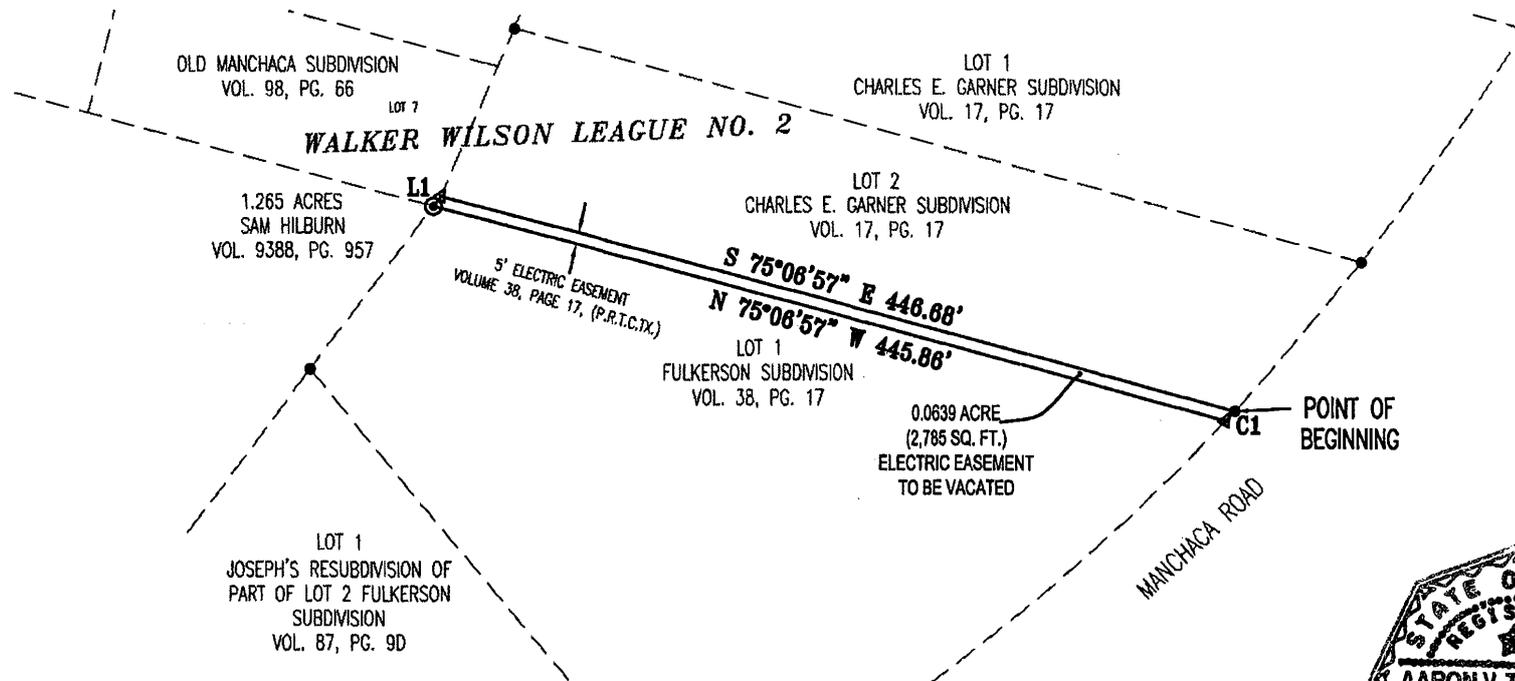
Surveyed by:  26 Jul 2011

AARON V. THOMASON, R.P.L.S. NO. 6214
SETSTONE SURVEYING
5501 West William Cannon
Austin, TX 78749
Ph: 512-282-0170 Fax: 512-280-5165
aaron@setstone.net



BEARING BASIS: CHARLES E. GARNER SUBDIVISION, VOLUME 17, PAGE 17, (P.R.T.C.TX.)

SKETCH TO ACCOMPANY FIELD NOTES



SCALE: 1" = 100'

LEGEND

- CALCULATED POINT
- 1/2" IRON ROD FOUND
- IRON PIPE FOUND



Aaron V. Thomason
26 Jul 2011

BEARING BASIS: CHARLES E. GARNER SUBDIVISION, VOLUME 17, PAGE 17, (P.R.T.C.TX.)

| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | BEARING |
| L1 | 6.76 | N37°26'46"E |

| CURVE TABLE | | | | | |
|-------------|----------|--------|-------|---------------|---------|
| CURVE | RADIUS | LENGTH | CHORD | CHORD BEARING | TANGENT |
| C1 | 1362.39' | 7.11' | 7.11' | S43°31'58"W | 3.56 |



5501 West William Cannon Drive
Austin, Texas 78749
Phone No. (512) 282-0170
Fax No. (512) 280-5165

SETSTONE SURVEYING

PATH:- J: 4487\DWG\FN-5' ELECTRIC ESMT VACATION.DWG

MRBP, Ltd.
509 West 18th Street, Suite 200
Austin, Texas 78701
512-327-8850

July 22, 2011

Mr. Paul Scoggins
Travis County TNR
411 West 13th Street
Austin, Texas 78701

Re: Vacation of Electric Easement on Property located at 10420 Manchaca Road, Austin, Travis County, Texas

Mr. Scoggins:

This letter is to request the vacation, in its entirety, of the electric easement located along the northern property line of Lot 1 of the Fulkerson Subdivision as recorded in Vol. 38, Page 17 of the Travis County Plat Records. The request to vacate the subject electric easement is made for the following reasons: 1) The easement will not be used to develop the subject property or the property adjacent and immediately north of the easement (Lot 2 of the Charles E. Garner Subdivision) which is also owned by MRBP, Ltd., 2) Austin Energy, the applicable electric service utility provider, has consented to the easement's vacation as per the attached letter, and 3) a subsurface wastewater collection line must cross the easement to provide service for development of the subject property in a licensed on-site wastewater disposal system located on Lot 2, such system having been designed and constructed to receive such wastewater flows. It is a stated requirement of the TNR On-Site Wastewater Program staff that the subject easement must be vacated.

Thank you for your attention to this matter. If any additional information is required, you can contact me at 512-327-8850 or jbharris@austinbluesky.com. Thank you for your assistance with this matter.

Sincerely,


John Bolt Harris, President

MRBP Genpar, Inc., its general partner

Attachments

TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P.O. Box 1748
Austin, Texas 78767
(512) 473-9383
FAX (512) 473-9436
Engineering Services FAX (512) 708-4649

Case# 673F, ME-15

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10516 Manchaca Rd., (address)and/or Lot 1, Fulkerson Subdivision in Volume 38, Page 17 and Lot 2, legal description and as described on the enclosed drawing or document. An action of the Commissioner's Court of Travis County is pending your return of this statement; your prompt reply is requested.

STATEMENT

 X We (Austin Energy) do not have need for an easement on the property described above and on the accompanying document.

 We (Austin Energy) do have a need for an easement on the property described above and on the accompanying document.

Sonny Poole by K.M. Strittmatter
Signature
Sonny Poole - K.M. Strittmatter
Printed Name
manager, Public Involvement /
Title *Real Estate Services*
Austin Energy
Utility Company or District
7-27-11
Date

Please return to:

John Harris
509 West 18th, St.
Austin, TX 78701
jbharris@austinbluesky.com



TRANSPORTATION AND NATURAL RESOURCES

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

*411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649*

AFFIDAVIT OF POSTING

**TO: County Judge
County Commissioners
Travis County, Texas**

A Public Notice of Vacation of a several public utility easements sign was posted on August 30, 2011, on the west side of Manchaca Road along the front lot line of Lot 1 of The Fulkerson Subdivision at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 1 DAY OF September, 2011.

SIGNATURE: Jaime Garcia

NAME (PRINT): Jaime Garcia

TITLE: TNR R&B Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\11PUE\05-Manchaca\SignRequest-ManchacaRd.doc



NOTICE OF PUBLIC HEARING

SEPTEMBER 20, 2011, AT 9:00 AM

PUBLIC UTILITY EASEMENT VACATION

TO APPROVE THE VACATION OF A FIVE
FOOT WIDE PUBLIC UTILITY (ELECTRIC)
EASEMENT LOCATED ALONG THE
NORTHERLY SIDE LOT LINE OF LOT 1 OF
THE FULKERSON SUBDIVISION—A
SUBDIVISION IN PRECINCT THREE

AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN, TX
FOR MORE INFORMATION CALL 854-9383



NOTICE OF PUBLIC HEARING

SEPTEMBER 20, 2011, AT 9:00 AM

PUBLIC UTILITY EASEMENT VACATION

TO APPROVE THE VACATION OF A FIVE FOOT WIDE PUBLIC UTILITY (ELECTRIC) EASEMENT LOCATED ALONG THE NORTHERLY SIDE LOT LINE OF LOT 1 OF THE FULKERSON SUBDIVISION—A SUBDIVISION IN PRECINCT THREE

AT THE TRAVIS COUNTY COMMISSIONERS COURTROOM
314 WEST 11th STREET
(FIRST FLOOR), AUSTIN, TX

FOR MORE INFORMATION CALL 854-9383

10d

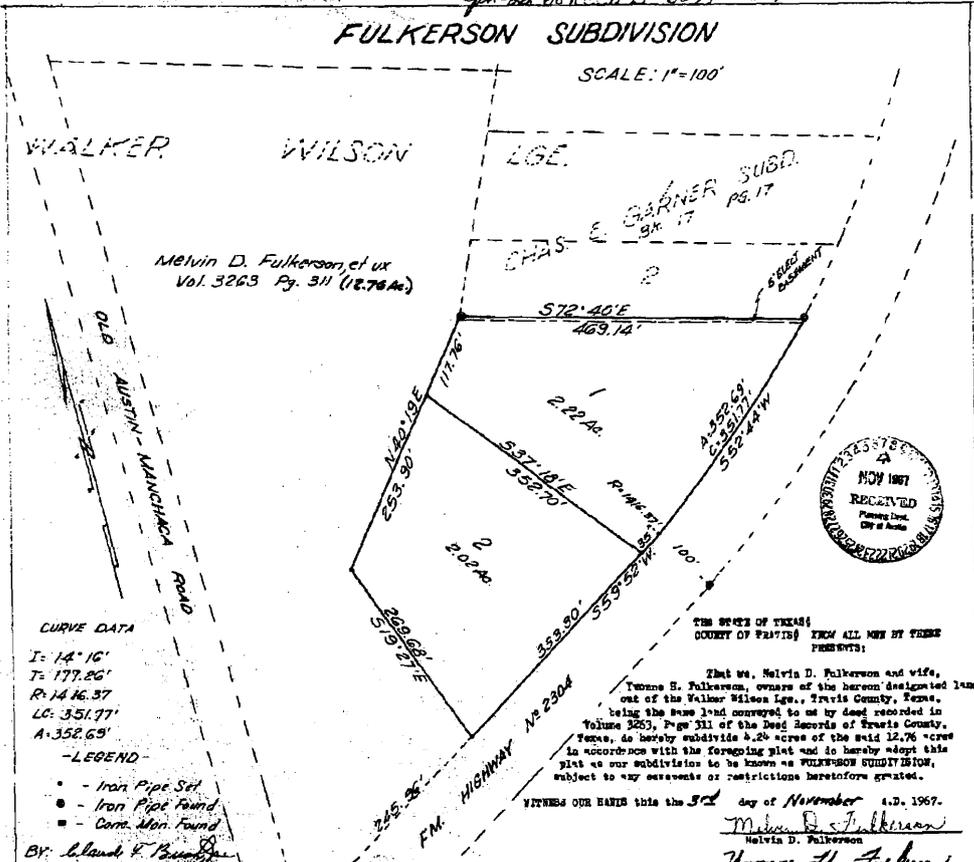
B-1
Insect 1

VIP
38/17

Qm-22 68 P.O.H.B. 6874 4.50

FULKERSON SUBDIVISION

SCALE: 1"=100'



CURVE DATA
 I: 14° 16'
 T: 177.26'
 R: 1446.37'
 LC: 351.97'
 A: 352.69'

-LEGEND-

- Iron Pipe Set
- Iron Pipe Found
- Corn Mon Found

BY: Claude F. Bunker
 Claude F. Bunker
 Reg. Public Notary
 No. 119 F. 132
 No. 132 F. 132
 No. 132 F. 132
 No. 132 F. 132

THE STATE OF TEXAS
 COUNTY OF TRAVIS
 I, the undersigned authority on this day personally appeared Melvin D. Fulkerson and wife, Yvonne H. Fulkerson, known to me to be the persons whose names are subscribed to the foregoing instrument and they acknowledged to me that they executed the same as their act and deed for the purposes and consideration therein expressed and the said Yvonne H. Fulkerson, wife of the said Melvin D. Fulkerson, having been examined by me privately and apart from her husband and having the same fully explained to her, she the said Yvonne H. Fulkerson declared that she willingly signed the same as her act and deed for the purposes and consideration therein expressed and that she did not seek to retract it.

That we, Melvin D. Fulkerson and wife, Yvonne H. Fulkerson, owners of the hereon designated land out of the Walker-Wilson Aqs., Travis County, Texas, being the same land conveyed to us by deed recorded in Volume 3263, Page 311 of the Deed Records of Travis County, Texas, do hereby subdivide 4.24 acres of the said 12.76 acres in accordance with the foregoing plat and do hereby adopt this plat as our subdivision to be known as FULKERSON SUBDIVISION, subject to any covenants or restrictions heretofore granted.

WITNESS OUR HANDS this 3rd day of November A.D. 1967.
 Melvin D. Fulkerson
 Yvonne H. Fulkerson

THE STATE OF TEXAS
 COUNTY OF TRAVIS

Before me the undersigned authority on this day personally appeared Melvin D. Fulkerson and wife Yvonne H. Fulkerson, known to me to be the persons whose names are subscribed to the foregoing instrument and they acknowledged to me that they executed the same as their act and deed for the purposes and consideration therein expressed and the said Yvonne H. Fulkerson, wife of the said Melvin D. Fulkerson, having been examined by me privately and apart from her husband and having the same fully explained to her, she the said Yvonne H. Fulkerson declared that she willingly signed the same as her act and deed for the purposes and consideration therein expressed and that she did not seek to retract it.

WITNESS MY HAND AND SEAL OF OFFICE this 3rd day of November A.D. 1967
 Claude F. Bunker
 Notary Public in/for Travis County, Texas

APPROVED FOR ACCEPTANCE on the day of A.D. 1967
 By: [Signature]
 City of Austin, Director of Planning

SEPTIC TANK RULE:
 Each house constructed in this subdivision shall be connected to a septic tank with a capacity of not less than 500 gallons and with a drain field of not less than 150 sq. ft. and shall be installed in accordance with the regulations of the city-county health officer and shall be inspected and approved by such officer. This restriction is enforceable by the City of Austin-Travis County Health Unit and/or the developer.

In approving this plat by the Commissioners Court of Travis County, Texas, it is understood that the building of all streets, roads or other public thoroughfares or any bridges or culverts necessary to be placed in such streets, roads or other public thoroughfares, shall be the responsibility of the owner and/or developer of the tract of land covered by this plat in accordance with plans and specifications prescribed by the Commissioners Court of Travis County, Texas and said court assumes no obligation to build any of the streets, roads or other public thoroughfares or any bridges or culverts in connection therewith.

THE STATE OF TEXAS
 COUNTY OF TRAVIS
 I, Miss Nellie Linberg, County Clerk, Travis County, Texas, do hereby certify that on the 27th day of January, A.D. 1968, the Commissioners Court of Travis County, Texas passed an order authorizing the filing for record of this plat and that said order has been duly entered in the minutes of said court in Book 3 Page 368.

WITNESS MY HAND AND SEAL OF OFFICE this 22nd day of January A.D. 1968
 Miss Nellie Linberg, County Clerk, Travis County, Texas
 Miss Nellie Linberg, County Clerk, Travis County, Texas
 Miss Nellie Linberg, County Clerk, Travis County, Texas

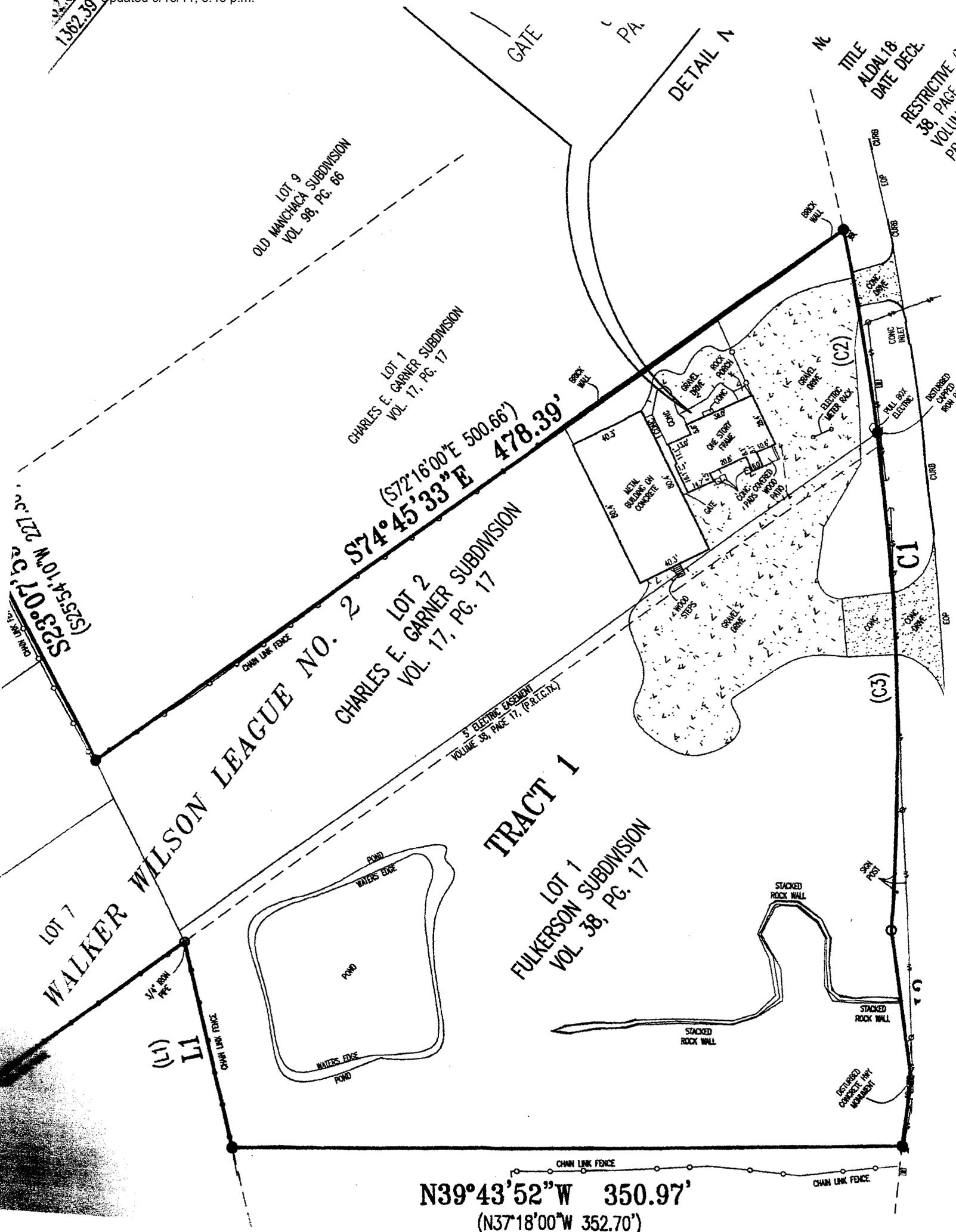
FILED FOR RECORD on the 22nd day of January A.D. 1968 at 11:30 o'clock AM
 Miss Nellie Linberg, County Clerk, Travis County, Texas
 Miss Nellie Linberg, County Clerk, Travis County, Texas
 Miss Nellie Linberg, County Clerk, Travis County, Texas

record in my office on the 22nd day of January, A.D. 1968 at 11:30 o'clock AM and duly recorded on the 22nd day of January, A.D. 1968 at 11:40 o'clock AM in the Plat Records of said county in Book 38 Page 17.
 WITNESS MY HAND AND SEAL OF OFFICE the date last written above.
 Miss Nellie Linberg, County Clerk, Travis County, Texas
 Miss Nellie Linberg, County Clerk, Travis County, Texas

Vol. 38 Page 11
 Plat Record, Travis County, Texas

CBs-67-171

1302.39'



LOT 9
OLD MANCARCHA SUBDIVISION
VOL 98, PG. 86

LOT 1
CHARLES E. GARNER SUBDIVISION
VOL. 17, PG. 17

(S72°16'00"E 500.66')
S74°45'33"E 478.39'

LOT 2
CHARLES E. GARNER SUBDIVISION
VOL. 17, PG. 17

TRACT 1
LOT 1
FULKERSON SUBDIVISION
VOL 38, PG. 17

LOT 7
WALKER WILSON LEAGUE NO. 2

N39°43'52"W 350.97'
(N37°18'00"W 352.70')

TITLE
ALDA 18
DATE DEC.

RESTRICTIVE CO
38, PAGE 1
VOLUME 38
PRIN

S23°07'32"W 227.82'
(S25°34'10"W 227.82')

(L1)
I1

C1

(C5)

DETAIL A

GATE

PA.

NC

ROCK WALL

ROCK WALL

CONC INLET

CONC INLET

PAU BOX ELECTRIC

ROCK WALL

CONC INLET

DISTURBED CONCRETE HWY MONUMENT

STACKED ROCK WALL

CHAIN LINK FENCE

CHAIN LINK FENCE

CHAIN LINK FENCE

POND

POND

POND

WATERS EDGE

WATERS EDGE

WATERS EDGE

WOOD STRESS

GRAVEL DRIVE

CONC. INLET

ONE STORY FRAME

ROCK POND

GRAVEL DRIVE

CONC. INLET

ONE STORY FRAME

ROCK POND

GRAVEL DRIVE

CONC. INLET

ONE STORY FRAME

ROCK POND

GRAVEL DRIVE

CONC. INLET

ONE STORY FRAME

ROCK POND

GRAVEL DRIVE

CONC. INLET

ONE STORY FRAME



Address **10420 Manchaca Rd**
Austin, TX 78748

Notes Request to vacate a five foot wide public utility (electric) easement located along the northerly lot line of Lot 1 of the Fulkerson Subdivision - Precinct Three, Commissioner Karen Huber.





Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By: David Greear **Phone #:** 854-7650 *DWG*

Division Director/Manager: Donald W. Ward, P.E. Division Director - TNR

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 request to approve an Advance Funding Agreement with the Texas Department of Transportation for a traffic signal and safety lighting at Dessau Road and Crystal Bend.

BACKGROUND/SUMMARY OF REQUEST:

Working with the Texas Department of Transportation through a Hazard Elimination/Safety Project program that identifies locations to qualify for safety improvements, Travis County has identified the intersection of Dessau Road at Crystal Bend to be in need of a traffic signal and safety lighting. TxDOT will design and let a construction contract to install a traffic signal at this location, with a 10% local match for funds.

STAFF RECOMMENDATIONS:

TNR recommends approval of an AFA to cover the 10% local match for this traffic signal installation.

ISSUES AND OPPORTUNITIES:

A traffic signal at this location will improve the safety of the intersection by providing protected movements into and out of Crystal Bend. Addition safety lighting will be provided to help with night time visibility.

FISCAL IMPACT AND SOURCE OF FUNDING:

The Advance Funding Agreement enables the County to pay the required 10% (\$19,868.16) of the entire cost of the traffic signal. The total estimated cost of the traffic signa is \$192,195.40. Travis County's cost will come from Road and Bridge funds budgeted for traffic signal upgrades (099-4941-621.81-62) The County will be required to pay the \$19,868.16 estimated costs before TxDOT will proceed with the work. The \$19,868.16 is encumbered on requisition # 539950. The commodity / sub-commodity code is 550/088.

ATTACHMENTS/EXHIBITS:

Advance Funding Agreement

REQUIRED AUTHORIZATIONS:

| | | | |
|------------------|---------------------|-----|----------|
| Cynthia McDonald | Financial Manager | TNR | 854-4239 |
| Steve Manilla | County Executive | TNR | 854-9429 |
| Jessica Rio | Planning and Budget | PBO | |
| | | | |
| | | | |
| | | | |

CC:

| | | | |
|----------------|--|-----|----------|
| Donna Williams | | TNR | 854-7677 |
| | | | |
| | | | |
| | | | |

: :
0101 - Administrative -

CSJ # 0914-04-264
District # 14 - Austin
Code Chart 64 # 50227
Project: Dessau at Crystal Bend
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For A
Hazard Elimination/Safety Project (Traffic Signals and Safety Lighting)
OFF-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the County of Travis, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 112237, authorizing the State to undertake and complete a highway improvement generally described as installing traffic signal and safety lighting at the intersection of Dessau Road and Crystal Bend, called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

CSJ # 0914-04-264
District # 14 - Austin
Code Chart 64 # 50227
Project: Dessau at Crystal Bend
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. Period of the Agreement

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

Installation of a traffic signal and safety lighting on Dessau Road at the intersection of Crystal Bend as shown on Attachment "B".

3. Local Project Sources and Uses of Funds

- A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local

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project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.

- F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- J. The State will not pay interest on any funds provided by the Local Government.
- K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.
- L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.
- N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State

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no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

- Q.** The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- A.** The agreement is terminated in writing with the mutual consent of the parties;
- B.** The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D.** The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The State shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A.** The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
- B.** The State is responsible for the cost of any environmental problem's mitigation and remediation.
- C.** The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.

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- D. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
- E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. The State will use its approved contract letting and award procedures to let and award the construction contract.
- C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost of more than ten percent (10%) to the Local Government over the Project Agreement (Low Bid) amount. The Local Government will respond within five (5) business days of the notification by TxDOT.
- D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding

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documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

| Local Government: | State: |
|--------------------------------|------------------------------------|
| County of Travis | Director of Contract Services |
| Attn: County Judge | Texas Department of Transportation |
| 314 W. 11 th Street | 125 E. 11 th Street |
| Austin, TX 78767 | Austin, Texas 78701 |

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

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17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

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24. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this LPAFA. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this LPAFA. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require

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any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient or sub-recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.
- B. For sub-awards greater than \$25,000, the Local Government, as a recipient of federal funding, shall:

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1. Obtain and provide to the State and the Federal government, a Central Contracting (CCR) number with the Federal government (Federal Acquisition Regulation, Part 4, Sub-part 4.1100). The CCR number may be obtained by visiting the CCR website whose address is: <https://www.bpn.gov/ccr/default.aspx>;
2. Obtain and provide to the State and the Federal government, a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top executives to the State and Federal government if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000 annually; and
 - ii. Compensation information is not already available through reporting to the U.S. Securities and Exchange Commission (SEC).

29. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures of \$500,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.
- C. If expenditures are less than \$500,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Travis County Judge

Date

THE STATE OF TEXAS

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE

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ATTACHMENT B
LOCATION MAP SHOWING PROJECT



SIGNAL AT INTERSECTION
OF DESSAU RD AND CRYSTAL BEND

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**ATTACHMENT C
 PROJECT BUDGET**

| Description | Total Estimated Cost | Federal Participation | | State Participation | | Local Participation | | |
|---|--|-----------------------|----------------------|---------------------|---------------------|---------------------|---------------------|-----------|
| | | % | Cost | % | Cost | % | Cost | |
| Preliminary Engineering (by State) | \$ 35,082.00 | 90% | \$ 31,574.00 | 0% | \$0 | 10% | \$ 3,508.00 | |
| Construction (Bid Items) (by State) | \$ 130,000.00 | 90% | \$117,000.00 | 0% | \$0 | 10% | \$ 13,000.00 | |
| Construction Engineering (State) | \$ 11,118.00 | 90% | \$ 10,006.00 | 0% | \$0 | 10% | \$ 1,112.00 | |
| Subtotal | \$ 176,200.00 | | \$ 158,580.00 | | \$0 | | \$ 17,620.00 | |
| Preliminary Engineering Direct State Cost Total \$3,848.00 (10.97%) | Environmental Direct State Costs (20%) | \$ 769.60 | 90% | \$ 692.64 | 0% | \$ 0.00 | 10% | \$ 76.96 |
| | Right of Way Direct State Costs (20%) | \$ 769.60 | 90% | \$ 692.64 | 0% | \$ 0.00 | 10% | \$ 76.96 |
| | Engineering Direct State Costs (40%) | \$ 1,539.20 | 90% | \$ 1,385.28 | 0% | \$ 0.00 | 10% | \$ 153.92 |
| | Utility Direct State Costs (20%) | \$ 769.60 | 90% | \$ 692.64 | 0% | \$ 0.00 | 10% | \$ 76.96 |
| Construction Direct State Costs (0.94%) | \$ 1,223.00 | 90% | \$ 1,100.70 | 0% | \$ 0.00 | 0% | \$ 122.30 | |
| Indirect State Costs (6.2%) | \$ 10,924.40 | 0% | \$0 | 100% | \$ 10,924.40 | 0% | \$0 | |
| Subtotal | \$ 15,995.40 | | \$ 4,563.90 | | \$ 10,924.40 | | \$ 507.10 | |
| TOTAL | \$192,195.40 | | \$ 163,143.90 | | \$ 10,924.40 | | \$ 18,127.10 | |

Amount owed to the State by the Local Government 60 days prior to contract letting = \$18,127.10.
 Estimated total payment by the Local Government to the State = \$ 19,868.16. This is an estimate.
 The final amount of Local Government participation will be based on actual costs.



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By: Laura Seaton **Phone #:** 854-4237

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

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action regarding informational materials outlining details of the proposed 2011 Bond Referendum, Propositions One and Two, to present to voters.

BACKGROUND/SUMMARY OF REQUEST:

There are two different printed pieces of information.

Exhibit A is a one page, two-sided, black and white, 8 X 11" "flyer" to be printed on cardstock. The front page is basic bond information (Why Do We Have Bond Elections? What is a Bond?) and a chart produced by the Planning and Budgeting Office (PBO) detailing the impact the approved bond propositions would have on a typical Travis County homestead, including the estimated annual property tax increase, throughout the seven-year life of the bond program. The back page is a complete list of selected projects by Proposition, brief scope descriptions, and specific proposed cost amounts.

Exhibit B is a larger, full-color double-sided 11x17" sheet that folds into a four page "brochure" to be printed on paper. The front page of the brochure is very similar to the flyer with basic bond information and a chart produced by PBO detailing the impact the approved bond propositions would have on a typical Travis County homestead. The back page of the brochure has more detailed written descriptions of Propositions One and Two and includes a list of projects with specific proposed cost amounts. The inside pages feature a Travis County map showing the location and scope of each proposed project within the County along with more detailed descriptions of the individual projects.

STAFF RECOMMENDATIONS:

It is recommended that the 2011 Bond Informational Material be approved for distribution to educate the public about the proposed 2011 Bond Propositions One and Two. The materials have been reviewed by PBO, the Bond Council, and the County Attorney.

ISSUES AND OPPORTUNITIES:

The 2011 Bond Informational Material will be distributed to educate the public about the proposed 2011 Bond Propositions One and Two; they will be available on the Travis County website and at all County offices, and will be distributed throughout the community by the Court appointed Citizen's Bond Advisory Committee members who will assist with community education and outreach. The materials have been reviewed by PBO, the Bond Council, and the County Attorney.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact.

ATTACHMENTS/EXHIBITS:

Exhibit A – Flyer

Exhibit B – Brochure

REQUIRED AUTHORIZATIONS:

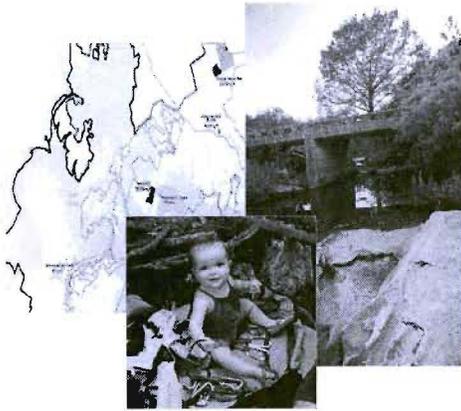
| | | | |
|------------------|-------------------|-----|----------|
| Cynthia McDonald | Financial Manager | TNR | 854-4239 |
| Steve Manilla | County Executive | TNR | 854-9429 |
| | | | |
| | | | |
| | | | |

CC:

| | | | |
|-----------------|------------------|--|--|
| Glenn Opel | John Hille | | |
| Leroy Nellis | Carol Joseph | | |
| Jessica Rio | Charlie Watts | | |
| David Escamilla | Wendy Scaperotta | | |

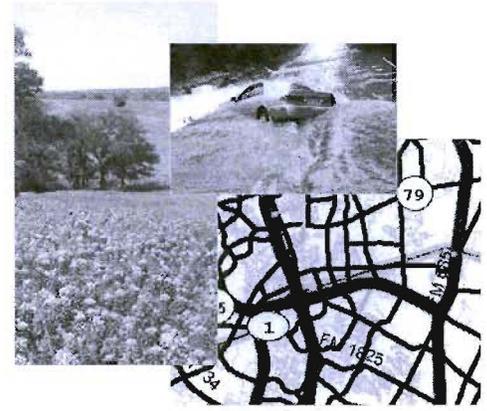
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0101 - Administrative -



Travis County 2011 Bond Election

Election Day - Tuesday
November 8, 2011



Travis County will hold a bond election on Tuesday, November 8, 2011, in conjunction with the scheduled Texas constitutional amendment election. Early voting will begin on Monday, October 24th, and end on Friday, November 4, 2011. For additional information about Early Voting or Election Day polling locations and hours, contact the Travis County Clerk's Election Division at 854-4996 or visit Travis County's website at www.co.travis.tx.us and look for the Elections link.

? Why do we have Bond Elections?

Bond elections allow voters to approve or reject long-term financing for major capital improvement projects in Travis County. 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 current and future citizens of Travis County to share the cost of improvements that benefit residents County-wide.

? What are Bonds?

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

General Obligation Bond Authority: \$214,945,000

| Proposition | Amount |
|--|---------------|
| 1. Roadway, Drainage, Bridge and Bike/Pedestrian Projects..... | \$132,840,000 |
| 2. Parks and Land Conservation Projects..... | \$82,105,000 |

| Impact for a Typical Homeowner | FY 12 | FY13 | FY14 | FY15 | FY16 | FY17 | FY18 | FY19 |
|--|--------------|--------------|--------------|--------------|--------------|-------------|-------------|-------------|
| Projected Value of Average Homestead * | \$272,931 | \$279,754 | \$293,742 | \$308,429 | \$323,851 | \$340,043 | \$357,045 | \$374,897 |
| Projected Average Taxable Value | \$218,345 | \$223,803 | \$234,994 | \$246,743 | \$259,080 | \$272,034 | \$285,636 | \$299,918 |
| Estimated Issuance of Debt ** | \$52,645,000 | \$41,940,000 | \$39,295,000 | \$33,170,000 | \$36,400,000 | \$6,600,000 | \$4,895,000 | \$ 0.00 |
| Net Impact to Homestead Owner *** | \$ 0.00 | \$ 10.47 | \$ 8.34 | \$ 7.82 | \$ 6.60 | \$ 7.24 | \$ 1.31 | \$ 0.97 |
| Cumulative Net Impact | \$ 0.00 | \$ 10.47 | \$18.81 | \$26.63 | \$33.23 | \$40.47 | \$41.78 | \$42.75 |

* Increased 2.5% in FY 13 and 5% annually beyond FY13; homestead exemption of 20% incorporated into impact projections.

** This line totals \$214,945,000. This estimated cash flow schedule could change.

*** Net impact for the above estimated bond issuances. These estimates isolate the impact of this bond election, but do not show the effect of annual debt payoff or other future borrowing.

Travis County Commissioners Court:
County Judge: Samuel T. Biscoe 854-9555
County Commissioners:
 Precinct 1 Ron Davis 854-9111
 Precinct 2 Sarah Eckhardt 854-9222
 Precinct 3 Karen Huber 854-9333
 Precinct 4 Margaret J. Gomez 854-9444

This handout is designed to provide general descriptions of the two bond propositions recommended by the Travis County Citizens Bond Advisory Committee and placed on the ballot by the Travis County Commissioners Court. For more detailed information about the bond propositions and process go to: www.co.travis.tx.us/2011BondProposition

2011 Travis County Bond Election

Propositions 1 & 2 Project List

| PROPOSITION 1 - ROADWAY, DRAINAGE, BRIDGE AND BIKE/PEDESTRIAN PROJECTS | | | |
|---|--|--|--|
| Pct | Project Name | Description | Total Including Inflation and Issuance Costs |
| 1 | Austin Colony Secondary Access to FM 969 | New 2-lane collector roadway, bike lanes/sidewalks (Westall Street, Sandifer Street to FM 969 @ Gilbert Lane) | \$4,144,030 |
| 1 | Wildhorse Connector - Parmer Ext. to FM 973 | New 4-lane divided arterial, bike lanes/sidewalks (future Parmer Lane to FM 973) | \$8,774,678 |
| 1 | FM 973 to Blake-Manor Road Connector | New 4-lane divided arterial, bike lanes/sidewalks (FM 973 to Blake-Manor Road) | \$8,744,681 |
| 1 | Old Highway 20 Bridge #155 - Rehabilitation/Replacement | Rehabilitate/Replace aging, unsafe bridges | \$1,555,400 |
| 1 | Hunters Bend Road Sidewalks - Austin's Colony Blvd to Red Tails Drive | Hunters Bend Road Sidewalks - Austin's Colony Boulevard to Red Tails Drive | \$325,523 |
| 1 | Blake-Manor Road | Widen 2-lane to 4-lane divided arterial, bike lanes/sidewalks (future Wildhorse Connector to East Metro Park entrance) | \$13,823,062 |
| 1 | Tuscany South | New 4-lane divided arterial, bike lanes/sidewalks (US 290 to Springdale Road) | \$3,610,750 |
| 1 | Arterial A US 290 E to Cameron Road | Preliminary engineering/design/right-of-way acquisition for future 4-lane arterial (US 290 E to Cameron Road) | \$1,725,383 |
| 1 | Taylor Lane - Braker Lane Ext. to Blake-Manor Road | Widen 2-lane to 4-lane divided arterial, bike lanes/sidewalks (Braker Lane extension to Blake-Manor Road) | \$8,512,482 |
| 2 | Weiss Lane Bridge #229 | Rehabilitate/Replace aging, unsafe bridges | \$811,030 |
| 2 | McNeil Road Drainage Improvements - Ashton Woods Drive and McNeil Road | Remove Ashton Woods Drive, McNeil Road from floodplain | \$3,077,470 |
| 2 | Rowe Lane | Safety improvements (SH 130 to Martin Lane) | \$1,625,393 |
| 2 | Wells Branch Parkway | Widen 2-lane to 4-lane divided arterial, bike lanes/sidewalks (Immanuel Road to Cameron Road) | \$7,786,999 |
| 2 | Weiss Lane | Widen 2-lane, shoulders/turn lanes (Pecan Street to Cele Road) | \$7,478,141 |
| 3 | Lost Creek MUD Sidewalks | Lost Creek Boulevard and other roadways | \$555,500 |
| 3 | Old San Antonio Road Bridge #302 at Onion Creek | Rehabilitate/Replace aging, unsafe bridges | \$2,433,090 |
| 3 | Big Sandy Drive at Long Hollow Creek - all weather crossing | Improve existing low-water crossing to all-weather crossing | \$882,134 |
| 3 | US 290 - Circle Drive Intersection | Realign Circle Drive/Spring Valley Road @ US 290 | \$899,910 |
| 3 | Flint Rock Road - RM 620 to Serene Hills Drive | Widen/safety improvements (RM 620 to Serene Hills Drive) | \$4,127,365 |
| 3 | Bee Creek Road at Bee Creek (low water crossing) | Improve existing low-water crossing to all-weather crossing | \$1,374,307 |
| 3 | Bee Creek Road | Widen 2-lane to 4-lane divided arterial, bike lanes/sidewalks (SH 71 to Highlands Boulevard) | \$9,520,159 |
| 3 | <i>El Rey Boulevard Sidewalk Construction - US 290 W to Espanola Trail</i> | <i>3700 feet from US 290 W to Espanola Trail</i> | <i>\$666,600</i> |
| 4 | Slaughter Lane East | New 2-lane arterial (Goodnight Ranch to McKinney Falls Parkway) | \$7,221,500 |
| 4 | William Cannon Drive | New 4-lane divided arterial, bike lanes/sidewalks (McKinney Falls Parkway to US 183) | \$9,553,489 |
| 1,2 | <i>Cameron Road (Howard Lane to SH 130)</i> | <i>Widen 2-lane to 4-lane divided arterial, bike lanes/sidewalks (Howard Lane to SH 130)</i> | <i>\$15,287,360</i> |
| 1.4 | Road Reconstruction | Reconstruct pavement on existing County roads | \$3,333,000 |
| All | Substandard Roads | Bring substandard roads up to County standards | \$1,654,279 |
| All | Bike Safety Projects | Mobility/safety improvements to be determined by County in partnership with local bicycle advocacy groups | \$3,333,000 |

PROPOSITION 1 TOTAL (with inflation and issuance costs):

\$132,840,000*

PROPOSITION 2 - PARKS AND LAND CONSERVATION PROJECTS

| Pct | Project Name | Description | Total Including Inflation and Issuance Costs |
|------|--|---|--|
| 2 | Northeast Metro Park | Build multi-use play field and other park facilities to support recreational use | \$6,888,200 |
| 3 | Pedernales River Open Space Parkland | Acquire parkland on Pedernales River for recreational use and to protect natural and cultural resources | \$22,220,000 |
| 3 | Arkansas Bend/Dink Pearson Park | Build day-use, camping, and boat launch and other park facilities; restore disturbed areas to natural conditions | \$9,443,500 |
| 4 | Onion Creek Open Space Parkland | Build park facilities for recreational use and restore disturbed lands to natural conditions | \$13,332,000 |
| 4 | Timber Creek Subdivision Project | Acquire flood-prone properties in Timber Creek subdivision and incorporate land into Onion Creek Greenway | \$2,777,500 |
| 1, 4 | Eastern Travis County Parks (Southeast Metro Park, East Metro Park, Richard Moya Parks and Webberville Park) | Build park facilities to support recreational uses | \$2,444,200 |
| 1, 4 | Eastern Creek Open Space Parkland (Onion Creek and Gilleland Creek) | Acquire parkland and develop greenways along Onion Creek, Gilleland Creek, and other waterways in the SH 130 corridor | \$16,665,000 |
| All | Acquisition of Conservation Easements | Conserve open space with willing landowners and other partners through perpetual land conservation easements | \$8,332,500 |

PROPOSITION 2 TOTAL (with inflation and issuance costs):

\$82,105,000*

2011 TRAVIS COUNTY BOND PROPOSITIONS 1 & 2 TOTAL:

\$214,945,000

* Proposed projects will not total to Proposition totals due to the need to round up to the nearest \$5000.

NOTE: The information in these pages is public information and may be copied and distributed



Travis County 2011 Bond Election

**Election Day - Tuesday
November 8, 2011**



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General Obligation Bond Authority: \$214,945,000

| Proposition | Amount | | | | | | | |
|--|---------------|--|--|--|--|--|--|--|
| 1. Roadway, Drainage, Bridge and Bike/Pedestrian Projects..... | \$132,840,000 | | | | | | | |
| 2. Parks and Land Conservation Projects..... | \$82,105,000 | | | | | | | |

| Impact for a Typical Homeowner | FY 12 | FY13 | FY14 | FY15 | FY16 | FY17 | FY18 | FY19 |
|--|--------------|--------------|--------------|--------------|--------------|-------------|-------------|-------------|
| Projected Value of Average Homestead * | \$272,931 | \$279,754 | \$293,742 | \$308,429 | \$323,851 | \$340,043 | \$357,045 | \$374,897 |
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This information is designed to provide general descriptions of the two bond propositions recommended by the Travis County Citizens Bond Advisory Committee and placed on the ballot by the Travis County Commissioners Court. For More information go to: www.co.travis.tx.us/2011Bond Proposition.

Bond Proposition 1 Total: \$132,840,000

Roadway Capacity/Safety Projects

- Wildhorse Connector - Parmer Ext. to FM 973 *****
New 4-lane divided arterial, bike lanes/sidewalks (future Parmer Lane to FM 973)
- Tuscany South *****
New 4-lane divided arterial, bike lanes/sidewalks (US 290 to Springdale Road)
- FM 973 to Blake-Manor Road Connector *****
New 4-lane divided arterial, bike lanes/sidewalks (FM 973 to Blake-Manor Road)
- Blake-Manor Road *****
Widen 2-lane to 4-lane divided arterial, bike lanes/sidewalks (future Wildhorse Connector to East Metro Park entrance)
- Arterial A US 290 E to Cameron Road**
Preliminary engineering/design/right-of-way acquisition for future 4-lane arterial (US 290 E to Cameron Road)
- Austin Colony Secondary Access to FM 969 *****
New 2-lane collector roadway, bike lanes/sidewalks (Westall Street, Sandifer Street to FM 969 @ Gilbert Lane)
- Wells Branch Parkway *****
Widen 2-lane to 4-lane divided arterial, bike lanes/sidewalks (Immanuel Road to Cameron Road)
- Weiss Lane *****
Widen 2-lane, shoulders/turn lanes (Pecan Street to Cele Road)
- Rowe Lane *****
Safety improvements (SH 130 to Martin Lane)
- Bee Creek Road *****
Widen 2-lane to 4-lane divided arterial, bike lanes/sidewalks (SH 71 to Highlands Boulevard)
- Taylor Lane - Braker Lane Ext. to Blake-Manor Road *****
Widen 2-lane to 4-lane divided arterial, bike lanes/sidewalks (Braker Lane extension to Blake-Manor Road)
- Flint Rock Road - RM 620 to Serene Hills Drive *****
Widen/safety improvements (RM 620 to Serene Hills Drive)
- US 290 - Circle Drive Intersection *****
Realign Circle Drive/Spring Valley Road @ US 290
- Slaughter Lane East *****
New 2-lane arterial (Goodnight Ranch to McKinney Falls Pkwy)
- William Cannon Drive *****
New 4-lane divided arterial, bike lanes/sidewalks (McKinney Falls Parkway to US 183)
- Cameron Road (Howard Lane to SH 130) *****
Widen 2-lane to 4-lane divided arterial, bike lanes/sidewalks
- Road Reconstruction**
Reconstruct pavement on existing County roads
- Substandard Roads *****
Bring substandard roads up to County standards

Bridge Safety Projects

- Old Highway 20 Bridge #155 - Rehabilitation/Replacement**
- Weiss Lane Bridge #229**
- Old San Antonio Road Bridge #302 at Onion Creek *****
Rehabilitate/Replace aging, unsafe bridges

Pedestrian Projects

- Lost Creek MUD Sidewalks *****
Lost Creek Blvd and other roadways
- El Rey Blvd Sidewalk Construction US 290 W to Espanola Trail**
- Hunters Bend Road Sidewalks - Austin Colony Boulevard to Red Tails Drive**

Drainage Projects

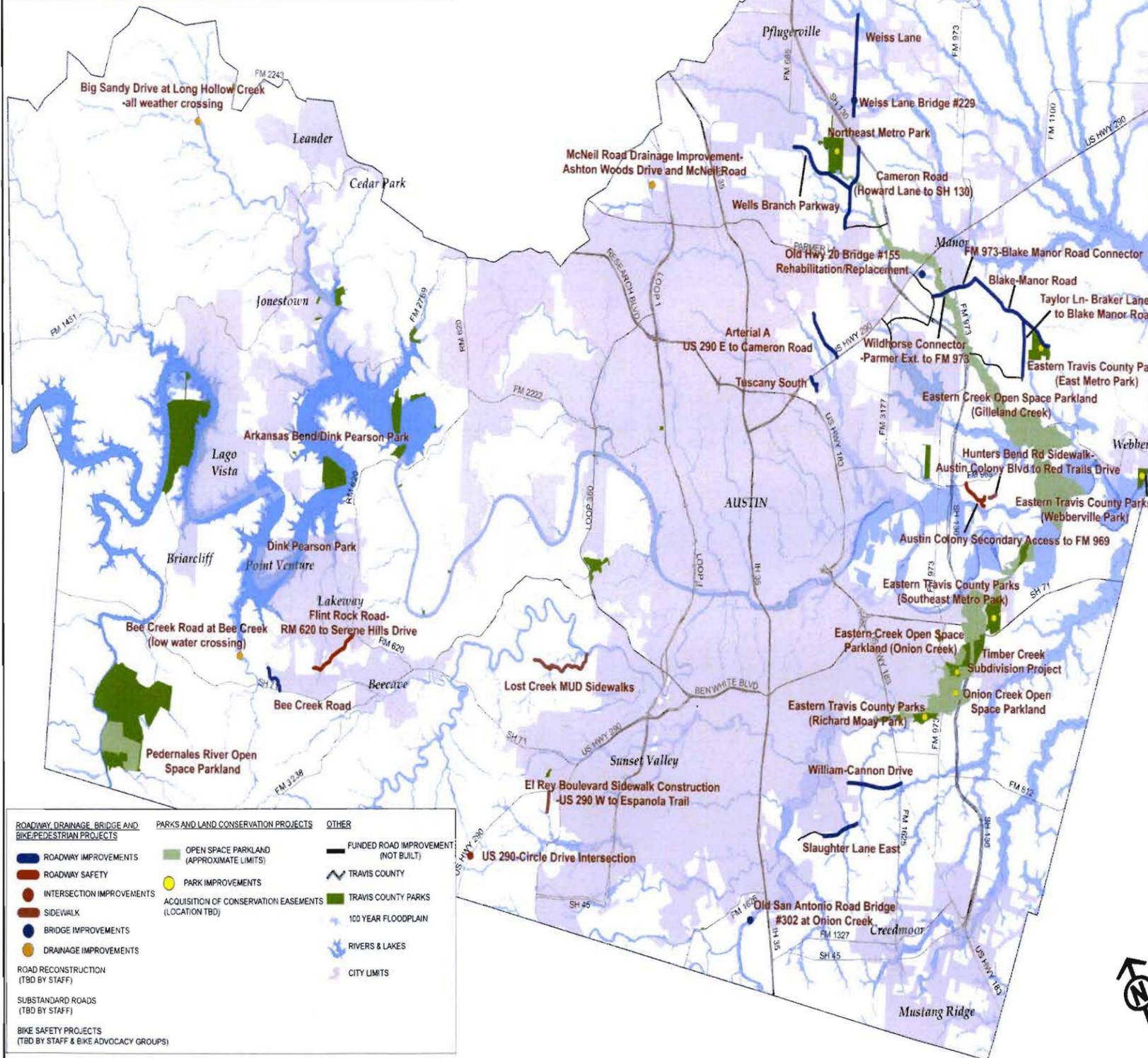
- McNeil Road Drainage Improvements - Ashton Woods Drive and McNeil Road**
Remove Ashton Woods Drive, McNeil Road from floodplain
- Big Sandy Drive at Long Hollow Creek - all weather crossing**
Improve existing low-water crossing to all-weather crossing
- Bee Creek Road at Bee Creek (low water crossing)**
Improve existing low-water crossing to all-weather crossing

Bicycle Safety Projects

Mobility/safety improvements to be determined by County in partnership with local bicycle advocacy groups

*** Projects with Cost-Sharing Partnership with Travis County

Travis County 2011 Bond Projects Location Map (August 16, 2011)



Bond Proposition 2 Total: \$82,105,000

Parks and Land Conservation Projects

- Northeast Metro Park**
Build a multi-use play field, infrastructure for a BMX race track, new entrance road and bridge, other amenities and associated infrastructure
- Arkansas Bend/Dink Pearson Park *****
Improve beach, picnic areas, playgrounds, and boat ramp, other amenities, and associated infrastructure for day-use area and build a new campground at Arkansas Bend Park; construct boat ramp and other amenities and associated infrastructure at Dink Pearson Park; and restore disturbed land to natural conditions at both parks
- Onion Creek Open Space Parkland *****
Build hike and bike trails, playgrounds, picnic areas, group facilities, other amenities, and associated infrastructure; restore bottomland woods, grasslands, and wetlands to mitigate flood damage, protect water resources, and improve wildlife habitat and scenic views
- Eastern Travis County Parks (Southeast Metro Park, East Metro Park, Webberville Park and Richard Moya Park)**
Construct park improvements including picnic facilities, shade structures, concession stand, maintenance barn, other amenities and associated infrastructure
- Timber Creek Subdivision Project *****
Acquire flood prone properties in the Timber Creek subdivision; incorporate new properties into the Onion Creek Greenway
- Eastern Creek Open Space Parkland (Onion Creek and Gilleland Creek)** - Acquire parkland and develop greenways along Onion Creek, Gilleland Creek, and other waterways in the SH 130 corridor for recreational use and to protect floodplains, wildlife habitat and scenic views
- Pedernales River Open Space Parkland** - Acquire parkland on the Pedernales River (connecting Milton Reimers Ranch Park and Hamilton Pool Preserve) for recreational use and to protect wildlife habitat, water resources, rural character and scenic views
- Acquisition of Conservation Easements *****
Conserve open space with willing landowners and other partners through perpetual land conservation agreements to protect working farms and ranches, water resources, wildlife habitat, rural character and scenic views

*** Projects with Cost-Sharing Partnership with Travis County

2011 Travis County Bond Total: \$214,945,000

More detailed information on the 2011 Bond process and proposed projects is on our website: <http://www.co.travis.tx.us/2011BondProposition> or call the Travis County 2011 Bond Hotline at 854-4899

County Judge: Samuel T. Biscoe 854-9555
County Commissioners:
 Precinct 1 Ron Davis 854-9111
 Precinct 2 Sarah Eckhardt 854-9222
 Precinct 3 Karen Huber 854-9333
 Precinct 4 Margaret J. Gomez 854-9444

Map Prepared by: Travis County
 Department of Transportation and Natural Resources
 Date: August 16, 2011

This document and map are created for general information and reference purposes only.

**Proposed Projects in Propositions 1 and 2
 2011 Travis County Bond Election**

Proposition Descriptions

? How Were These Projects Selected?

Members of Travis County's Commissioners Court appointed a 15-member Citizens Bond Advisory Committee (CBAC) in February 2011. They charged the CBAC with determining whether an election was needed, and if so, with recommending a capital improvement budget and potential projects. The CBAC worked with County staff to develop a preliminary list of projects that were presented at six public meetings held throughout the County during June 2011. After receiving public comment, the CBAC presented their recommendations to the Commissioners Court in July 2011. In August 2011, the Commissioners Court approved holding a November 2011 bond election and a list of projects that are included in the following Propositions.

Proposition 1:

Roadway, Drainage, Bridge, Bike/Pedestrian Projects

The Road, Drainage, Bridge and Bike/Pedestrian Proposition allows voters to approve or reject funding for capital improvements which may include the addition of new lanes to existing roadways, construction of new roadways, or the widening of narrow roadways. Funding has been identified to provide for the rehabilitation or replacement of substandard bridges and to make improvements to road related drainage. Pavement reconstruction and the upgrading of substandard roadways are also provided for in this Proposition. Finally, funding is included to provide for new sidewalks and bicycle safety projects that will be identified in partnership with local bicycle advocacy groups; moreover, many of the added lane capacity projects will include the construction of bike lanes and sidewalks.

Many of the 28 projects in Proposition 1 have been identified as having public/private or public/public funding partnerships that provide for leveraging opportunities. These partnerships are contractual agreements formed between the County and the private sector or another public agency that allow for greater participation in the delivery and financing of transportation projects.

Roadway Capacity/Safety Projects

| | |
|--|--------------|
| Wildhorse Connector - Parmer Ext. to FM 973 *** | \$8,774,678 |
| Tuscany South *** | \$3,610,750 |
| FM 973 - Blake Manor Road Connector *** | \$8,774,681 |
| Blake Manor Road *** | \$13,823,062 |
| Arterial A US 290 E to Cameron Road | \$1,725,383 |
| Austin's Colony Secondary Access to FM 969 *** | \$4,144,030 |
| Wells Branch Parkway *** | \$7,786,999 |
| Weiss Lane *** | \$7,478,141 |
| Rowe Lane *** | \$1,625,393 |
| Bee Creek Road *** | \$9,520,159 |
| Taylor Lane - Braker Lane Ext. to Blake Manor Road *** | \$8,512,482 |
| Flint Rock Road - RM 620 to Serene Hills Drive *** | \$4,127,365 |
| US 290-Circle Drive Intersection *** | \$899,910 |
| Slaughter Lane East *** | \$7,221,500 |
| William Cannon Drive *** | \$9,553,489 |
| Cameron Road (Howard Lane to SH 130) *** | \$15,287,360 |
| Road Reconstruction | \$3,333,000 |
| Substandard Roads *** | \$1,654,279 |

Bridge Safety Projects

| | |
|---|-------------|
| Old Highway 20 Bridge #155-Rehabilitation/Replacement | \$1,555,400 |
| Weiss Lane Bridge #229 | \$811,030 |
| Old San Antonio Road Bridge #302 at Onion Creek *** | \$2,433,090 |

Pedestrian Projects

| | |
|--|-----------|
| Hunter's Bend Road Sidewalks | \$325,523 |
| Austin's Colony Blvd to Red Tails Dr. | |
| Lost Creek Sidewalks *** | \$555,500 |
| El Rey Boulevard Sidewalk Construction | \$666,600 |
| US 290 W to Espanola Trail | |

Drainage Projects

| | |
|---|-------------|
| McNeil Road Drainage Improvements | \$3,077,470 |
| Ashton Woods Drive and McNeil Road | |
| Big Sandy Drive at Long Hollow Creek All weather crossing | \$882,134 |
| Bee Creek Road at Bee Creek (low water crossing) | \$1,374,307 |

continued

Bicycle Safety Projects

\$3,333,000

*** Projects with Cost-Sharing Partnership with Travis County

Total Cost of Proposition 1: \$132,840,000*

Proposition 2:

Parks and Land Conservation Projects

The Parks and Land Conservation proposition allows voters to approve or reject funds for improving the park system and conserving land. The \$73,770,400 earmarked for park projects will be used to acquire parkland, build new recreational facilities, and protect natural and cultural resources in the county park system. The \$8,332,500 earmarked for land conservation will be used to purchase conservation easements, for perpetuity, from willing landowners, to protect natural and cultural resources throughout the County.

Proposition 2 park funds will also be invested in projects throughout the county. In eastern Travis County, recreational facilities will be built at five existing parks (see project list); parkland will be purchased and developed along Onion Creek, Gilleland Creek, and other waterways in the SH 130 corridor; and flood-prone properties in the Timber Creek Subdivision will be purchased and incorporated into the Onion Creek Greenway. In western Travis County, day use, camping, and boat launch facilities will be improved at Arkansas Bend and Dink Pearson parks on Lake Travis; and parkland will be acquired on the Pedernales River for river-centered recreation and preservation of natural areas. Restoration of woodlands, grasslands, and riparian areas is central to both the eastern creek greenway and Lake Travis park projects.

Parks and Land Conservation Projects

| | |
|---|--------------|
| Northeast Metro Park | \$6,888,200 |
| Arkansas Bend/Dink Pearson Park *** | \$9,443,500 |
| Onion Creek Open Space Parkland *** | \$13,332,000 |
| Eastern Travis County Parks (Southeast Metro Park, East Metro Park, Webberville Park and Richard Moya Park) | \$2,444,200 |
| Timber Creek Subdivision Project *** | \$2,777,500 |
| Eastern Creek Open Space Parkland (Onion Creek and Gilleland Creek) | \$16,665,000 |
| Pedernales River Open Space Parkland | \$22,220,000 |
| Acquisition of Conservation Easements *** | \$8,332,500 |

*** Projects with Cost-Sharing Partnership with Travis County

Total Cost of Proposition 2: \$82,105,000*

*** Proposed projects will not total to the Proposition totals due to the need to round up the nearest \$5000.**

? More detailed information on the 2011 Bond process and proposed projects is on our website: <http://www.co.travis.tx.us/2011BondProposition> or call the Travis County Bond Hotline at 854-4899

Please Note: All projects scopes and amounts described are proposed and subject to change

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Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By: Shelley Miller **Phone #:** 854-7213

Division Director/Manager: Jon White, Division Director of TNR NREQ/ Rose Farmer, Program Manager of Natural Resources

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action to approve the BCCP Public Participation Fee structure for FY 2012.

BACKGROUND/SUMMARY OF REQUEST:

Under the Balcones Canyonlands Conservation Plan (BCCP) Public Participation Process, mitigation fees are collected from participants in exchange for endangered species mitigation within the BCCP Permit area. This process was set up as a stream-lined approach for private land owners within the BCCP Permit area to comply with the Endangered Species Act. Once these fees have been paid, a Participation Certificate (PC) is issued to each participant as proof of mitigation. Participants post the PC at the job site during clearing, development, and construction activities. Once these fees are collected, they are used in conjunction with funds from Tax Benefit Financing to acquire and maintain Balcones Canyonlands Preserve (BCP) lands. The fee structure for the BCCP Public Participation Process was set in 1996, but has been reviewed and changed annually as needed. For a complete history of these changes, please refer to agenda attachments.

Each year these fees are reviewed and voted on by the BCCP Coordinating Committee, which is comprised of two voting members and one non-voting member from the US Fish and Wildlife Service (USFWS). Currently, the voting members include City of Austin Mayor Lee Leffingwell and County Commissioner Karen Huber (Precinct Three). After the Coordinating Committee votes to change/renew the fee structure, both Travis County Commissioners Court and Austin City Council review any fee changes and vote to approve the fees. In order for the new fee structure to take effect, both Travis County Commissioners Court and Austin City Council must approve the fee structure before October 1, 2011. If approval is not given before this deadline, then the fee structure will revert to the fees defined in 1996.

On August 11, 2011, both Travis County Natural Resources staff and City of Austin Wildland Conservation Division staff presented data regarding the sale of BCCP

Participation Certificate sales to the BCCP Citizen's Advisory Committee (CAC) for discussion. Three indicators were used to describe the process which include the following: # of BCCP Applications, # of PCs Issued, and Amount of PC Revenue. The data revealed decreasing trends in all three indicators. In the past, these indicators have followed the economic climate of Travis County. After much discussion, the CAC recommended to maintain the existing fee structure with the exception of the alternative determination rate. The CAC recommended raising the alternative determination rate from \$6,500/ac. to \$10,000/ac. in an effort to encourage traditional participation through the BCCP and to address issues regarding the use of this fee in appraisals and USFWS mitigation decisions. The CAC raised the fee to \$10,000/ac. to more accurately reflect the actual cost of land within the BCCP Permit area.

On August 22, 2011, the BCCP Coordinating Committee voted 2:0 to accept the following fee structure recommended by the CAC:

Standard Participation Fees:

- Golden-Cheeked Warbler Zone 1 Habitat: \$5,500/acre
- Golden-Cheeked Warbler Zone 2 Habitat: \$2,750/acre
- Black-capped Vireo Habitat: \$5,500/acre
- Karst Zones 1&2 Habitat: \$1,000/acre

Special Categories:

- Single Family Lot Provision: \$2,000/lot
- Agricultural Construction: \$1,500/acre

Alternative Determination: \$10,000/acre

STAFF RECOMMENDATIONS:

Staff recommends approving the proposed BCCP Public Participation fee structure for FY 2012 in accordance with approval from the BCCP Coordinating Committee and support from the BCCP Citizen's Advisory Committee.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

Because staff is proposing to keep the majority of fees the same except for the alternative determination option, the anticipated fiscal changes regarding the standard processing of BCCP Public Participation Applications will have little impact. However, raising the alternative determination rate from \$6,500/ac. to \$10,000/ac. may encourage private land owners and agencies within the Travis County to avoid the alternative determination option and apply for the standard BCCP application processing. Only a few alternative determination options have been completed via the BCCP in the last 15 years. Most land owners/agencies choose to either go

through standard processing via the BCCP or obtain individual 10 (a) permits through USFWS.

ATTACHMENTS/EXHIBITS:

- 1.) BCCP Public Participation Program Overview
- 2.) Memorandum to BCCP Coordinating Committee, August 16, 2011

REQUIRED AUTHORIZATIONS:

| | | | |
|------------------|---------------------------|-----|----------|
| Cynthia McDonald | Financial Manager | TNR | 854-4239 |
| Steve Manilla | County Executive | TNR | 854-9429 |
| Jon White | Division Director NREQ | TNR | 854-7212 |
| Rose Farmer | NR Program Manager | TNR | 854-7214 |
| | | | |
| | | | |

CC:

| | | | |
|----------------------------|-----------------------------|--|--|
| William Conrad | BCCP Secretary | COA --Wildland Conservation Division | 512-972-1660 William.Conrad@austintexas.gov |
| Rose Farmer | NR Program Manager | TNR | 512-854-7214 |
| Jon White | NREQ Division Director | TNR | 512-854-7212 |
| Shelley Miller | Environmental Specialist | TNR | 512-854-7213 |
| <i>aw</i> Cynthia McDonald | Financial Manager | TNR | 854-4239 |
| Steve Manilla | County Executive | TNR | 854-9429 |

: :
0801 - NREQ -



The Balcones Canyonlands Conservation Plan Public Participation Program Overview

The City of Austin operates the Balcones Canyonlands Conservation Plan (BCCP) Capital Improvement/Infrastructure Development Mitigation Process, and Travis County administers the BCCP Public Participation Process that addresses the mitigation needs of landowners for residential, commercial and agricultural uses under the terms of the Permit. The BCCP provides a voluntary, streamlined alternative for agencies and landowners seeking to comply with the Endangered Species Act. Those participating through the BCCP may proceed with development under the terms of Participation Agreements. Those choosing not to participate may comply with the Endangered Species Act by obtaining an individual 10(a) permit from the U. S. Fish and Wildlife Service.

Travis County's Natural Resources Program administers the BCCP Public Participation Process on behalf of the BCCP Coordinating Committee and issues Participation Certificates for cooperating landowners within the Permit area. Descriptions of participation categories are defined in the Interlocal Cooperation Agreement between Travis County and the City of Austin Implementing the BCCP Shared Vision (City of Austin and Travis County, 1995). As required by the terms of the regional Permit, copies of each Participation Certificate Mitigation Fee Determination and map are provided to the BCCP Coordinating Committee Secretary and USFWS Austin Ecological Services office.

Background:

The sale of Participation Certificates was anticipated to fund completion and maintenance of the Balcones Canyonlands Preserve. The Shared Vision financing plan (dated July 18, 1995) was based on a balance of participation certificate funds and Travis County Tax Benefit Financing Plan revenues. The Shared Vision document established an initial fee of \$5,500/acre for occupied golden-cheeked warbler or black-capped vireo habitat ("zone 1"), and \$2,750/acre for habitat that had not been verified as occupied ("zone 2").

Early participation certificate sales lagged behind original *pro forma* projections. Two public workshops were held to receive public comments and recommendations. Workshop participants suggested that a reduction of participation fees would increase participation and thus increase needed revenues. After receiving recommendation from the BCCP Citizen's Advisory Committee, the Coordinating Committee adopted a temporary one-year fee schedule for direct participation in the BCCP in 1998.

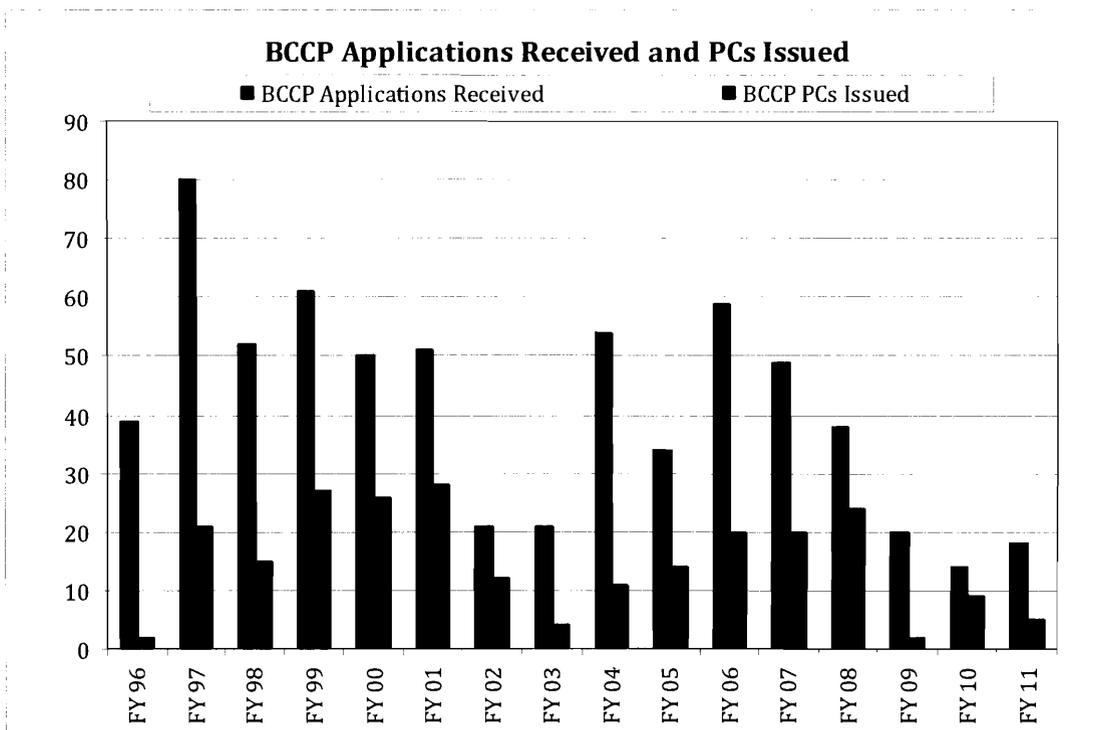
Table: BCCP Fee Summary, Costs by Habitat Zone and Year.

| Year - | 1996 – 1998 (original) | 1998 - 2006 | 2006 - 2007 | 2007 - 2008 | 2008 - 2011 |
|--------------------------------------|-----------------------------------|--------------------|--------------------|--------------------|--------------------|
| <u>Habitat Zone Fee</u> | | | | | |
| Zone 1-GCWA | \$5,500.00 | \$3,000.00 | \$3,500.00 | \$4,000.00 | \$5,500.00 |
| Zone 2-GCWA | \$2,750.00 | \$1,500.00 | \$1,750.00 | \$2,000.00 | \$2,750.00 |
| Zone 1-BCVI | \$5,500.00 | \$3,000.00 | \$3,500.00 | \$4,000.00 | \$5,500.00 |
| Zones 1 & 2 -Karst | \$55.00 | \$55.00 | \$750.00 | \$750.00 | \$1,000.00 |
| Single Family Lot Provision | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$2,000.00 | \$2,000.00 |
| Agriculture Provision | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| USFWS Alternate Determination | \$5,500.00 | \$4,000.00 | \$4,000.00 | \$5,000.00 | \$6,500.00 |

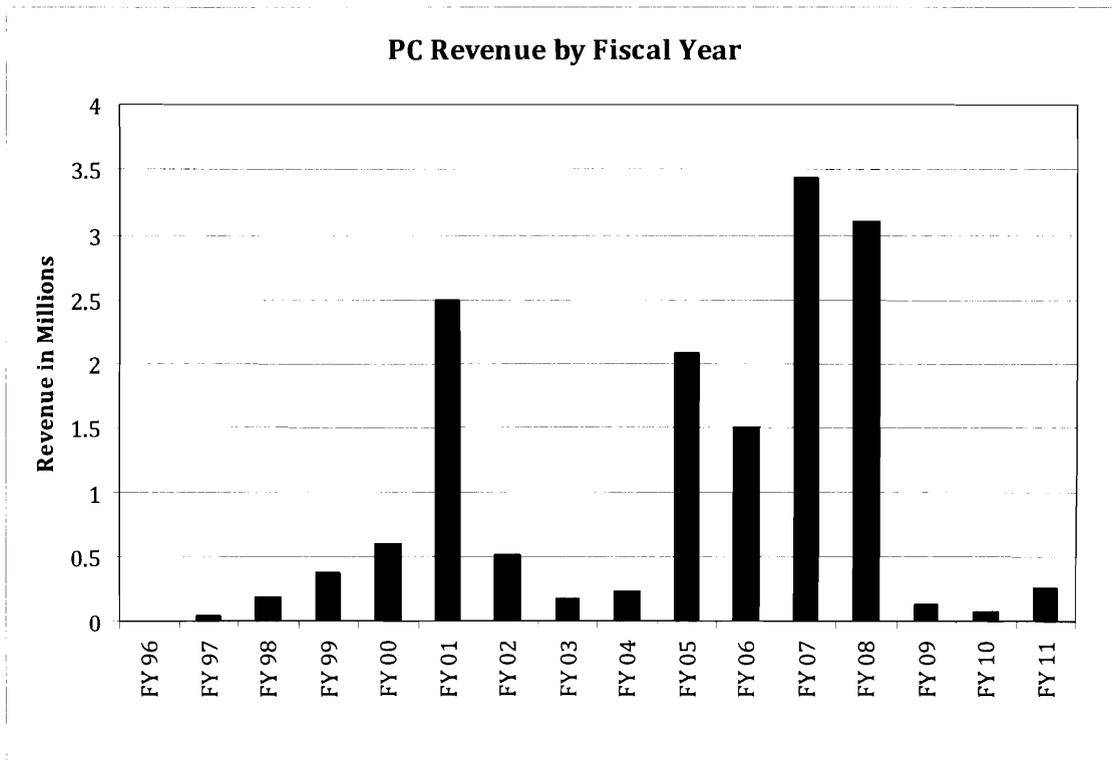
The BCCP Citizens Advisory Committee has reviewed public participation in the BCCP and the Participation Certificate fee structure each year, and the BCCP Coordinating Committee, Austin City Council, Travis County Commissioners Court and the USFWS have reviewed and adopted the Citizen Advisory Committee fee recommendations. The current mitigation fee rates are effective through September 30th, 2011.

In 2006, the Citizen's Advisory Committee recommended increasing participation rates due to increasing land costs in western Travis County and a robust development market. Though this was the first fee change in eight years, the 2006 revised habitat fees did not impact applicants' willingness to participate in the BCCP in 2006, 2007 and 2008. Effects on participation seem to be more closely related to the health and vigor of the local economy and the real estate market as evident in the graphs below. Submission of applications and participation in the program naturally increases when our local economy is doing well. From the time the BCCP was initiated in 1996 to 2001 we see an annual increase in applications, PCs issued, and revenue income. The High Tech market bust in 2001 and the Sept. 11, 2001 attacks (9-11), are reflected via significant drops in all three indicators (applications, PCs and revenue). In the years that follow we see again an increasing trend as the local and national economy rebounded. FY06 through FY08 saw more revenue collected through the BCCP's public participation program than any year since the permit's issuance along with increases in applications received and PCs issued despite increases in mitigation fees. With the economic downturn from 2008 through 2011, we have seen a significant drop off of applications being submitted and PCs being issued as development has also significantly slowed.

BCCP Applications Received & Participation Certificates (PC) Issued by Fiscal Year (FY 11 to date)



BCCP Participation Certificate (PC) Revenue by Fiscal Year, (FY 11 to date)



As the fee structure was established in the 1996 Interlocal Agreement between the City and the County, any Coordinating Committee action to change the fees must be approved by Austin City Council and the Travis County Commissioner's Court. If Austin City Council and the Travis County Commissioner's Court do not accept the recommendations approved by the BCCP Coordinating Committee before October 1st, the past years mitigation fees would expire on September 30th and revert to the mitigation rates originally set in 1996.

BCCP Alternative Determination Option:

Another topic of discussion is the current BCCP Alternative Determination rate. This option is being discussed because this BCCP alternative determination fee rate is being used for other purposes that are impacting the BCCP:

Intended Use:

Individuals within the BCCP permit area have the option to participate under the BCCP 10(a) permit using the standard Public Participation process or by using the alternative determination option for mitigation. Under the alternative determination option, the USFWS makes the mitigation determination and the mitigation fees are processed through the BCCP. This is generally used by landowners that do not agree with the BCCP standard habitat delineations used on the 1996 habitat fee zone map or that prefer a more customized mitigation option. By going through this alternative option, USFWS can more specifically define the current endangered species habitat and determine the mitigation accordingly. The fee per acre for mitigating under the alternative determination option was set higher than the BCCP standard participation fee to encourage participation under the standard option. In the last 15 years, only a few Participation Certificates have been issued using this alternative determination option. The current rate is \$6500/ac.

Other Uses:

1) USFWS Uses - When a tract within the BCP Acquisition Area gets an Individual 10(a) permit from the USFWS, to determine the amount of mitigation needed to make up for loss of endangered species habitat, USFWS often requires the landowners to mitigate with land or pay a per acre mitigation fee. The USFWS has been pegging their mitigation rate to this BCCP alternative determination rate. See below for an example:

- **USFWS Requirements:** In response to an application for an Individual 10(a) permit within the BCP Acquisition Area, USFWS requires the applicant to provide 21 acres of mitigation by either transferring 21 acres of land to the BCCP, or paying for 21 acres x \$6500/ac. (the alternative determination rate) to one of the BCCP Permit Holders for the express purpose of buying Preserve habitat.
- **Decision:** The applicant chooses to pay \$6500/ac. because it is so much cheaper than providing land for mitigation.
- **Impact for BCCP:** Because the cost to acquire preserve land is much more expensive than the rate that USFWS charges applicants, there is no way that the BCCP can acquire anything close to the 21 acres needed for mitigation with this small amount of money. BCCP staff have discussed this issue with USFWS who have assured us that we are not required to buy 21 acres with these funds. In any case, there is increased loss of habitat for species within the BCP Acquisition Area and the BCP is put in an uncomfortable position of not being able to buy the needed mitigation land with the funds received.

- 2) Appraisal Uses - Appraisers often use the \$6,500/ac. alternative determination rate to determine land value per acre for properties within the BCP Acquisition Area. Any proposed land development within the BCP Acquisition Area cannot mitigate under the BCCP. In order to develop the property, landowners must acquire an individual 10(a) permit through the USFWS. Acquiring an individual 10(a) permit would likely take years and may result in some of the tract being allowed to be developed and some set aside as Preserve land for mitigation. The landowner might also be required to make cash payments for mitigation if there is not enough on-site mitigation land available. Because appraisers have uncertainty about what a landowner would need to do to develop a tract, they are using the \$6,500/ac. value as a way to determine the landowner's cost of mitigation. Use of this value in this way greatly impacts the final appraised price per acre of the land. If the landowner offers to sell the tract to BCP, the appraised value of the land turns out to be very low (based on this above assumption) and the landowner often becomes unwilling to sell the tract for such a low cost.



MEMORANDUM

TO: Mayor Lee Leffingwell, Chair, BCCP Coordinating Committee
Commissioner Karen Huber< Member, BCCP Coordinating Committee
Mr. Adam Zerrenner, member (Ex Officio), BCCP Coordinating Committee

FROM: William A. Conrad, Secretary, BCCP Coordinating Committee

DATE: August 16, 2011

SUBJECT: Recommendations for BCCP Participation fees and Alternative Determination Fees

On August 11, 2011 the BCCP Citizens Advisory Committee Met and recommended the following fee schedule for public participation in the Balcones Canyonlands, Conservation Plan:

| | |
|--|-----------------------------|
| golden-cheeked warbler zone 1 | \$5,500.00 per acre |
| golden-cheeked warbler zone 2 | \$2,750.00 per acre |
| black-capped vireo zone 1 | \$5,500.00 per acre |
| Karst zones 1 & 2 | \$1,000.00 per acre |
| Single Family Lot Provisions | \$2,000.00 per lot |
| Agricultural provision | \$1,500.00 per acre |
| USFWS Alternative Determination | \$10,000.00 per acre |

The recommended fees for 2011 – 2012 are unchanged except for the USFWS alternative Determination Fee. This fee increased from \$6,500.00 per acre to \$10,000.00 per acre. The intent of this change was to encourage direct BCCP participation. It was also changed to address concerns that this fee is sometimes correlated to expected land values in acquisitions and other transactions.

The Citizens Advisory Committee approved this schedule with a vote of five in favor, one opposed, and five absent. Because of their action this schedule also represents the recommendation of the Coordinating Committee Secretary.

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

William A. Conrad



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By: John Carr **Phone #:** 854-4772

Division Director/Manager: Roger El Khoury, M.S., P.E., Director, FMD

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on Lease Termination Agreement with the Travis County District Attorney's Office regarding premises located in the 700 Lavaca Building and mutual termination of the lease as of June 30, 2010.

BACKGROUND/SUMMARY OF REQUEST:

On October 25, 2006, the Travis County District Attorney's Office entered into a lease with Travis Realty for approximately 11,524 square feet of office space on the 11th floor of the building located at 700 Lavaca Street. Subsequently, Travis County procured the building from Travis Realty Corp. Funding for continuation of the lease ended once Travis County procured the building. Travis County relocated the District Attorney's staff from the 700 Lavaca building to County owned office space at the Ned Granger Building. The Lease Termination Agreement attached would terminate the lease between Travis County and the Travis County District Attorney's Office as of June 30, 2010.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the lease termination agreement with the Travis County District Attorney's Office.

ISSUES AND OPPORTUNITIES:

Rosemary Lehmberg, Travis County District Attorney, has signed the Lease Termination Agreement. This agreement, if approved, will mutually terminate the lease as of June 30, 2010. The agreement acknowledges that the Travis County District Attorney's Office is not in default under the Lease with respect to payments and is not liable for any payments as of the Lease Termination Date. Tenley Aldredge, Assistant County Attorney, assisted in the preparation of the agreement.

Approval of this agreement will formally terminate the existing lease and allow the financial records regarding this lease to be closed out properly.

FISCAL IMPACT AND SOURCE OF FUNDING:

None, funding previously provided by the State for this commercial lease was ended once the County procured the property.

ATTACHMENTS/EXHIBITS:

Lease Termination Agreement

REQUIRED AUTHORIZATIONS:

| | | | |
|------------------|---------------------------|-------------------------|----------|
| Cynthia McDonald | Financial Manager | TNR | 854-4239 |
| Steve Manilla | County Executive | TNR | 854-9429 |
| Tenley Aldredge | Assistant County Attorney | County Attorney' Office | 854-9513 |
| | | | |
| | | | |
| | | | |

CC:

| | | | |
|-------------------|-------------------|----------------------------|----------|
| Rosemary Lehmberg | District Attorney | District Attorney's Office | 854-9400 |
| | | | |
| | | | |
| | | | |

: :
9502 - Facilities -

STATE OF TEXAS

COUNTY OF TRAVIS

LEASE TERMINATION AGREEMENT

This Lease Termination Agreement, (this "Termination Agreement"), is made and entered into by and between Travis County, a political subdivision of the State of Texas ("Landlord") and the Travis County District Attorney's Office ("Tenant"). All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Lease.

RECITALS

Tenant and Travis Realty entered into a certain Lease Agreement dated October 25, 2006 ("the Lease") for approximately 11,524 square feet on the 11th floor of the building located at 700 Lavaca Street, Austin, Texas 78701; and

Travis Realty Corp. subsequently sold the building to Travis County, subject to the Lease; and

Tenant failed to fund the Lease pursuant to paragraph 38(2) of the Lease; after which Landlord and Tenant effectuated a move from the Premises to alternative space Landlord had in the Granger Building at 314 West 11th Street, at no cost to Tenant; and

Landlord and Tenant desire to mutually terminate the lease as of June 30, 2010.

In consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AMENDMENT

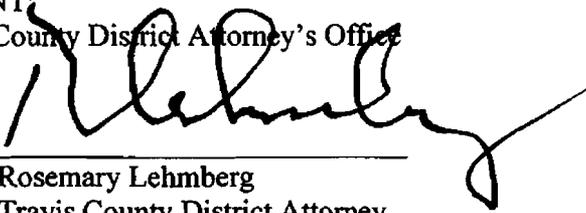
- 1.0 The Lease is terminated effective June 30, 2010 (the "Lease Termination Date").
- 2.0 The parties expressly acknowledge and agree that:
 - (a) Tenant is not in default under the Lease with respect to payment of Fixed Minimum Rent, Additional Rent, or any other sums payable by Tenant under the Lease, and is not liable for any such payments as of the Lease Termination Date.
 - (b) Neither Tenant nor Landlord has any existing claims, defenses or rights whatsoever with respect to the Lease and, to the best of the parties' knowledge, no condition exists that would constitute a default by either party under the Lease, or this Termination Agreement, either with or without notice or lapse of time or both.

Signed this ____ day of _____, 2011.

LANDLORD:
Travis County, Texas

By: _____
Samuel T. Biscoe
County Judge

TENANT:
Travis County District Attorney's Office

By: 

Rosemary Lehmburg
Travis County District Attorney



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

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

Elected/Appointed Official/Dept. Head: Patricia A. Young Brown, Travis County Healthcare District d/b/a Central Health

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH FISCAL YEAR 2012 BUDGET.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

Please see attached documentation.

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached documentation.

REQUIRED AUTHORIZATIONS:

| | |
|----------------------------|---------------|
| Planning and Budget Office | Leroy Nellis |
| County Attorney | John Hille |
| County Attorney | Beth Devery |
| County Auditor | Susan Spataro |
| County Judge's Office | Cheryl Aker |
| Commissioners Court | Cheryl Aker |

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

Fiscal Year 2012 Proposed Budget Executive Summary

Who We Are

The Travis County Healthcare District (doing business as "Central Health"), was created by vote of the Travis County electorate in May 2004. Its purpose is the provision of medical and hospital care to eligible residents of Travis County, a responsibility that was previously shared by Travis County and the City of Austin prior to Central Health's creation. Central Health's mission is to create access to healthcare for those who need it most.

While Texas law defines eligible residents as individuals at or below 21% of the federal poverty level (currently \$4,693 for a family of 4), Central Health defines its identified population as uninsured or underinsured residents up to 200% of the federal poverty level (currently \$44,700 for a family of four).

Fiscal Year 2012 Budget

Central Health has adopted the role of community steward in considering its responsibility to those in need of services and to all Travis County taxpayers. Central Health developed this fiscal year 2012 budget to help support the most appropriate level of care to our target population and to assure that taxpayer dollars are used in the most effective manner possible.

From its inception in fiscal year 2005, Central Health has worked consistently to fulfill its mission of creating access to healthcare for those who need it most. Over the last seven years, Central Health has steadily increased the provision of healthcare services to its population and has worked with a variety of healthcare providers and stakeholders to augment and improve the healthcare safety net here in Travis County. At the same time, Central Health has gradually but steadily increased its revenue and expenditures to carry out its mission: in fiscal year 2005, total expenditures were \$58.5 million; in fiscal year 2012, total expenditures in this preliminary budget are \$118 million.

Over its history, Central Health has benefitted significantly from its ownership of University Medical Center Brackenridge (UMCB), a level one trauma center. Central Health leases UMCB to the Seton Healthcare Family under a long-term arrangement and receives base and additional lease rent that has contributed to its ability to expand service. In addition, UMCB and other Seton facilities provide acute and specialty care services for the eligible low-income and uninsured population that Central Health serves.

Central Health has been prudent with its tax rate since its inception and has adopted the effective tax rate (the rate that brings in the same amount of tax revenue as the prior year) for the last two years. Although Central Health had budgeted to spend down some of its excess reserves in prior years, it had never done so due to positive revenue and expense variances in each of those years. However, for the first time since inception, in the current fiscal year 2011, Central Health will in fact spend some of the reserves that it budgeted to spend in order to deliver needed services to the community.

Central Health's current tax rate (fiscal year 2011) is 7.19. This proposed 2012 budget includes a total tax rate of 7.89 cents per \$100 of assessed value, with an operating tax rate of 7.74 cents, a 6.5% increase above the effective operations and maintenance tax rate of 7.27 cents. In addition, Central Health will levy a debt service tax rate of .15 cents to pay its budgeted 2012 debt service of \$1.4 million. The debt service tax rate will provide debt service funds for Certificates of Obligation that fund the purchase and renovation of a large



CENTRAL HEALTH

Fiscal Year 2012 Proposed Budget Executive Summary

facility in southeast Travis County and a portion of the construction cost of Central Health's North Central Community Health Center, the remainder of which was funded with Federal grant dollars.

Together, these two facilities will comprise the hubs of Central Health's service area, which are complemented by 20 other facilities offering a variety of services. These sites are operated by Central Health's affiliated entity, CommUnityCare, a 501(c)(3), non-profit corporation. Central Health and CommUnityShare are "co-applicants" in that they share the Federally Qualified Health Center designation from the Federal government that allows the sites to receive pharmacy discounts and enhanced reimbursement for services funded by Medicaid.

In fiscal year 2012, Central Health will continue to fund the expanded network of providers it has assembled over the last several years and will also fund the start-up of a Medicaid HMO, Sendero Health Plans. Sendero intends to provide Medicaid managed care services in an eight-county region here in Central Texas and will also assume the medical management of Central Health's Medical Access Program enrollees. The following are highlights of the District's fiscal year 2012 operating budget:

- It includes a total tax rate of 7.89 cents per \$100 of assessed valuation, with an operating rate of 7.74 cents and a debt service rate of .15 cents;
- It includes the use of \$19.8 million in total reserves, \$12.5 million of which will come from a reserve of \$27.6 million established to capitalize Sendero Health Plans over its initial five years of operation;
- It includes a total of \$8.7 million more in budgeted property tax revenue, \$7.3 of which is for service delivery and operations and \$1.4 of which is for debt service;
- It continues the practice of budgeting additional lease revenue from University Medical Center Brackenridge and the Dell Children's Medical Center;
- It continues the same level of enhanced primary care visits as the 2011 amended budget and includes an increased payment of \$3 million to CommUnityCare for the operation of new or expanded sites;
- It continues the enhanced level of funding provided in the amended 2011 budget of \$7.9 million for inpatient mental health services; and
- It includes \$3.0 million in unallocated service expansion funds that can be used to fund additional services or projects currently not funded in this preliminary budget.

Capital Budget

Capital Budget (\$1.85 M): The FY2012 capital budget includes the following:

- \$1 million for information technology equipment, including additional data needs for expansion and relocation of facilities, replacement of computers and peripheral equipment, etc.;
- \$500,000 for potential expansion site needs; and
- \$350,000 for capital maintenance for the Community Health Centers;

Following this narrative are two budget schedules. The first is a one-page revenue and expense summary budget for fiscal years 2011 and 2012 (Attachment A) and the second is a six-page detailed expense budget for fiscal years 2011 and 2012 that breaks out the components of Central Health's Healthcare Delivery Program and Administration Program (Attachment B).



CENTRAL HEALTH

Attachment A

**Fiscal Year 2011 and Proposed FY 2012
Revenue and Expense Summary Budget**

| DESCRIPTION | FY 2011 BUDGET AS AMENDED | FY 2012 PROPOSED BUDGET |
|---|------------------------------|-------------------------------|
| TAX RATE | 0.0719 | 0.0789 |
| SOURCES OF FUNDS | | |
| Property Tax Revenue | 66,431,022 | 75,073,380 |
| Seton Lease-Base Revenue | 1,096,656 | 1,096,656 |
| Seton Lease-Additional Revenue | 28,389,113 | 27,353,875 |
| Interest Revenue | 1,800,000 | 800,000 |
| Tobacco Litigation Settlement Revenue | 1,400,000 | 1,300,000 |
| UTMB Contract Revenue | 58,740 | 58,740 |
| Contributions from Reserves | 17,281,203 | 19,797,981 |
| Total Sources | 116,456,734 | 125,480,632 |
| USES OF FUNDS | | |
| Healthcare Delivery Expense | 109,559,283 | 118,188,333 |
| Administration Expense | 6,095,471 | 6,410,121 |
| Sendero Risk-Based Capital | - | - |
| Tax Collection Expense | 801,980 | 882,178 |
| Total Uses | 116,456,734 | 125,480,632 |
| RESERVES | | |
| Capital | 6,568,394 | - |
| HMO - Risk-Based Capital | - | 15,083,000 |
| Contingency Reserve (formerly Allocated Reserve) | 26,045,842 | 41,974,471 |
| Emergency Reserve (formerly Unallocated Reserve) | 56,947,672 | 35,792,220 |
| Total Reserves | 89,561,908 | 92,849,691 |
| CAPITAL BUDGET | | |
| Land | - | - |
| Building | - | - |
| Facility Improvements | 12,612,000 | 850,000 |
| Equipment & Information Systems | 910,400 | 1,000,000 |
| Total Capital | 13,522,400 | 1,850,000 |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|-----------------------------|---|---------------------------------|--------------|-------------------------------|--------------|
| HEALTH CARE DELIVERY | | | | | |
| | Personnel Expenses | | | | |
| 07.01 | Salaries - Regular Salaries | 2,135,594 | | 1,468,766 | |
| 20.02 | Benefits - FICA Tax-OASDI | 126,065 | | 90,447 | |
| 20.03 | Benefits - Hospitalization | 184,826 | | 206,532 | |
| 20.04 | Benefits - Life Insurance | 3,043 | | 1,834 | |
| 20.05 | Benefits - Retirement Contribution 401a | 130,640 | | 83,233 | |
| 20.05 | Benefits - Def Comp 457 | 21,202 | | 10,357 | |
| 20.06 | Benefits - Worker's Compensation | 6,762 | | 6,762 | |
| 20.07 | Benefits - FICA Tax-Medicare | 30,966 | | 21,298 | |
| 20.08 | Benefits - Dental | 10,143 | | 9,886 | |
| 20.09 | Benefits - LTD/STD | 6,390 | | 4,028 | |
| 20.10 | Benefits - Other 2011 | 1,747 | | - | |
| 20.10 | Benefits - Back up Care 2011 | 1,761 | | - | |
| 20.10 | Benefits - Other 2012 | - | | 3,508 | |
| 25.00 | PTO | 148,427 | | 138,631 | |
| 27.10 | Benefits-Unemployment | 7,325 | | 7,325 | |
| 20.10 | Benefits - Cell Phone Allowance | - | | 416 | |
| 20.10 | Salary/Benefits - Backcharges & Vacancy Savings | - | | (255,506) | |
| | Subtotal Personnel Expenses | 2,814,890 | 2.42% | 1,797,517 | 1.43% |
| | Operating Expenses | | | | |
| 30.01 | Supplies - Supplies, Equip & Furniture | 63,589 | | 29,740 | |
| 30.02 | Supplies - Software | 7,500 | | 2,500 | |
| 30.03 | Supplies-Hardware | 21,600 | | 6,600 | |
| 30.05 | Supplies-Minor tools, office furniture | 21,034 | | 9,334 | |
| 30.16 | Supplies - Meetings & Refreshments | 1,528 | | 1,000 | |
| 40.07 | Professional Svc - Consulting | 690,000 | | 410,000 | |
| 40.12 | Professional Svc - Legal | 50,000 | | 50,000 | |
| 40.99 | Professional Svc - Other Professional Services | 350,900 | | 123,900 | |
| 41.02 | Communication - Postage/Freight | 10,158 | | 20,075 | |
| 41.06 | Cellular Phone | 1,440 | | 1,440 | |
| 42.02 | Routine Travel - Auto Mileage-Employees | 4,855 | | 4,855 | |
| 42.06 | Contracted Transportation | 2,820 | | 2,820 | |
| 48.01 | Public Utility Svcs - Utilities | 4,000 | | - | |
| 48.04 | Water | 2,000 | | - | |
| 48.05 | Waste Disposal | 1,200 | | - | |
| 60.27 | Printing/Copying | 85,000 | | 85,000 | |
| 60.29 | Advertising | 3,120 | | 50,000 | |
| 60.50 | Custodial | 38,875 | | - | |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|--------------|-------------------------------|--------------|
| 60.52 | Security | 44,000 | | - | |
| 61.03 | Rent - Office Equipment | 6,280 | | 6,000 | |
| 61.04 | Rents & Leases (property) | 90,400 | | - | |
| 64.06 | Employee Relations | 20,000 | | - | |
| 65.01 | Prof Dev - Subscriptions & Publications | 5,060 | | 2,560 | |
| 65.02 | Prof Dev-Professional Memberships | 3,500 | | 1,300 | |
| 65.03 | Prof Dev-Travel Meals & Lodging | 8,108 | | 3,108 | |
| 65.04 | Prof Dev - Training & Seminars | 21,200 | | 9,200 | |
| 65.05 | Prof Dev-Professional Licenses | 1,500 | | 1,000 | |
| 84.01 | Depreciation | 2,500,000 | | 2,800,000 | |
| 84.01 | Addback for non-financial use | - | | (2,800,000) | |
| 85.03 | Payments-Certificates of Obligation | 157,000 | | 1,456,378 | |
| | Subtotal Operating Expense | 4,216,667 | 3.62% | 2,276,810 | 1.81% |
| | Healthcare Services | | | | |
| 61.05 | Rental equipment(MAP) | 3,000 | 0.00% | 3,000 | 0.00% |
| 62.76 | OAC-Transportation(MAP, non emergency & EMS) | 381,560 | 0.33% | 396,822 | 0.32% |
| 62.77 | OAC-Other Medical (MAP) | 200,000 | 0.17% | 100,000 | 0.08% |
| 62.78 | OAC-Dental Services (MAP) | 791,711 | 0.68% | 596,711 | 0.48% |
| 62.79 | OAC-ICC Medicalder(MAP) | 164,760 | 0.14% | 164,760 | 0.13% |
| 62.80 | OAC-Childrens Optimal Health | 35,000 | 0.03% | 35,000 | 0.03% |
| 62.81 | OAC-Continuity Clinic-Paul Bass | 709,647 | 0.61% | 709,647 | 0.57% |
| 62.81 | OAC-Paul Bass Specialty Care | 462,000 | 0.40% | 462,000 | 0.37% |
| 62.82 | OAC-Other Primary Care (El Buen) | 1,020,000 | 0.88% | 1,020,000 | 0.81% |
| 62.82 | OAC-Other Primary Care (Lone Star Circle of Care) | 3,025,160 | 2.60% | 3,029,995 | 2.41% |
| 62.82 | OAC-Other Primary Care (Blackstock) | 202,045 | 0.17% | 202,045 | 0.16% |
| 62.82 | OAC-Urgent Care | 115,000 | 0.10% | 115,000 | 0.09% |
| 62.83 | Medicaid Payments - Regional UPL | 26,900,000 | 23.10% | 24,000,000 | 19.13% |
| 62.85 | Third Party Administrator | 1,434,215 | 1.23% | - | 0.00% |
| 62.85 | Sendero - medical and claims management | - | 0.00% | 2,682,300 | 2.14% |
| 62.85 | OAC-Three Share Program | 194,180 | 0.17% | - | 0.00% |
| 62.86 | OAC-Specialty Care-Vision | 117,277 | 0.10% | 117,277 | 0.09% |
| 62.87 | OAC-Seton Brack Pharmacy | 171,670 | 0.15% | 171,670 | 0.14% |
| 62.89 | OAC-Austin Cancer Centers | 334,000 | 0.29% | 334,000 | 0.27% |
| 62.89 | OAC-Orthotics | 27,000 | 0.02% | 27,000 | 0.02% |
| 62.90 | OAC -CommUnityCare | 36,263,878 | 31.14% | 38,393,926 | 30.60% |
| 62.91 | OAC - Seton Hospital | 4,140,697 | 3.56% | 4,251,734 | 3.39% |
| 62.91 | OAC - Seton Hospital (High Risk OB Clinic) | (600,000) | -0.52% | (600,000) | -0.48% |
| 62.92 | OAC - UTMB | 3,900,000 | 3.35% | 3,900,000 | 3.11% |
| 62.91 | Seton Community Centers | 250,000 | 0.21% | - | 0.00% |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|-------------------------------------|---------------------------------|---------------|-------------------------------|---------------|
| 62.93 | OAC - People's Comm Clinic | 948,295 | 0.81% | 1,048,000 | 0.84% |
| 62.94 | OAC - Women's Services | 450,000 | 0.39% | - | 0.00% |
| 62.95 | OAC - Other (Project Access) | 330,000 | 0.28% | 330,000 | 0.26% |
| 62.96 | OAC - ICC | 1,141,275 | 0.98% | 1,141,275 | 0.91% |
| 62.97 | OAC - Pharmacy Program | 4,503,160 | 3.87% | 4,391,525 | 3.50% |
| 62.99 | OAC - Seton/Other Mental Health | 8,190,319 | 7.03% | 8,190,319 | 6.53% |
| 62.99 | United Way | 700,000 | 0.60% | 700,000 | 0.56% |
| 62.99 | Samaritan Health Ministries | 100,000 | 0.09% | - | 0.00% |
| 62.99 | Recuperative Care Beds | 300,000 | 0.26% | 300,000 | 0.24% |
| 62.99 | Volunteer Healthcare Clinic | 100,000 | 0.08% | 100,000 | 0.08% |
| 62.99 | HMO Start-up | 2,500,000 | 2.15% | 2,300,000 | 1.83% |
| 98.50 | Service Expansion Funds | 1,521,877 | 1.31% | 3,000,000 | 2.39% |
| 98.50 | Sendero paid-in capital | 1,500,000 | 1.29% | 12,500,000 | 9.96% |
| | Subtotal Healthcare Services | 102,527,726 | 88.04% | 114,114,006 | 90.94% |
| | Total Healthcare Delivery | 109,559,283 | 94.08% | 118,188,333 | 94.19% |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|-----------------------|---|---------------------------------|--------------|-------------------------------|--------------|
| ADMINISTRATION | | | | | |
| | Personnel Expenses | | | | |
| 07.01 | Salaries - Regular Salaries-Operations | 2,273,317 | | 2,650,793 | |
| 07.91 | Salaries - Reserve | 250,000 | | 200,000 | |
| 20.02 | Benefits - FICA Tax-OASDI | 112,024 | | 144,512 | |
| 20.03 | Benefits - Hospitalization | 175,974 | | 294,454 | |
| 20.04 | Benefits - Life Insurance | 2,897 | | 3,404 | |
| 20.05 | Benefits - Retirement Contribution 401a | 124,615 | | 154,546 | |
| 20.05 | Benefits - Def Comp 457 | 20,186 | | 26,616 | |
| 20.06 | Benefits - Worker's Compensation | 6,438 | | 6,438 | |
| 20.07 | Benefits - FICA Tax-Medicare | 30,556 | | 38,359 | |
| 20.08 | Benefits - Dental | 9,657 | | 10,020 | |
| 20.09 | Benefits - LTD/STD | 6,084 | | 6,249 | |
| 20.10 | Benefits - Other 2011 | 1,663 | | - | |
| 20.10 | Benefits - Back up Care 2011 | 2,500 | | - | |
| 20.10 | Benefits - Other 2012 | - | | 4,163 | |
| 25.00 | PTO | 175,411 | | 251,801 | |
| 27.10 | Benefits-Unemployment | 6,794 | | 6,795 | |
| 20.10 | Benefits - Cell Phone Allowance | - | | 6,036 | |
| 05.20 | Salaries - Administrator's Car Allowance | - | | 5,000 | |
| 20.10 | Benefits - Employee Relocation Expense | - | | 5,000 | |
| 20.10 | Salary/Benefits - Backcharges & Vacancy Savings | - | | (450,858) | |
| | Subtotal Personnel Expenses | 3,198,117 | 2.75% | 3,363,328 | 2.68% |
| | Operating Expenses | | | | |
| 05.20 | Salaries - Administrator's Car Allowance | 5,000 | | - | |
| 30.01 | Supplies - Supplies, Equip & Furniture | 21,600 | | 21,600 | |
| 30.02 | Supplies - Software | 23,245 | | 23,245 | |
| 30.03 | Supplies-Hardware | 33,000 | | 33,000 | |
| 30.05 | Supplies-MInor tools, office furniture | 3,000 | | 3,000 | |
| 30.11 | General Maintenance | 62,355 | | 62,355 | |
| 30.16 | Supplies - Meetings & Refreshments | 10,250 | | 10,250 | |
| 40.05 | Professional Svc - Auditing | 40,000 | | 55,000 | |
| 40.06 | Professional Svc - Accounting | 21,000 | | 21,000 | |
| 40.07 | Professional Svc - Consulting | 483,620 | | 483,620 | |
| 40.08 | Professional Svc - Data - IT Support | 133,650 | | 133,650 | |
| 40.09 | Bank Fees | 6,000 | | 6,000 | |
| 40.12 | Professional Svc - Legal | 611,500 | | 611,500 | |
| 40.99 | Professional Svc - Other Professional Services | 11,100 | | 6,100 | |
| 41.02 | Communication - Postage/Freight | 3,870 | | 3,870 | |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|-------|-------------------------------|-------|
| 41.06 | Cellular Phone | 7,744 | | 1,708 | |
| 42.02 | Routine Travel - Auto Mileage-Employees | 5,300 | | 5,300 | |
| 42.06 | Contracted Transportation | 1,200 | | 1,200 | |
| 42.07 | Routine Travel - Travel, Meals & Lodging | 5,000 | | 5,000 | |
| 42.09 | Business Meetings & Meals | 4,000 | | 4,000 | |
| 44.01 | Insurance - General Insurance Premium | 99,528 | | 99,528 | |
| 48.01 | Public Utility Svcs - Utilities | 26,700 | | 32,100 | |
| 48.02 | Public Utility Svcs - Telephone Lines | 1,700 | | 1,700 | |
| 48.04 | Water | 8,400 | | 10,400 | |
| 48.05 | Waste Disposal | 4,400 | | 5,600 | |
| 48.06 | Gas | 5,948 | | 5,948 | |
| 60.08 | OPS-Contracted Employees | 26,000 | | 26,000 | |
| 61.02 | Rent - Land & Buildings | 32,600 | | 32,600 | |
| 60.27 | Printing | 54,500 | | 54,500 | |
| 60.29 | Advertising (Includes \$25,000 public notice) | 92,250 | | 92,250 | |
| 60.37 | OPS-Retirement fees | 12,000 | | 12,000 | |
| 60.37 | OPS-Benefit Services | 86,500 | | 86,500 | |
| 60.40 | OPS - Reimbursed Services - Travis County | 88,351 | | 108,351 | |
| 60.50 | OPS-CAN | 25,000 | | 25,000 | |
| 60.50 | Custodial | 85,900 | | 124,775 | |
| 60.52 | Security | 51,670 | | 95,670 | |
| 60.53 | Records storage | 8,965 | | 8,965 | |
| 61.03 | Rent - Office Equipment | 28,000 | | 28,000 | |
| 61.04 | Rents & Leases (property) | - | | 94,000 | |
| 64.05 | Employee Training - Employee Relocation Exp | 5,000 | | - | |
| 64.06 | Employee Relations | 17,000 | | 42,000 | |
| 65.01 | Prof Dev - Subscriptions & Publications | 12,700 | | 12,700 | |
| 65.02 | Prof Dev-Professional Memberships | 9,323 | | 34,323 | |
| 65.03 | Prof Dev-Travel Meals & Lodging | 19,250 | | 19,250 | |
| 65.04 | Prof Dev - Training & Seminars | 36,064 | | 36,064 | |
| 65.05 | Prof Dev-Professional Licenses | 675 | | 675 | |
| 75.21 | Misc - Legislative Services | 163,200 | | 163,200 | |
| 75.22 | Misc - Employment Recruiting | 3,300 | | 3,300 | |
| 98.92 | Reserve for property insurance, utilities | 400,000 | | 300,000 | |
| | Subtotal Operating Expense | 2,897,354 | 2.49% | 3,046,793 | 2.43% |
| | Total Administration | 6,095,471 | 5.23% | 6,410,121 | 5.11% |

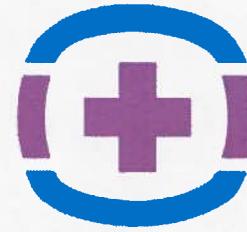


CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|----------------|-------------------------------|----------------|
| | Tax Collection | | | | |
| 60.03 | OPS - Appraisal District Svcs | 371,980 | | 409,178 | |
| 60.04 | OPS - Tax Collector | 430,000 | | 473,000 | |
| | Subtotal Tax Collection Expense | 801,980 | 0.69% | 882,178 | 0.70% |
| | Tobacco Settlement | | | | |
| 72.00 | Tobacco Settlement Rcvd-payable to Travis County | 268,576 | | 143,000 | |
| 72.20 | Tobacco Settlement Paid to Travis County | (268,576) | | (143,000) | |
| 72.10 | Tobacco Settlement Received-payable to Seton | 632,500 | | 338,000 | |
| 72.30 | Tobacco Settlement Paid to Seton | (632,500) | | (338,000) | |
| | Subtotal Tobacco Settlement | - | | | |
| | Disproportionate Share Program | | | | |
| 71.00 | Disproportionate Share/Upper Payment Limit IGT sent | 70,786,418 | | 42,423,584 | |
| 71.20 | Disproportionate Share/Upper Payment Limit IGT sent | (70,786,418) | | (42,423,584) | |
| 71.10 | Disproportionate Share Received payable to Seton | 17,252,548 | | 10,339,765 | |
| 71.30 | Disproportionate Share Paid - Seton | (17,252,548) | | (10,339,765) | |
| | Subtotal Disproportionate Share | - | | - | |
| | TOTAL EXPENSE | 116,456,734 | 100.00% | 125,480,632 | 100.00% |
| | Tax Collection Expense | (801,980) | | (882,178) | |
| | TOTAL EXPENSE LESS PASS THROUGH & TAX COLLECTION | 115,654,754 | | 124,598,454 | |
| | RESERVES | | | | |
| 98.60 | Capital Reserve | 6,568,394 | | - | |
| 98.91 | HMO - Risk-Based Capital | - | | 15,083,000 | |
| 98.91 | Contingency Reserve (formerly Allocated Reserve) | 26,300,842 | | 41,974,471 | |
| 98.98 | Emergency Reserve (formerly Unallocated Reserve) | 56,947,672 | | 35,792,220 | |
| | Total | 89,816,908 | | 92,849,691 | |
| | CAPITAL BUDGET | | | | |
| 81.12 | Land | - | | - | |
| 81.04 | Building | - | | - | |
| 81.02 | Facility Improvements | 12,612,000 | | 850,000 | |
| 80.02 | Equipment & Information Systems | 910,400 | | 1,000,000 | |
| | Total Capital | 13,522,400 | | 1,850,000 | |



CENTRAL HEALTH

**Presentation of
Proposed 2012 Budget
to Travis County
Commissioners Court**

September 20, 2011

Vision & Mission

Our Shared Vision

Central Texas is a model healthy community.

Our Mission

**Central Health creates access to healthcare
for those who need it most.**

Commissioners Court Agenda Items

- Central Health Board of Managers approved our proposed 2012 budget on September 14
- We request that the Court approve these two agenda items - our proposed budget and our proposed tax rate
- We have made two presentations to the Court – July 19 and August 23
- We have provided narrative, budget summary, line item detail, and summary of public input

Chronology of 2012 Budget

| | | |
|-----------|---------------|-------------------------------|
| April 30 | Board Retreat | 5-Year Forecast |
| May 18 | Board Meeting | Draft budget |
| June 9 | B/F Committee | Reserves, revenue strategy |
| July 6 | Board Meeting | Draft budget |
| July 13 | B/F Committee | Additional scenarios |
| July 20 | Board Meeting | Draft budget |
| July 28 | B/F Committee | Tax rate, reserve policies |
| August 3 | Board Meeting | Draft budget (certified roll) |
| August 11 | S.C. Board | Tax rate, service expansion |
| August 17 | Board Meeting | Approve preliminary budget |

Summary of Received Communications Outside the Public Hearing Process

Communication from July - September 2011

- 39 Communications were received outside of the Public Hearing Process.
- 21 Travis County Residents opposed an increase to the Tax Rate.
- 2 Travis County Residents supported an increase to the Tax Rate.
- 14 Travis County Residents opposed Tax payer funding for abortion.
- 2 Travis County Residents supported funding for Other Specialized Services.

Change – Preliminary to Proposed Budget (millions)

| | <u>Prelim.</u> | <u>Proposed</u> |
|----------------------------|----------------|-----------------|
| Use of operating reserves | 7.3 | 7.3 |
| Sendero risk-based capital | <u>5.0</u> | <u>12.5</u> |
| Total use of reserves | 12.3 | 19.8 |

Texas Dept. of Insurance has requested a larger initial reserve for Sendero before they will grant Certificate of Authority - an increase of \$7.5 million.

Overview of 2012 Preliminary Budget

(in millions)

| | 2011 Amend. | 2012 Prelim. | 2012 Proposed | Change |
|-----------------------------------|----------------|-----------------|------------------|---------------|
| Property Tax Rate | \$.0719 | \$.0789 | \$.0789 | \$.0070 |
| Property Tax Revenue | \$66.4 | \$75.1 | \$75.1 | \$8.7 |
| Seton Lease | \$29.5 | \$28.5 | \$28.5 | \$(1.0) |
| Interest/Tobacco Settlement | \$3.2 | \$2.1 | \$2.1 | \$(1.1) |
| Use of Reserves | <u>\$ 17.3</u> | <u>\$ 12.3</u> | <u>\$19.8</u> | <u>\$ 2.5</u> |
| Total Sources of Funds | \$116.4 | \$118.0 | \$125.5 | \$9.1 |
| Healthcare Delivery | \$109.6 | \$110.7 | \$118.2 | \$8.6 |
| Administration | \$6.0 | \$6.4 | \$6.4 | \$0.4 |
| Tax Collection | <u>\$0.8</u> | <u>\$0.9</u> | <u>\$0.9</u> | <u>\$ 0.1</u> |
| Total Uses of Funds | \$116.4 | \$118.0 | 125.5 | \$9.1 |

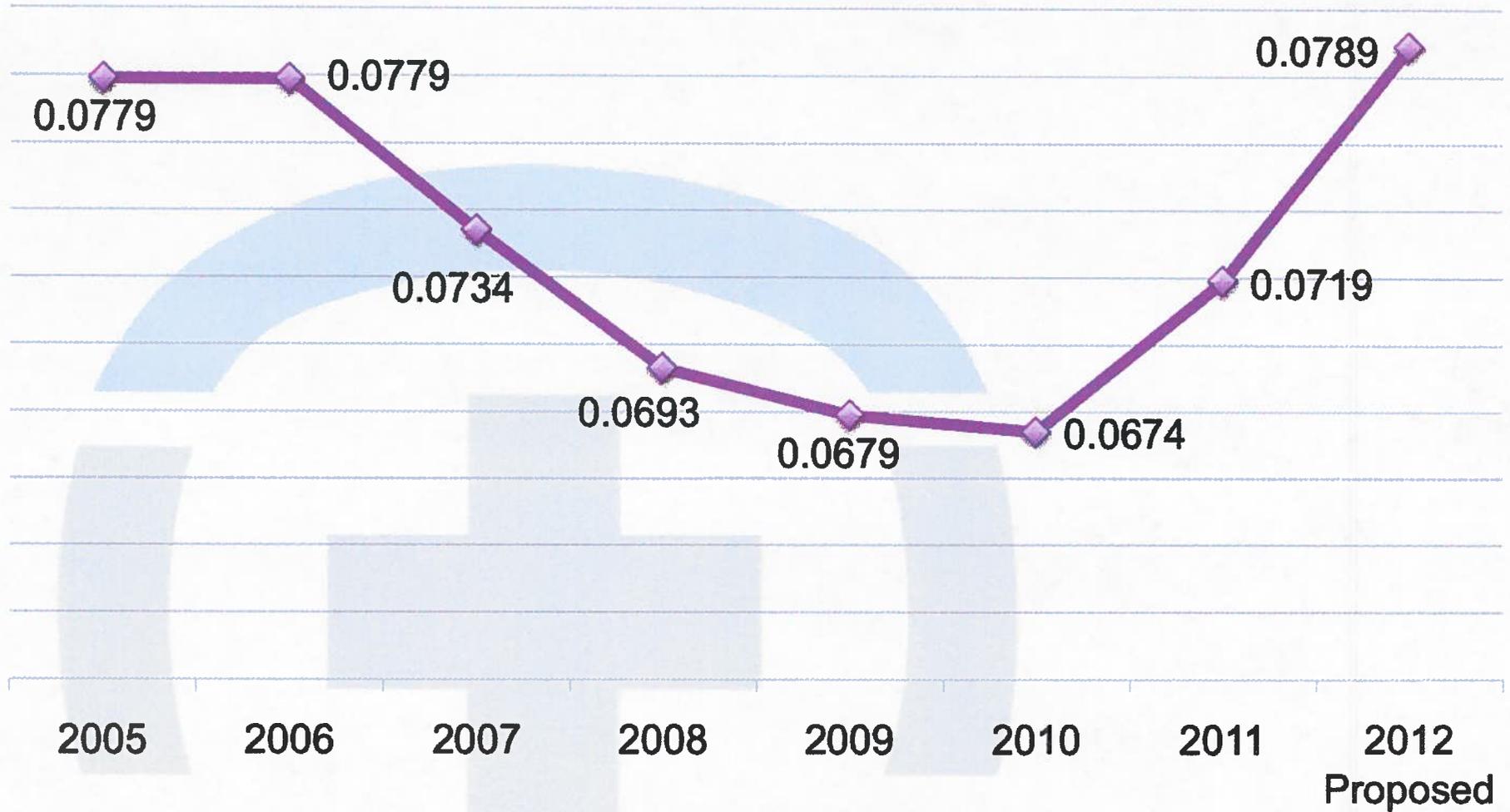
Capital Improvement Projects

| | 2012 |
|------------------------|------------------|
| Facility Improvements | 850,000 |
| Information Technology | <u>1,000,000</u> |
| Total | 1,850,000 |



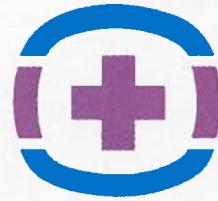
Central Health Tax Rate History

(per \$100 valuation)



Effect of Draft 2012 Tax Rate

| | 2011 | 2012 Draft |
|-------------------------|-----------|------------|
| Tax Rate | .0719 | .0789 |
| Average Homestead Value | \$217,814 | \$218,345 |
| Annual Tax Bill | \$156.61 | \$172.27 |
| Difference | - | \$15.66 |



CENTRAL HEALTH

Learn more about us at:

www.centralhealth.net

EXECUTIVE SUMMARY
Public Hearing on the Central Health Fiscal Year 2012 Budget
and the Associated Tax Rate

First Public Hearing - September 1, 2011

Chairperson Coopwood announced that Mr. John Stephens, Chief Financial Officer, would make a presentation on the Proposed FY 2012 Budget and Tax rate, and afterwards, the Board of Managers would open the first of two public hearings.

Mr. John Stephens, Chief Financial Officer of Central Health, reviewed the Vision and Mission of Central Health, discussed accomplishments in the area of service delivery since the district's inception in 2005, reviewed the financial history of the district, and presented the FY 2012 preliminary budget.

Chairperson Coopwood announced the second public hearing to be held on September 7, 2011, and read the public hearing guidelines. He noted that the Board of Managers would open the public hearing for up to an hour.

Ofelia Zapata, a leader of Austin Interfaith, requested Central Health allocate specific funds to create a Medical Home in the 78744 zip code.

Bruce Bower, a tax payer in Travis County, spoke in support of a tax increase and the need of a Medical Home in Dove Springs.

Conrad Masters, a resident in Travis County, spoke in support of Central Health's support of Planned Parenthood.

Veronica Vargas, a resident and tax payer in Travis County, spoke to request Central Health to continue supporting Women's Health Services in Travis County.

Frances Stone, a licensed clinical social worker and a resident of Travis County, spoke in support of the MAP program and funding the conversation around Women's Health Services.

Monika Cavaros, a tax payer in Travis County, spoke to support the continued funding and dialogue around Women's Health Services.

Bobbie Sawyer, a volunteer for Planned Parenthood, voiced her opposition to the Texas Legislature's cuts to Women's Health screening and birth control services and spoke of the detrimental effect in the community.

Caitlin Meredith, a Travis County tax payer and an epidemiologist, spoke to request additional funding for Women's Health screenings in light of the Texas Legislatures cut in Women's Health funding.

Megan Antonetti, a tax payer in Travis County, spoke to support Central Health in providing funding for Women's Health Services which were severely cut in the Texas Legislative Session.

Jessika Gomez-Duante, a tax payer in Travis County, thanked Central Health for their work on the community clinic system.

It was noted that everyone who wished to address the CH Board of Managers had the opportunity to do so. A total of 11 people signed the September 1, 2011 Sign-in Sheet. Of those people, one person chose not to address the Board. A copy of the Sign-In Sheet is attached to the summary of the meeting.

Second Public Hearing - September 7, 2011

Chairperson Coopwood opened the meeting and announced that Mr. John Stephens, Chief Financial Officer, would make a presentation on the FY 2012 proposed budget, which would be followed by the second public hearing.

Mr. Stephens presented to the Board of Managers the proposed FY 2012 Budget and tax rate, the history of the district's increase in health service delivery since 2005, and the chronology of the 2012 Budget Process.

Chairperson Coopwood opened the second public hearing, read the public hearing guidelines, and noted that Board of Managers would receive comments from the public for up to an hour.

Walter Kalmans, a representative of WhiteGlove Health, a private business organization, spoke of his company's product and recommended Central Health utilize the WhiteGlove Service.

Barber Grove, a representative of the Austin Interfaith organization, requested Central Health fund a new building that would act as a medical home for the population in the Dove Springs region of Austin.

Emily Williams, a Travis County resident, spoke in support of funding for Women's Health Services and Family Planning.

Nancy Cooper, a Travis County resident, spoke to support increased funding for Women's Services, Family Planning, and educational and wellness services to the community.

Margaret Henkels, Director of Development at People's Community Clinic, spoke to encourage Central Health to allocate significant funding to Women's Services, specially for well woman exams, in order to make up for funding cut by the Texas Legislature.

Sarah Wheat, Interim CO-CEO of Planned Parenthood Austin, spoke to support increased funding for well woman exams to replace the cuts made by the Texas State Legislature.

It was noted that of the six (6) citizens who signed in to speak at the Public Hearing, all six (6) had the opportunity to do so. A copy of the Sign-In Sheet is attached to the summary of the meeting.



CENTRAL HEALTH

Citizens' Communication Sign-In

| Name | Address | Organization | Phone or Email |
|---|--------------------------|--|----------------|
| ✓ A Ofelia Zapata | | Austin Interfaith | |
| ✓ Bruce Bowe, | | Tax payer | |
| ✓ Conrad Masters | | tax payer | |
| ✓ Veronica Vargas | | EX Tax payer | |
| ✓ Frances Stone | | tax payer | |
| ✓ Monika E. Carras | | tax payer | |
| tid of speak | Kelsey Julian | UT school of journalism | |
| ✓ Bobbie Sawyer | | tax payer | |
| ✓ Caitlin Caitlin ^{Meredith} Mas | | tax payer | |
| ✓ Meym Antweh | | tax payer | |
| ✓ Jessica Gomez-Duarte | | tax payer | |
| | | | |

(did not speak)



CENTRAL HEALTH

Citizens' Communication Sign-In

Central Health Second Public Hearing
Wednesday, Sept. 7th, 2011

Each speaker has a limit of three (3) minutes. You will not have the right to speak if you sign in after the Public Hearing is closed. The Public Hearing will close once the last person who has signed-in has spoken, or at the conclusion of the pre-determined time, as set by the Board Chairperson. Speakers are expected to conduct themselves in an appropriate manner. The use of profanity, obscenity, personal attacks and/or otherwise offensive language shall be sufficient cause for the Board Chairperson to withdraw permission to address the Board.

| Name | Address | Organization | Phone or Email |
|--------------------|---------|--------------------|----------------|
| ✓ Walter Kalmaus | | WhiteGlove Health | |
| ✓ BARBARA GROVE | | Austin Interfaith | |
| ✓ EMILY WILLIAMS | | | |
| ✓ NANCY COOPER | | ? | |
| ✓ Margaret Henkels | | PC | |
| ✓ Sarah Wheat | | Planned Parenthood | |
| | | | |
| | | | |
| | | | |
| | | | |

**TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A
CENTRAL HEALTH
BOARD OF MANAGERS**

RESOLUTION ADOPTING THE FISCAL YEAR 2012 BUDGET

The Travis County Healthcare District Board of Managers hereby adopts the Travis County Healthcare District Fiscal Year 2012 Budget, consisting of this resolution, the Travis County Healthcare District Fiscal Year 2012 Budget Program Expenditure Summary (attached as Attachment A), and the Travis County Healthcare District Fiscal Year 2012 Budget Line Item Expenditure Detail (attached as Attachment B), all incorporated herein by reference as if set out in full, subject to the following provisions:

1. The attached Travis County Healthcare District Fiscal Year 2012 Budget shall be the official budget of the Travis County Healthcare District for Fiscal Year 2012. This budget and, except as set forth in paragraphs 4 and 5 herein, any changes thereto must be approved by the Travis County Commissioners Court before they become effective.
2. Expenditures made pursuant to the Travis County Healthcare District Fiscal Year 2012 Budget shall be controlled by the Travis County Healthcare District Fiscal Year 2012 Budget Program Expenditure Summary. All expenditures by or on behalf of the Travis County Healthcare District pursuant to the Travis County Healthcare District 2012 Budget shall be made in strict compliance with the Travis County Healthcare District Fiscal Year 2012 Budget Program Expenditure Summary as hereby adopted or as amended from time-to-time by the Travis County Healthcare District Board of Managers.
3. The following Programs of the Travis County Healthcare District Fiscal Year 2012 Budget include the following line items from the Travis County Healthcare District Budget Line Item Expenditure Detail (as seen in Attachment B):

HEALTHCARE DELIVERY includes personnel expenses with line items 07.01 through 27.10, operating expenses with line items 30.01 through 85.03, and healthcare services with line items 61.05 through 98.50.

ADMINISTRATION includes personnel expenses with line items 05.20 through 27.10 and operating expenses with line items 07.01 through 98.92.

TAX COLLECTION includes line items 60.03 and 60.04.

TOBACCO SETTLEMENT includes line items 72.00 through 72.30.

DISPROPORTIONATE SHARE PROGRAM includes line items 71.00 through 71.30.

RESERVES includes line items 98.60, 98.91, and 98.98.

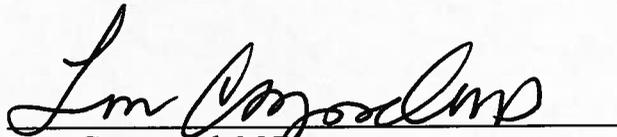
CAPITAL includes line items 81.12, 81.04, 81.02, and 80.02.

4. The Travis County Healthcare District Board of Managers may amend the **DISPROPORTIONATE SHARE PROGRAM** (line items 71.00 through 71.30) and the associated revenue line items if the Board determines that such amendments are necessary to receive funding available under the Medicaid Disproportionate Share Hospital program and/or the Medicaid Upper Payment Limit Program and to reflect the appropriate pass-through of funds received.

5. The Travis County Healthcare District Board of Managers may amend the TOBACCO SETTLEMENT PROGRAM (line items 72.00 through 72.30) and the associated revenue line items if the Board determines that such amendments are necessary to receive funding available under the Tobacco Settlement Permanent Trust Account and to reflect the appropriate pass-through of funds received.

ADOPTED this 14th day of September, 2011.

TRAVIS COUNTY HEALTHCARE DISTRICT BOARD OF MANAGERS

A handwritten signature in black ink, appearing to read "Tom Coopwood", is written over a horizontal line.

Tom Coopwood, M.D.
Chairperson



CENTRAL HEALTH

Fiscal Year 2012 Proposed Budget Executive Summary

Who We Are

The Travis County Healthcare District (doing business as "Central Health"), was created by vote of the Travis County electorate in May 2004. Its purpose is the provision of medical and hospital care to eligible residents of Travis County, a responsibility that was previously shared by Travis County and the City of Austin prior to Central Health's creation. Central Health's mission is to create access to healthcare for those who need it most.

While Texas law defines eligible residents as individuals at or below 21% of the federal poverty level (currently \$4,693 for a family of 4), Central Health defines its identified population as uninsured or underinsured residents up to 200% of the federal poverty level (currently \$44,700 for a family of four).

Fiscal Year 2012 Budget

Central Health has adopted the role of community steward in considering its responsibility to those in need of services and to all Travis County taxpayers. Central Health developed this fiscal year 2012 budget to help support the most appropriate level of care to our target population and to assure that taxpayer dollars are used in the most effective manner possible.

From its inception in fiscal year 2005, Central Health has worked consistently to fulfill its mission of creating access to healthcare for those who need it most. Over the last seven years, Central Health has steadily increased the provision of healthcare services to its population and has worked with a variety of healthcare providers and stakeholders to augment and improve the healthcare safety net here in Travis County. At the same time, Central Health has gradually but steadily increased its revenue and expenditures to carry out its mission: in fiscal year 2005, total expenditures were \$58.5 million; in fiscal year 2012, total expenditures in this preliminary budget are \$118 million.

Over its history, Central Health has benefitted significantly from its ownership of University Medical Center Brackenridge (UMCB), a level one trauma center. Central Health leases UMCB to the Seton Healthcare Family under a long-term arrangement and receives base and additional lease rent that has contributed to its ability to expand service. In addition, UMCB and other Seton facilities provide acute and specialty care services for the eligible low-income and uninsured population that Central Health serves.

Central Health has been prudent with its tax rate since its inception and has adopted the effective tax rate (the rate that brings in the same amount of tax revenue as the prior year) for the last two years. Although Central Health had budgeted to spend down some of its excess reserves in prior years, it had never done so due to positive revenue and expense variances in each of those years. However, for the first time since inception, in the current fiscal year 2011, Central Health will in fact spend some of the reserves that it budgeted to spend in order to deliver needed services to the community.

Central Health's current tax rate (fiscal year 2011) is 7.19. This proposed 2012 budget includes a total tax rate of 7.89 cents per \$100 of assessed value, with an operating tax rate of 7.74 cents, a 6.5% increase above the effective operations and maintenance tax rate of 7.27 cents. In addition, Central Health will levy a debt service tax rate of .15 cents to pay its budgeted 2012 debt service of \$1.4 million. The debt service tax rate will provide debt service funds for Certificates of Obligation that fund the purchase and renovation of a large



CENTRAL HEALTH

Fiscal Year 2012 Proposed Budget Executive Summary

facility in southeast Travis County and a portion of the construction cost of Central Health's North Central Community Health Center, the remainder of which was funded with Federal grant dollars.

Together, these two facilities will comprise the hubs of Central Health's service area, which are complemented by 20 other facilities offering a variety of services. These sites are operated by Central Health's affiliated entity, CommUnityCare, a 501(c)(3), non-profit corporation. Central Health and CommUnityShare are "co-applicants" in that they share the Federally Qualified Health Center designation from the Federal government that allows the sites to receive pharmacy discounts and enhanced reimbursement for services funded by Medicaid.

In fiscal year 2012, Central Health will continue to fund the expanded network of providers it has assembled over the last several years and will also fund the start-up of a Medicaid HMO, Sendero Health Plans. Sendero intends to provide Medicaid managed care services in an eight-county region here in Central Texas and will also assume the medical management of Central Health's Medical Access Program enrollees. The following are highlights of the District's fiscal year 2012 operating budget:

- It includes a total tax rate of 7.89 cents per \$100 of assessed valuation, with an operating rate of 7.74 cents and a debt service rate of .15 cents;
- It includes the use of \$19.8 million in total reserves, \$12.5 million of which will come from a reserve of \$27.6 million established to capitalize Sendero Health Plans over its initial five years of operation;
- It includes a total of \$8.7 million more in budgeted property tax revenue, \$7.3 of which is for service delivery and operations and \$1.4 of which is for debt service;
- It continues the practice of budgeting additional lease revenue from University Medical Center Brackenridge and the Dell Children's Medical Center;
- It continues the same level of enhanced primary care visits as the 2011 amended budget and includes an increased payment of \$3 million to CommUnityCare for the operation of new or expanded sites;
- It continues the enhanced level of funding provided in the amended 2011 budget of \$7.9 million for inpatient mental health services; and
- It includes \$3.0 million in unallocated service expansion funds that can be used to fund additional services or projects currently not funded in this preliminary budget.

Capital Budget

Capital Budget (\$1.85 M): The FY2012 capital budget includes the following:

- \$1 million for information technology equipment, including additional data needs for expansion and relocation of facilities, replacement of computers and peripheral equipment, etc.;
- \$500,000 for potential expansion site needs; and
- \$350,000 for capital maintenance for the Community Health Centers;

Following this narrative are two budget schedules. The first is a one-page revenue and expense summary budget for fiscal years 2011 and 2012 (Attachment A) and the second is a six-page detailed expense budget for fiscal years 2011 and 2012 that breaks out the components of Central Health's Healthcare Delivery Program and Administration Program (Attachment B).



CENTRAL HEALTH

Attachment A

**Fiscal Year 2011 and Proposed FY 2012
Revenue and Expense Summary Budget**

| DESCRIPTION | FY 2011 BUDGET AS AMENDED | FY 2012 PROPOSED BUDGET |
|---|------------------------------|-------------------------------|
| TAX RATE | 0.0719 | 0.0789 |
| SOURCES OF FUNDS | | |
| Property Tax Revenue | 66,431,022 | 75,073,380 |
| Seton Lease-Base Revenue | 1,096,656 | 1,096,656 |
| Seton Lease-Additional Revenue | 28,389,113 | 27,353,875 |
| Interest Revenue | 1,800,000 | 800,000 |
| Tobacco Litigation Settlement Revenue | 1,400,000 | 1,300,000 |
| UTMB Contract Revenue | 58,740 | 58,740 |
| Contributions from Reserves | 17,281,203 | 19,797,981 |
| Total Sources | 116,456,734 | 125,480,632 |
| USES OF FUNDS | | |
| Healthcare Delivery Expense | 109,559,283 | 118,188,333 |
| Administration Expense | 6,095,471 | 6,410,121 |
| Sendero Risk-Based Capital | - | - |
| Tax Collection Expense | 801,980 | 882,178 |
| Total Uses | 116,456,734 | 125,480,632 |
| RESERVES | | |
| Capital | 6,568,394 | - |
| HMO - Risk-Based Capital | - | 15,083,000 |
| Contingency Reserve (formerly Allocated Reserve) | 26,045,842 | 41,974,471 |
| Emergency Reserve (formerly Unallocated Reserve) | 56,947,672 | 35,792,220 |
| Total Reserves | 89,561,908 | 92,849,691 |
| CAPITAL BUDGET | | |
| Land | - | - |
| Building | - | - |
| Facility Improvements | 12,612,000 | 850,000 |
| Equipment & Information Systems | 910,400 | 1,000,000 |
| Total Capital | 13,522,400 | 1,850,000 |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|-----------------------------|---|---------------------------------|--------------|-------------------------------|--------------|
| HEALTH CARE DELIVERY | | | | | |
| | Personnel Expenses | | | | |
| 07.01 | Salaries - Regular Salaries | 2,135,594 | | 1,468,766 | |
| 20.02 | Benefits - FICA Tax-OASDI | 126,065 | | 90,447 | |
| 20.03 | Benefits - Hospitalization | 184,826 | | 206,532 | |
| 20.04 | Benefits - Life Insurance | 3,043 | | 1,834 | |
| 20.05 | Benefits - Retirement Contribution 401a | 130,640 | | 83,233 | |
| 20.05 | Benefits - Def Comp 457 | 21,202 | | 10,357 | |
| 20.06 | Benefits - Worker's Compensation | 6,762 | | 6,762 | |
| 20.07 | Benefits - FICA Tax-Medicare | 30,966 | | 21,298 | |
| 20.08 | Benefits - Dental | 10,143 | | 9,886 | |
| 20.09 | Benefits - LTD/STD | 6,390 | | 4,028 | |
| 20.10 | Benefits - Other 2011 | 1,747 | | - | |
| 20.10 | Benefits - Back up Care 2011 | 1,761 | | - | |
| 20.10 | Benefits - Other 2012 | - | | 3,508 | |
| 25.00 | PTO | 148,427 | | 138,631 | |
| 27.10 | Benefits-Unemployment | 7,325 | | 7,325 | |
| 20.10 | Benefits - Cell Phone Allowance | - | | 416 | |
| 20.10 | Salary/Benefits - Backcharges & Vacancy Savings | - | | (255,506) | |
| | Subtotal Personnel Expenses | 2,814,890 | 2.42% | 1,797,517 | 1.43% |
| | Operating Expenses | | | | |
| 30.01 | Supplies - Supplies, Equip & Furniture | 63,589 | | 29,740 | |
| 30.02 | Supplies - Software | 7,500 | | 2,500 | |
| 30.03 | Supplies-Hardware | 21,600 | | 6,600 | |
| 30.05 | Supplies-MInor tools, office furniture | 21,034 | | 9,334 | |
| 30.16 | Supplies - Meetings & Refreshments | 1,528 | | 1,000 | |
| 40.07 | Professional Svc - Consulting | 690,000 | | 410,000 | |
| 40.12 | Professional Svc - Legal | 50,000 | | 50,000 | |
| 40.99 | Professional Svc - Other Professional Services | 350,900 | | 123,900 | |
| 41.02 | Communication - Postage/Freight | 10,158 | | 20,075 | |
| 41.06 | Cellular Phone | 1,440 | | 1,440 | |
| 42.02 | Routine Travel - Auto Mileage-Employees | 4,855 | | 4,855 | |
| 42.06 | Contracted Transportation | 2,820 | | 2,820 | |
| 48.01 | Public Utility Svcs - Utilities | 4,000 | | - | |
| 48.04 | Water | 2,000 | | - | |
| 48.05 | Waste Disposal | 1,200 | | - | |
| 60.27 | Printing/Copying | 85,000 | | 85,000 | |
| 60.29 | Advertising | 3,120 | | 50,000 | |
| 60.50 | Custodial | 38,875 | | - | |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|--------------|-------------------------------|--------------|
| 60.52 | Security | 44,000 | | - | |
| 61.03 | Rent - Office Equipment | 6,280 | | 6,000 | |
| 61.04 | Rents & Leases (property) | 90,400 | | - | |
| 64.06 | Employee Relations | 20,000 | | - | |
| 65.01 | Prof Dev - Subscriptions & Publications | 5,060 | | 2,560 | |
| 65.02 | Prof Dev-Professional Memberships | 3,500 | | 1,300 | |
| 65.03 | Prof Dev-Travel Meals & Lodging | 8,108 | | 3,108 | |
| 65.04 | Prof Dev - Training & Seminars | 21,200 | | 9,200 | |
| 65.05 | Prof Dev-Professional Licenses | 1,500 | | 1,000 | |
| 84.01 | Depreciation | 2,500,000 | | 2,800,000 | |
| 84.01 | Addback for non-financial use | - | | (2,800,000) | |
| 85.03 | Payments-Certificates of Obligation | 157,000 | | 1,456,378 | |
| | Subtotal Operating Expense | 4,216,667 | 3.62% | 2,276,810 | 1.81% |
| | Healthcare Services | | | | |
| 61.05 | Rental equipment(MAP) | 3,000 | 0.00% | 3,000 | 0.00% |
| 62.76 | OAC-Transportation(MAP, non emergency & EMS) | 381,560 | 0.33% | 396,822 | 0.32% |
| 62.77 | OAC-Other Medical (MAP) | 200,000 | 0.17% | 100,000 | 0.08% |
| 62.78 | OAC-Dental Services (MAP) | 791,711 | 0.68% | 596,711 | 0.48% |
| 62.79 | OAC-ICC Medicalder(MAP) | 164,760 | 0.14% | 164,760 | 0.13% |
| 62.80 | OAC-Childrens Optimal Health | 35,000 | 0.03% | 35,000 | 0.03% |
| 62.81 | OAC-Continuity Clinic-Paul Bass | 709,647 | 0.61% | 709,647 | 0.57% |
| 62.81 | OAC-Paul Bass Specialty Care | 462,000 | 0.40% | 462,000 | 0.37% |
| 62.82 | OAC-Other Primary Care (El Buen) | 1,020,000 | 0.88% | 1,020,000 | 0.81% |
| 62.82 | OAC-Other Primary Care (Lone Star Circle of Care) | 3,025,160 | 2.60% | 3,029,995 | 2.41% |
| 62.82 | OAC-Other Primary Care (Blackstock) | 202,045 | 0.17% | 202,045 | 0.16% |
| 62.82 | OAC-Urgent Care | 115,000 | 0.10% | 115,000 | 0.09% |
| 62.83 | Medicaid Payments - Regional UPL | 26,900,000 | 23.10% | 24,000,000 | 19.13% |
| 62.85 | Third Party Administrator | 1,434,215 | 1.23% | - | 0.00% |
| 62.85 | Sendero - medical and claims management | - | 0.00% | 2,682,300 | 2.14% |
| 62.85 | OAC-Three Share Program | 194,180 | 0.17% | - | 0.00% |
| 62.86 | OAC-Specialty Care-Vislon | 117,277 | 0.10% | 117,277 | 0.09% |
| 62.87 | OAC-Seton Brack Pharmacy | 171,670 | 0.15% | 171,670 | 0.14% |
| 62.89 | OAC-Austin Cancer Centers | 334,000 | 0.29% | 334,000 | 0.27% |
| 62.89 | OAC-Orthotics | 27,000 | 0.02% | 27,000 | 0.02% |
| 62.90 | OAC -CommUnityCare | 36,263,878 | 31.14% | 38,393,926 | 30.60% |
| 62.91 | OAC - Seton Hospital | 4,140,697 | 3.56% | 4,251,734 | 3.39% |
| 62.91 | OAC - Seton Hospital (High Risk OB Clinic) | (600,000) | -0.52% | (600,000) | -0.48% |
| 62.92 | OAC - UTMB | 3,900,000 | 3.35% | 3,900,000 | 3.11% |
| 62.91 | Seton Community Centers | 250,000 | 0.21% | - | 0.00% |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|-------------------------------------|---------------------------------|---------------|-------------------------------|---------------|
| 62.93 | OAC - People's Comm Clinic | 948,295 | 0.81% | 1,048,000 | 0.84% |
| 62.94 | OAC - Women's Services | 450,000 | 0.39% | - | 0.00% |
| 62.95 | OAC - Other (Project Access) | 330,000 | 0.28% | 330,000 | 0.26% |
| 62.98 | OAC - ICC | 1,141,275 | 0.98% | 1,141,275 | 0.91% |
| 62.97 | OAC - Pharmacy Program | 4,503,160 | 3.87% | 4,391,525 | 3.50% |
| 62.99 | OAC - Seton/Other Mental Health | 8,190,319 | 7.03% | 8,190,319 | 6.53% |
| 62.99 | United Way | 700,000 | 0.60% | 700,000 | 0.56% |
| 62.99 | Samaritan Health Ministries | 100,000 | 0.09% | - | 0.00% |
| 62.99 | Recuperative Care Beds | 300,000 | 0.26% | 300,000 | 0.24% |
| 62.99 | Volunteer Healthcare Clinic | 100,000 | 0.09% | 100,000 | 0.08% |
| 62.99 | HMO Start-up | 2,500,000 | 2.15% | 2,300,000 | 1.83% |
| 98.50 | Service Expansion Funds | 1,521,877 | 1.31% | 3,000,000 | 2.39% |
| 98.50 | Sendero paid-in capital | 1,500,000 | 1.29% | 12,500,000 | 9.96% |
| | Subtotal Healthcare Services | 102,527,726 | 88.04% | 114,114,006 | 90.94% |
| | Total Healthcare Delivery | 109,559,283 | 94.08% | 118,188,333 | 94.19% |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|-----------------------|---|---------------------------------|--------------|-------------------------------|--------------|
| ADMINISTRATION | | | | | |
| | Personnel Expenses | | | | |
| 07.01 | Salaries - Regular Salaries-Operations | 2,273,317 | | 2,650,793 | |
| 07.91 | Salaries - Reserve | 250,000 | | 200,000 | |
| 20.02 | Benefits - FICA Tax-OASDI | 112,024 | | 144,512 | |
| 20.03 | Benefits - Hospitalization | 175,974 | | 294,454 | |
| 20.04 | Benefits - Life Insurance | 2,897 | | 3,404 | |
| 20.05 | Benefits - Retirement Contribution 401a | 124,615 | | 154,546 | |
| 20.05 | Benefits - Def Comp 457 | 20,186 | | 26,616 | |
| 20.06 | Benefits - Worker's Compensation | 6,438 | | 6,438 | |
| 20.07 | Benefits - FICA Tax-Medicare | 30,556 | | 38,359 | |
| 20.08 | Benefits - Dental | 9,657 | | 10,020 | |
| 20.09 | Benefits - LTD/STD | 6,084 | | 6,249 | |
| 20.10 | Benefits - Other 2011 | 1,663 | | - | |
| 20.10 | Benefits - Back up Care 2011 | 2,500 | | - | |
| 20.10 | Benefits - Other 2012 | - | | 4,163 | |
| 25.00 | PTO | 175,411 | | 251,801 | |
| 27.10 | Benefits-Unemployment | 6,794 | | 6,795 | |
| 20.10 | Benefits - Cell Phone Allowance | - | | 6,036 | |
| 05.20 | Salaries - Administrator's Car Allowance | - | | 5,000 | |
| 20.10 | Benefits - Employee Relocation Expense | - | | 5,000 | |
| 20.10 | Salary/Benefits - Backcharges & Vacancy Savings | - | | (450,858) | |
| | Subtotal Personnel Expenses | 3,198,117 | 2.75% | 3,363,328 | 2.66% |
| | Operating Expenses | | | | |
| 05.20 | Salaries - Administrator's Car Allowance | 5,000 | | - | |
| 30.01 | Supplies - Supples, Equip & Furniture | 21,600 | | 21,600 | |
| 30.02 | Supplies - Software | 23,245 | | 23,245 | |
| 30.03 | Supplies-Hardware | 33,000 | | 33,000 | |
| 30.05 | Supplies-Minor tools, office furniture | 3,000 | | 3,000 | |
| 30.11 | General Maintenance | 62,355 | | 62,355 | |
| 30.16 | Supplies - Meetings & Refreshments | 10,250 | | 10,250 | |
| 40.05 | Professional Svc - Auditing | 40,000 | | 55,000 | |
| 40.06 | Professional Svc - Accounting | 21,000 | | 21,000 | |
| 40.07 | Professional Svc - Consulting | 483,620 | | 483,620 | |
| 40.08 | Professional Svc - Data - IT Support | 133,650 | | 133,650 | |
| 40.09 | Bank Fees | 6,000 | | 6,000 | |
| 40.12 | Professional Svc - Legal | 611,500 | | 611,500 | |
| 40.99 | Professional Svc - Other Professional Services | 11,100 | | 6,100 | |
| 41.02 | Communication - Postage/Freight | 3,870 | | 3,870 | |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|-------|-------------------------------|-------|
| 41.06 | Cellular Phone | 7,744 | | 1,708 | |
| 42.02 | Routine Travel - Auto Mileage-Employees | 5,300 | | 5,300 | |
| 42.06 | Contracted Transportation | 1,200 | | 1,200 | |
| 42.07 | Routine Travel - Travel, Meals & Lodging | 5,000 | | 5,000 | |
| 42.09 | Business Meetings & Meals | 4,000 | | 4,000 | |
| 44.01 | Insurance - General Insurance Premium | 99,526 | | 99,526 | |
| 48.01 | Public Utility Svcs - Utilities | 26,700 | | 32,100 | |
| 48.02 | Public Utility Svcs - Telephone Lines | 1,700 | | 1,700 | |
| 48.04 | Water | 8,400 | | 10,400 | |
| 48.05 | Waste Disposal | 4,400 | | 5,600 | |
| 48.06 | Gas | 5,946 | | 5,946 | |
| 60.08 | OPS-Contracted Employees | 26,000 | | 26,000 | |
| 61.02 | Rent - Land & Buildings | 32,600 | | 32,600 | |
| 60.27 | Printing | 54,500 | | 54,500 | |
| 60.29 | Advertising (Includes \$25,000 public notice) | 92,250 | | 92,250 | |
| 60.37 | OPS-Retirement fees | 12,000 | | 12,000 | |
| 60.37 | OPS-Benefit Services | 86,500 | | 86,500 | |
| 60.40 | OPS - Reimbursed Services - Travis County | 88,351 | | 108,351 | |
| 60.50 | OPS-CAN | 25,000 | | 25,000 | |
| 60.50 | Custodial | 85,900 | | 124,775 | |
| 60.52 | Security | 51,670 | | 95,670 | |
| 60.53 | Records storage | 8,965 | | 8,965 | |
| 61.03 | Rent - Office Equipment | 28,000 | | 28,000 | |
| 61.04 | Rents & Leases (property) | - | | 94,000 | |
| 64.05 | Employee Training - Employee Relocation Exp | 5,000 | | - | |
| 64.06 | Employee Relations | 17,000 | | 42,000 | |
| 65.01 | Prof Dev - Subscriptions & Publications | 12,700 | | 12,700 | |
| 65.02 | Prof Dev-Professional Memberships | 9,323 | | 34,323 | |
| 65.03 | Prof Dev-Travel Meals & Lodging | 19,250 | | 19,250 | |
| 65.04 | Prof Dev - Training & Seminars | 36,064 | | 36,064 | |
| 65.05 | Prof Dev-Professional Licenses | 675 | | 675 | |
| 75.21 | Misc - Legislative Services | 163,200 | | 163,200 | |
| 75.22 | Misc - Employment Recruiting | 3,300 | | 3,300 | |
| 98.92 | Reserve for property insurance, utilities | 400,000 | | 300,000 | |
| | Subtotal Operating Expense | 2,897,354 | 2.49% | 3,046,793 | 2.43% |
| | Total Administration | 6,095,471 | 5.23% | 6,410,121 | 5.11% |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|----------------|-------------------------------|----------------|
| | Tax Collection | | | | |
| 60.03 | OPS - Appraisal District Svcs | 371,980 | | 409,178 | |
| 60.04 | OPS - Tax Collector | 430,000 | | 473,000 | |
| | Subtotal Tax Collection Expense | 801,980 | 0.69% | 882,178 | 0.70% |
| | Tobacco Settlement | | | | |
| 72.00 | Tobacco Settlement Rcvd-payable to Travis County | 268,576 | | 143,000 | |
| 72.20 | Tobacco Settlement Paid to Travis County | (268,576) | | (143,000) | |
| 72.10 | Tobacco Settlement Received-payable to Seton | 632,500 | | 338,000 | |
| 72.30 | Tobacco Settlement Paid to Seton | (632,500) | | (338,000) | |
| | Subtotal Tobacco Settlement | - | | - | |
| | Disproportionate Share Program | | | | |
| 71.00 | Disproportionate Share/Upper Payment Limit IGT sent | 70,786,418 | | 42,423,584 | |
| 71.20 | Disproportionate Share/Upper Payment Limit IGT sent | (70,786,418) | | (42,423,584) | |
| 71.10 | Disproportionate Share Received payable to Seton | 17,252,548 | | 10,339,765 | |
| 71.30 | Disproportionate Share Paid - Seton | (17,252,548) | | (10,339,765) | |
| | Subtotal Disproportionate Share | - | | - | |
| | TOTAL EXPENSE | 116,456,734 | 100.00% | 125,480,632 | 100.00% |
| | Tax Collection Expense | (801,980) | | (882,178) | |
| | TOTAL EXPENSE LESS PASS THROUGH & TAX COLLECTION | 115,654,754 | | 124,598,454 | |
| | RESERVES | | | | |
| 98.60 | Capital Reserve | 6,568,394 | | - | |
| 98.91 | HMO - Risk-Based Capital | - | | 15,083,000 | |
| 98.91 | Contingency Reserve (formerly Allocated Reserve) | 26,300,842 | | 41,974,471 | |
| 98.98 | Emergency Reserve (formerly Unallocated Reserve) | 56,947,672 | | 35,792,220 | |
| | Total | 89,816,908 | | 92,849,691 | |
| | CAPITAL BUDGET | | | | |
| 81.12 | Land | - | | - | |
| 81.04 | Building | - | | - | |
| 81.02 | Facility Improvements | 12,612,000 | | 850,000 | |
| 80.02 | Equipment & Information Systems | 910,400 | | 1,000,000 | |
| | Total Capital | 13,522,400 | | 1,850,000 | |

DONE IN OPEN MEETING on September 20, 2011.

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



CENTRAL HEALTH

Attachment A

**Fiscal Year 2011 and Proposed FY 2012
Revenue and Expense Summary Budget**

| DESCRIPTION | FY 2011 BUDGET AS AMENDED | FY 2012 PROPOSED BUDGET |
|---|------------------------------|-------------------------------|
| TAX RATE | 0.0719 | 0.0789 |
| SOURCES OF FUNDS | | |
| Property Tax Revenue | 66,431,022 | 75,073,380 |
| Seton Lease-Base Revenue | 1,096,656 | 1,096,656 |
| Seton Lease-Additional Revenue | 28,389,113 | 27,353,875 |
| Interest Revenue | 1,800,000 | 800,000 |
| Tobacco Litigation Settlement Revenue | 1,400,000 | 1,300,000 |
| UTMB Contract Revenue | 58,740 | 58,740 |
| Contributions from Reserves | 17,281,203 | 19,797,981 |
| Total Sources | 116,456,734 | 125,480,632 |
| USES OF FUNDS | | |
| Healthcare Delivery Expense | 109,559,283 | 118,188,333 |
| Administration Expense | 6,095,471 | 6,410,121 |
| Sendero Risk-Based Capital | - | - |
| Tax Collection Expense | 801,980 | 882,178 |
| Total Uses | 116,456,734 | 125,480,632 |
| RESERVES | | |
| Capital | 6,568,394 | - |
| HMO - Risk-Based Capital | - | 15,083,000 |
| Contingency Reserve (formerly Allocated Reserve) | 26,045,842 | 41,974,471 |
| Emergency Reserve (formerly Unallocated Reserve) | 56,947,672 | 35,792,220 |
| Total Reserves | 89,561,908 | 92,849,691 |
| CAPITAL BUDGET | | |
| Land | - | - |
| Building | - | - |
| Facility Improvements | 12,612,000 | 850,000 |
| Equipment & Information Systems | 910,400 | 1,000,000 |
| Total Capital | 13,522,400 | 1,850,000 |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|-----------------------------|---|---------------------------------|--------------|-------------------------------|--------------|
| HEALTH CARE DELIVERY | | | | | |
| | Personnel Expenses | | | | |
| 07.01 | Salaries - Regular Salaries | 2,135,594 | | 1,468,766 | |
| 20.02 | Benefits - FICA Tax-OASDI | 126,065 | | 90,447 | |
| 20.03 | Benefits - Hospitalization | 184,826 | | 206,532 | |
| 20.04 | Benefits - Life Insurance | 3,043 | | 1,834 | |
| 20.05 | Benefits - Retirement Contribution 401a | 130,640 | | 83,233 | |
| 20.05 | Benefits - Def Comp 457 | 21,202 | | 10,357 | |
| 20.06 | Benefits - Worker's Compensation | 6,762 | | 6,762 | |
| 20.07 | Benefits - FICA Tax-Medicare | 30,966 | | 21,298 | |
| 20.08 | Benefits - Dental | 10,143 | | 9,886 | |
| 20.09 | Benefits - LTD/STD | 6,390 | | 4,028 | |
| 20.10 | Benefits - Other 2011 | 1,747 | | - | |
| 20.10 | Benefits - Back up Care 2011 | 1,761 | | - | |
| 20.10 | Benefits - Other 2012 | - | | 3,508 | |
| 25.00 | PTO | 148,427 | | 138,631 | |
| 27.10 | Benefits-Unemployment | 7,325 | | 7,325 | |
| 20.10 | Benefits - Cell Phone Allowance | - | | 416 | |
| 20.10 | Salary/Benefits - Backcharges & Vacancy Savings | - | | (255,506) | |
| | Subtotal Personnel Expenses | 2,814,890 | 2.42% | 1,797,517 | 1.43% |
| | Operating Expenses | | | | |
| 30.01 | Supplies - Supplies, Equip & Furniture | 63,589 | | 29,740 | |
| 30.02 | Supplies - Software | 7,500 | | 2,500 | |
| 30.03 | Supplies-Hardware | 21,600 | | 6,600 | |
| 30.05 | Supplies-Minor tools, office furniture | 21,034 | | 9,334 | |
| 30.16 | Supplies - Meetings & Refreshments | 1,528 | | 1,000 | |
| 40.07 | Professional Svc - Consulting | 690,000 | | 410,000 | |
| 40.12 | Professional Svc - Legal | 50,000 | | 50,000 | |
| 40.99 | Professional Svc - Other Professional Services | 350,900 | | 123,900 | |
| 41.02 | Communication - Postage/Freight | 10,158 | | 20,075 | |
| 41.06 | Cellular Phone | 1,440 | | 1,440 | |
| 42.02 | Routine Travel - Auto Mileage-Employees | 4,855 | | 4,855 | |
| 42.06 | Contracted Transportation | 2,820 | | 2,820 | |
| 48.01 | Public Utility Svcs - Utilities | 4,000 | | - | |
| 48.04 | Water | 2,000 | | - | |
| 48.05 | Waste Disposal | 1,200 | | - | |
| 60.27 | Printing/Copying | 85,000 | | 85,000 | |
| 60.29 | Advertising | 3,120 | | 50,000 | |
| 60.50 | Custodial | 38,875 | | - | |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|--------------|-------------------------------|--------------|
| 60.52 | Security | 44,000 | | - | |
| 61.03 | Rent - Office Equipment | 6,280 | | 6,000 | |
| 61.04 | Rents & Leases (property) | 90,400 | | - | |
| 64.06 | Employee Relations | 20,000 | | - | |
| 65.01 | Prof Dev - Subscriptions & Publications | 5,060 | | 2,560 | |
| 65.02 | Prof Dev-Professional Memberships | 3,500 | | 1,300 | |
| 65.03 | Prof Dev-Travel Meals & Lodging | 8,108 | | 3,108 | |
| 65.04 | Prof Dev - Training & Seminars | 21,200 | | 9,200 | |
| 65.05 | Prof Dev-Professional Licenses | 1,500 | | 1,000 | |
| 84.01 | Depreciation | 2,500,000 | | 2,800,000 | |
| 84.01 | Addback for non-financial use | - | | (2,800,000) | |
| 85.03 | Payments-Certificates of Obligation | 157,000 | | 1,456,378 | |
| | Subtotal Operating Expense | 4,216,667 | 3.62% | 2,276,810 | 1.81% |
| | Healthcare Services | | | | |
| 61.05 | Rental equipment(MAP) | 3,000 | 0.00% | 3,000 | 0.00% |
| 62.76 | OAC-Transportation(MAP, non emergency & EMS) | 381,560 | 0.33% | 396,822 | 0.32% |
| 62.77 | OAC-Other Medical (MAP) | 200,000 | 0.17% | 100,000 | 0.08% |
| 62.78 | OAC-Dental Services (MAP) | 791,711 | 0.68% | 596,711 | 0.48% |
| 62.79 | OAC-ICC Medicaider(MAP) | 164,760 | 0.14% | 164,760 | 0.13% |
| 62.80 | OAC-Childrens Optimal Health | 35,000 | 0.03% | 35,000 | 0.03% |
| 62.81 | OAC-Continuity Clinic-Paul Bass | 709,647 | 0.61% | 709,647 | 0.57% |
| 62.81 | OAC-Paul Bass Specialty Care | 462,000 | 0.40% | 462,000 | 0.37% |
| 62.82 | OAC-Other Primary Care (El Buen) | 1,020,000 | 0.88% | 1,020,000 | 0.81% |
| 62.82 | OAC-Other Primary Care (Lone Star Circle of Care) | 3,025,160 | 2.60% | 3,029,995 | 2.41% |
| 62.82 | OAC-Other Primary Care (Blackstock) | 202,045 | 0.17% | 202,045 | 0.16% |
| 62.82 | OAC-Urgent Care | 115,000 | 0.10% | 115,000 | 0.09% |
| 62.83 | Medicaid Payments - Regional UPL | 26,900,000 | 23.10% | 24,000,000 | 19.13% |
| 62.85 | Third Party Administrator | 1,434,215 | 1.23% | - | 0.00% |
| 62.85 | Sendero - medical and claims management | - | 0.00% | 2,682,300 | 2.14% |
| 62.85 | OAC-Three Share Program | 194,180 | 0.17% | - | 0.00% |
| 62.86 | OAC-Specialty Care-Vision | 117,277 | 0.10% | 117,277 | 0.09% |
| 62.87 | OAC-Seton Brack Pharmacy | 171,670 | 0.15% | 171,670 | 0.14% |
| 62.89 | OAC-Austin Cancer Centers | 334,000 | 0.29% | 334,000 | 0.27% |
| 62.89 | OAC-Orthotics | 27,000 | 0.02% | 27,000 | 0.02% |
| 62.90 | OAC -CommUnityCare | 36,263,878 | 31.14% | 38,393,926 | 30.60% |
| 62.91 | OAC - Seton Hospital | 4,140,697 | 3.56% | 4,251,734 | 3.39% |
| 62.91 | OAC - Seton Hospital (High Risk OB Clinic) | (600,000) | -0.52% | (600,000) | -0.48% |
| 62.92 | OAC - UTMB | 3,900,000 | 3.35% | 3,900,000 | 3.11% |
| 62.91 | Seton Community Centers | 250,000 | 0.21% | - | 0.00% |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|-------------------------------------|---------------------------------|---------------|-------------------------------|---------------|
| 62.93 | OAC - People's Comm Clinic | 948,295 | 0.81% | 1,048,000 | 0.84% |
| 62.94 | OAC - Women's Services | 450,000 | 0.39% | - | 0.00% |
| 62.95 | OAC - Other (Project Access) | 330,000 | 0.28% | 330,000 | 0.26% |
| 62.96 | OAC - ICC | 1,141,275 | 0.98% | 1,141,275 | 0.91% |
| 62.97 | OAC - Pharmacy Program | 4,503,160 | 3.87% | 4,391,525 | 3.50% |
| 62.99 | OAC - Seton/Other Mental Health | 8,190,319 | 7.03% | 8,190,319 | 6.53% |
| 62.99 | United Way | 700,000 | 0.60% | 700,000 | 0.56% |
| 62.99 | Samaritan Health Ministries | 100,000 | 0.09% | - | 0.00% |
| 62.99 | Recuperative Care Beds | 300,000 | 0.26% | 300,000 | 0.24% |
| 62.99 | Volunteer Healthcare Clinic | 100,000 | 0.09% | 100,000 | 0.08% |
| 62.99 | HMO Start-up | 2,500,000 | 2.15% | 2,300,000 | 1.83% |
| 98.50 | Service Expansion Funds | 1,521,877 | 1.31% | 3,000,000 | 2.39% |
| 98.50 | Sendero paid-in capital | 1,500,000 | 1.29% | 12,500,000 | 9.96% |
| | Subtotal Healthcare Services | 102,527,726 | 88.04% | 114,114,006 | 90.94% |
| | Total Healthcare Delivery | 109,559,283 | 94.08% | 118,188,333 | 94.19% |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|-----------------------|---|---------------------------------|--------------|-------------------------------|--------------|
| ADMINISTRATION | | | | | |
| | Personnel Expenses | | | | |
| 07.01 | Salaries - Regular Salaries-Operations | 2,273,317 | | 2,650,793 | |
| 07.91 | Salaries - Reserve | 250,000 | | 200,000 | |
| 20.02 | Benefits - FICA Tax-OASDI | 112,024 | | 144,512 | |
| 20.03 | Benefits - Hospitalization | 175,974 | | 294,454 | |
| 20.04 | Benefits - Life Insurance | 2,897 | | 3,404 | |
| 20.05 | Benefits - Retirement Contribution 401a | 124,615 | | 154,546 | |
| 20.05 | Benefits - Def Comp 457 | 20,186 | | 26,616 | |
| 20.06 | Benefits - Worker's Compensation | 6,438 | | 6,438 | |
| 20.07 | Benefits - FICA Tax-Medicare | 30,556 | | 38,359 | |
| 20.08 | Benefits - Dental | 9,657 | | 10,020 | |
| 20.09 | Benefits - LTD/STD | 6,084 | | 6,249 | |
| 20.10 | Benefits - Other 2011 | 1,663 | | - | |
| 20.10 | Benefits - Back up Care 2011 | 2,500 | | - | |
| 20.10 | Benefits - Other 2012 | - | | 4,163 | |
| 25.00 | PTO | 175,411 | | 251,801 | |
| 27.10 | Benefits-Unemployment | 6,794 | | 6,795 | |
| 20.10 | Benefits - Cell Phone Allowance | - | | 6,036 | |
| 05.20 | Salaries - Administrator's Car Allowance | - | | 5,000 | |
| 20.10 | Benefits - Employee Relocation Expense | - | | 5,000 | |
| 20.10 | Salary/Benefits - Backcharges & Vacancy Savings | - | | (450,858) | |
| | Subtotal Personnel Expenses | 3,198,117 | 2.75% | 3,363,328 | 2.68% |
| | Operating Expenses | | | | |
| 05.20 | Salaries - Administrator's Car Allowance | 5,000 | | - | |
| 30.01 | Supplies - Supplies, Equip & Furniture | 21,600 | | 21,600 | |
| 30.02 | Supplies - Software | 23,245 | | 23,245 | |
| 30.03 | Supplies-Hardware | 33,000 | | 33,000 | |
| 30.05 | Supplies-Minor tools, office furniture | 3,000 | | 3,000 | |
| 30.11 | General Maintenance | 62,355 | | 62,355 | |
| 30.16 | Supplies - Meetings & Refreshments | 10,250 | | 10,250 | |
| 40.05 | Professional Svc - Auditing | 40,000 | | 55,000 | |
| 40.06 | Professional Svc - Accounting | 21,000 | | 21,000 | |
| 40.07 | Professional Svc - Consulting | 483,620 | | 483,620 | |
| 40.08 | Professional Svc - Data - IT Support | 133,650 | | 133,650 | |
| 40.09 | Bank Fees | 6,000 | | 6,000 | |
| 40.12 | Professional Svc - Legal | 611,500 | | 611,500 | |
| 40.99 | Professional Svc - Other Professional Services | 11,100 | | 6,100 | |
| 41.02 | Communication - Postage/Freight | 3,870 | | 3,870 | |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|--------------|-------------------------------|--------------|
| 41.06 | Cellular Phone | 7,744 | | 1,708 | |
| 42.02 | Routine Travel - Auto Mileage-Employees | 5,300 | | 5,300 | |
| 42.06 | Contracted Transportation | 1,200 | | 1,200 | |
| 42.07 | Routine Travel - Travel, Meals & Lodging | 5,000 | | 5,000 | |
| 42.09 | Business Meetings & Meals | 4,000 | | 4,000 | |
| 44.01 | Insurance - General Insurance Premium | 99,526 | | 99,526 | |
| 48.01 | Public Utility Svcs - Utilities | 26,700 | | 32,100 | |
| 48.02 | Public Utility Svcs - Telephone Lines | 1,700 | | 1,700 | |
| 48.04 | Water | 8,400 | | 10,400 | |
| 48.05 | Waste Disposal | 4,400 | | 5,600 | |
| 48.06 | Gas | 5,946 | | 5,946 | |
| 60.08 | OPS-Contracted Employees | 26,000 | | 26,000 | |
| 61.02 | Rent - Land & Buildings | 32,600 | | 32,600 | |
| 60.27 | Printing | 54,500 | | 54,500 | |
| 60.29 | Advertising (includes \$25,000 public notice) | 92,250 | | 92,250 | |
| 60.37 | OPS-Retirement fees | 12,000 | | 12,000 | |
| 60.37 | OPS-Benefit Services | 86,500 | | 86,500 | |
| 60.40 | OPS - Reimbursed Services - Travis County | 88,351 | | 108,351 | |
| 60.50 | OPS-CAN | 25,000 | | 25,000 | |
| 60.50 | Custodial | 85,900 | | 124,775 | |
| 60.52 | Security | 51,670 | | 95,670 | |
| 60.53 | Records storage | 8,965 | | 8,965 | |
| 61.03 | Rent - Office Equipment | 28,000 | | 28,000 | |
| 61.04 | Rents & Leases (property) | - | | 94,000 | |
| 64.05 | Employee Training - Employee Relocation Exp | 5,000 | | - | |
| 64.06 | Employee Relations | 17,000 | | 42,000 | |
| 65.01 | Prof Dev - Subscriptions & Publications | 12,700 | | 12,700 | |
| 65.02 | Prof Dev-Professional Memberships | 9,323 | | 34,323 | |
| 65.03 | Prof Dev-Travel Meals & Lodging | 19,250 | | 19,250 | |
| 65.04 | Prof Dev - Training & Seminars | 36,064 | | 36,064 | |
| 65.05 | Prof Dev-Professional Licenses | 675 | | 675 | |
| 75.21 | Misc - Legislative Services | 163,200 | | 163,200 | |
| 75.22 | Misc - Employment Recruiting | 3,300 | | 3,300 | |
| 98.92 | Reserve for property insurance, utilities | 400,000 | | 300,000 | |
| | Subtotal Operating Expense | 2,897,354 | 2.49% | 3,046,793 | 2.43% |
| | Total Administration | 6,095,471 | 5.23% | 6,410,121 | 5.11% |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|----------------|-------------------------------|----------------|
| | Tax Collection | | | | |
| 60.03 | OPS - Appraisal District Svcs | 371,980 | | 409,178 | |
| 60.04 | OPS - Tax Collector | 430,000 | | 473,000 | |
| | Subtotal Tax Collection Expense | 801,980 | 0.68% | 882,178 | 0.70% |
| | Tobacco Settlement | | | | |
| 72.00 | Tobacco Settlement Rcvd-payable to Travis County | 268,576 | | 143,000 | |
| 72.20 | Tobacco Settlement Paid to Travis County | (268,576) | | (143,000) | |
| 72.10 | Tobacco Settlement Received-payable to Seton | 632,500 | | 338,000 | |
| 72.30 | Tobacco Settlement Paid to Seton | (632,500) | | (338,000) | |
| | Subtotal Tobacco Settlement | - | | | |
| | Disproportionate Share Program | | | | |
| 71.00 | Disproportionate Share/Upper Payment Limit IGT sent | 70,786,418 | | 42,423,584 | |
| 71.20 | Disproportionate Share/Upper Payment Limit IGT sent | (70,786,418) | | (42,423,584) | |
| 71.10 | Disproportionate Share Received payable to Seton | 17,252,548 | | 10,339,765 | |
| 71.30 | Disproportionate Share Paid - Seton | (17,252,548) | | (10,339,765) | |
| | Subtotal Disproportionate Share | - | | - | |
| | TOTAL EXPENSE | 116,456,734 | 100.00% | 125,480,632 | 100.00% |
| | Tax Collection Expense | (801,980) | | (882,178) | |
| | TOTAL EXPENSE LESS PASS THROUGH & TAX COLLECTION | 115,654,754 | | 124,598,454 | |
| | RESERVES | | | | |
| 98.60 | Capital Reserve | 6,568,394 | | - | |
| 98.91 | HMO - Risk-Based Capital | - | | 15,083,000 | |
| 98.91 | Contingency Reserve (formerly Allocated Reserve) | 26,300,842 | | 41,974,471 | |
| 98.98 | Emergency Reserve (formerly Unallocated Reserve) | 56,947,672 | | 35,792,220 | |
| | Total | 89,816,908 | | 92,849,691 | |
| | CAPITAL BUDGET | | | | |
| 81.12 | Land | - | | - | |
| 81.04 | Building | - | | - | |
| 81.02 | Facility Improvements | 12,612,000 | | 850,000 | |
| 80.02 | Equipment & Information Systems | 910,400 | | 1,000,000 | |
| | Total Capital | 13,522,400 | | 1,850,000 | |



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

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

Elected/Appointed Official/Dept. Head: Patricia A. Young Brown, Travis County Healthcare District d/b/a Central Health

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH 2011 TAX RATE:

- A. TOTAL MAINTENANCE AND OPERATIONS TAX RATE;
- B. TOTAL DEBT SERVICE TAX RATE; AND
- C. TOTAL AD VALOREM TAX RATE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

Please see attached documentation.

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached documentation.

REQUIRED AUTHORIZATIONS:

| | |
|---------------------------------|---------------|
| Planning and Budget Office | Leroy Nellis |
| County Attorney | John Hille |
| County Attorney | Beth Devery |
| County Auditor | Susan Spataro |
| Tax Assessor Collector's Office | Tien Dao |
| County Judge's Office | Cheryl Aker |
| Commissioners Court | Cheryl Aker |

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

Fiscal Year 2012 Proposed Budget Executive Summary

Who We Are

The Travis County Healthcare District (doing business as "Central Health"), was created by vote of the Travis County electorate in May 2004. Its purpose is the provision of medical and hospital care to eligible residents of Travis County, a responsibility that was previously shared by Travis County and the City of Austin prior to Central Health's creation. Central Health's mission is to create access to healthcare for those who need it most.

While Texas law defines eligible residents as individuals at or below 21% of the federal poverty level (currently \$4,693 for a family of 4), Central Health defines its identified population as uninsured or underinsured residents up to 200% of the federal poverty level (currently \$44,700 for a family of four).

Fiscal Year 2012 Budget

Central Health has adopted the role of community steward in considering its responsibility to those in need of services and to all Travis County taxpayers. Central Health developed this fiscal year 2012 budget to help support the most appropriate level of care to our target population and to assure that taxpayer dollars are used in the most effective manner possible.

From its inception in fiscal year 2005, Central Health has worked consistently to fulfill its mission of creating access to healthcare for those who need it most. Over the last seven years, Central Health has steadily increased the provision of healthcare services to its population and has worked with a variety of healthcare providers and stakeholders to augment and improve the healthcare safety net here in Travis County. At the same time, Central Health has gradually but steadily increased its revenue and expenditures to carry out its mission: in fiscal year 2005, total expenditures were \$58.5 million; in fiscal year 2012, total expenditures in this preliminary budget are \$118 million.

Over its history, Central Health has benefitted significantly from its ownership of University Medical Center Brackenridge (UMCB), a level one trauma center. Central Health leases UMCB to the Seton Healthcare Family under a long-term arrangement and receives base and additional lease rent that has contributed to its ability to expand service. In addition, UMCB and other Seton facilities provide acute and specialty care services for the eligible low-income and uninsured population that Central Health serves.

Central Health has been prudent with its tax rate since its inception and has adopted the effective tax rate (the rate that brings in the same amount of tax revenue as the prior year) for the last two years. Although Central Health had budgeted to spend down some of its excess reserves in prior years, it had never done so due to positive revenue and expense variances in each of those years. However, for the first time since inception, in the current fiscal year 2011, Central Health will in fact spend some of the reserves that it budgeted to spend in order to deliver needed services to the community.

Central Health's current tax rate (fiscal year 2011) is 7.19. This proposed 2012 budget includes a total tax rate of 7.89 cents per \$100 of assessed value, with an operating tax rate of 7.74 cents, a 6.5% increase above the effective operations and maintenance tax rate of 7.27 cents. In addition, Central Health will levy a debt service tax rate of .15 cents to pay its budgeted 2012 debt service of \$1.4 million. The debt service tax rate will provide debt service funds for Certificates of Obligation that fund the purchase and renovation of a large



CENTRAL HEALTH

Fiscal Year 2012 Proposed Budget Executive Summary

facility in southeast Travis County and a portion of the construction cost of Central Health's North Central Community Health Center, the remainder of which was funded with Federal grant dollars.

Together, these two facilities will comprise the hubs of Central Health's service area, which are complemented by 20 other facilities offering a variety of services. These sites are operated by Central Health's affiliated entity, CommUnityCare, a 501(c)(3), non-profit corporation. Central Health and CommUnityShare are "co-applicants" in that they share the Federally Qualified Health Center designation from the Federal government that allows the sites to receive pharmacy discounts and enhanced reimbursement for services funded by Medicaid.

In fiscal year 2012, Central Health will continue to fund the expanded network of providers it has assembled over the last several years and will also fund the start-up of a Medicaid HMO, Sendero Health Plans. Sendero intends to provide Medicaid managed care services in an eight-county region here in Central Texas and will also assume the medical management of Central Health's Medical Access Program enrollees. The following are highlights of the District's fiscal year 2012 operating budget:

- It includes a total tax rate of 7.89 cents per \$100 of assessed valuation, with an operating rate of 7.74 cents and a debt service rate of .15 cents;
- It includes the use of \$19.8 million in total reserves, \$12.5 million of which will come from a reserve of \$27.6 million established to capitalize Sendero Health Plans over its initial five years of operation;
- It includes a total of \$8.7 million more in budgeted property tax revenue, \$7.3 of which is for service delivery and operations and \$1.4 of which is for debt service;
- It continues the practice of budgeting additional lease revenue from University Medical Center Brackenridge and the Dell Children's Medical Center;
- It continues the same level of enhanced primary care visits as the 2011 amended budget and includes an increased payment of \$3 million to CommUnityCare for the operation of new or expanded sites;
- It continues the enhanced level of funding provided in the amended 2011 budget of \$7.9 million for inpatient mental health services; and
- It includes \$3.0 million in unallocated service expansion funds that can be used to fund additional services or projects currently not funded in this preliminary budget.

Capital Budget

Capital Budget (\$1.85 M): The FY2012 capital budget includes the following:

- \$1 million for information technology equipment, including additional data needs for expansion and relocation of facilities, replacement of computers and peripheral equipment, etc.;
- \$500,000 for potential expansion site needs; and
- \$350,000 for capital maintenance for the Community Health Centers;

Following this narrative are two budget schedules. The first is a one-page revenue and expense summary budget for fiscal years 2011 and 2012 (Attachment A) and the second is a six-page detailed expense budget for fiscal years 2011 and 2012 that breaks out the components of Central Health's Healthcare Delivery Program and Administration Program (Attachment B).



CENTRAL HEALTH

Attachment A

**Fiscal Year 2011 and Proposed FY 2012
Revenue and Expense Summary Budget**

| DESCRIPTION | FY 2011 BUDGET AS AMENDED | FY 2012 PROPOSED BUDGET |
|---|------------------------------|-------------------------------|
| TAX RATE | 0.0719 | 0.0789 |
| SOURCES OF FUNDS | | |
| Property Tax Revenue | 66,431,022 | 75,073,380 |
| Seton Lease-Base Revenue | 1,096,656 | 1,096,656 |
| Seton Lease-Additional Revenue | 28,389,113 | 27,353,875 |
| Interest Revenue | 1,800,000 | 800,000 |
| Tobacco Litigation Settlement Revenue | 1,400,000 | 1,300,000 |
| UTMB Contract Revenue | 58,740 | 58,740 |
| Contributions from Reserves | 17,281,203 | 19,797,981 |
| Total Sources | 116,456,734 | 125,480,632 |
| USES OF FUNDS | | |
| Healthcare Delivery Expense | 109,559,283 | 118,188,333 |
| Administration Expense | 6,095,471 | 6,410,121 |
| Sendero Risk-Based Capital | - | - |
| Tax Collection Expense | 801,980 | 882,178 |
| Total Uses | 116,456,734 | 125,480,632 |
| RESERVES | | |
| Capital | 6,568,394 | - |
| HMO - Risk-Based Capital | - | 15,083,000 |
| Contingency Reserve (formerly Allocated Reserve) | 26,045,842 | 41,974,471 |
| Emergency Reserve (formerly Unallocated Reserve) | 56,947,672 | 35,792,220 |
| Total Reserves | 89,561,908 | 92,849,691 |
| CAPITAL BUDGET | | |
| Land | - | - |
| Building | - | - |
| Facility Improvements | 12,612,000 | 850,000 |
| Equipment & Information Systems | 910,400 | 1,000,000 |
| Total Capital | 13,522,400 | 1,850,000 |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|-----------------------------|---|---------------------------------|--------------|-------------------------------|--------------|
| HEALTH CARE DELIVERY | | | | | |
| | Personnel Expenses | | | | |
| 07.01 | Salaries - Regular Salaries | 2,135,594 | | 1,468,766 | |
| 20.02 | Benefits - FICA Tax-OASDI | 126,065 | | 90,447 | |
| 20.03 | Benefits - Hospitalization | 184,826 | | 206,532 | |
| 20.04 | Benefits - Life Insurance | 3,043 | | 1,834 | |
| 20.05 | Benefits - Retirement Contribution 401a | 130,640 | | 83,233 | |
| 20.05 | Benefits - Def Comp 457 | 21,202 | | 10,357 | |
| 20.06 | Benefits - Worker's Compensation | 6,762 | | 6,762 | |
| 20.07 | Benefits - FICA Tax-Medicare | 30,966 | | 21,298 | |
| 20.08 | Benefits - Dental | 10,143 | | 9,886 | |
| 20.09 | Benefits - LTD/STD | 6,390 | | 4,028 | |
| 20.10 | Benefits - Other 2011 | 1,747 | | - | |
| 20.10 | Benefits - Back up Care 2011 | 1,761 | | - | |
| 20.10 | Benefits - Other 2012 | - | | 3,508 | |
| 25.00 | PTO | 148,427 | | 138,831 | |
| 27.10 | Benefits-Unemployment | 7,325 | | 7,325 | |
| 20.10 | Benefits - Cell Phone Allowance | - | | 416 | |
| 20.10 | Salary/Benefits - Backcharges & Vacancy Savings | - | | (255,508) | |
| | Subtotal Personnel Expenses | 2,814,890 | 2.42% | 1,797,517 | 1.43% |
| | Operating Expenses | | | | |
| 30.01 | Supplies - Supplies, Equip & Furniture | 63,589 | | 29,740 | |
| 30.02 | Supplies - Software | 7,500 | | 2,500 | |
| 30.03 | Supplies-Hardware | 21,600 | | 6,600 | |
| 30.05 | Supplies-Minor tools, office furniture | 21,034 | | 9,334 | |
| 30.16 | Supplies - Meetings & Refreshments | 1,528 | | 1,000 | |
| 40.07 | Professional Svc - Consulting | 690,000 | | 410,000 | |
| 40.12 | Professional Svc - Legal | 50,000 | | 50,000 | |
| 40.99 | Professional Svc - Other Professional Services | 350,900 | | 123,900 | |
| 41.02 | Communication - Postage/Freight | 10,158 | | 20,075 | |
| 41.06 | Cellular Phone | 1,440 | | 1,440 | |
| 42.02 | Routine Travel - Auto Mileage-Employees | 4,855 | | 4,855 | |
| 42.06 | Contracted Transportation | 2,820 | | 2,820 | |
| 48.01 | Public Utility Svcs - Utilities | 4,000 | | - | |
| 48.04 | Water | 2,000 | | - | |
| 48.05 | Waste Disposal | 1,200 | | - | |
| 60.27 | Printing/Copying | 85,000 | | 85,000 | |
| 60.29 | Advertising | 3,120 | | 50,000 | |
| 60.50 | Custodial | 38,875 | | - | |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|--------------|-------------------------------|--------------|
| 60.52 | Security | 44,000 | | - | |
| 61.03 | Rent - Office Equipment | 6,280 | | 6,000 | |
| 61.04 | Rents & Leases (property) | 90,400 | | - | |
| 64.06 | Employee Relations | 20,000 | | - | |
| 65.01 | Prof Dev - Subscriptions & Publications | 5,060 | | 2,560 | |
| 65.02 | Prof Dev-Professional Memberships | 3,500 | | 1,300 | |
| 65.03 | Prof Dev-Travel Meals & Lodging | 8,108 | | 3,108 | |
| 65.04 | Prof Dev - Training & Seminars | 21,200 | | 9,200 | |
| 65.05 | Prof Dev-Professional Licenses | 1,500 | | 1,000 | |
| 84.01 | Depreciation | 2,500,000 | | 2,800,000 | |
| 84.01 | Addback for non-financial use | - | | (2,800,000) | |
| 85.03 | Payments-Certificates of Obligation | 157,000 | | 1,456,378 | |
| | Subtotal Operating Expense | 4,216,667 | 3.62% | 2,276,810 | 1.81% |
| | Healthcare Services | | | | |
| 61.05 | Rental equipment(MAP) | 3,000 | 0.00% | 3,000 | 0.00% |
| 62.76 | OAC-Transportation(MAP, non emergency & EMS) | 381,580 | 0.33% | 396,822 | 0.32% |
| 62.77 | OAC-Other Medical (MAP) | 200,000 | 0.17% | 100,000 | 0.08% |
| 62.78 | OAC-Dental Services (MAP) | 791,711 | 0.68% | 596,711 | 0.48% |
| 62.79 | OAC-ICC Medicaid(MAP) | 164,760 | 0.14% | 164,760 | 0.13% |
| 62.80 | OAC-Childrens Optimal Health | 35,000 | 0.03% | 35,000 | 0.03% |
| 62.81 | OAC-Continuity Clinic-Paul Bass | 709,647 | 0.61% | 709,647 | 0.67% |
| 62.81 | OAC-Paul Bass Specialty Care | 482,000 | 0.40% | 482,000 | 0.37% |
| 62.82 | OAC-Other Primary Care (El Buen) | 1,020,000 | 0.88% | 1,020,000 | 0.81% |
| 62.82 | OAC-Other Primary Care (Lone Star Circle of Care) | 3,025,160 | 2.60% | 3,029,995 | 2.41% |
| 62.82 | OAC-Other Primary Care (Blackstock) | 202,045 | 0.17% | 202,045 | 0.16% |
| 62.82 | OAC-Urgent Care | 115,000 | 0.10% | 115,000 | 0.09% |
| 62.83 | Medicaid Payments - Regional UPL | 26,900,000 | 23.10% | 24,000,000 | 19.13% |
| 62.85 | Third Party Administrator | 1,434,215 | 1.23% | - | 0.00% |
| 62.85 | Sendero - medical and claims management | - | 0.00% | 2,682,300 | 2.14% |
| 62.85 | OAC-Three Share Program | 184,180 | 0.17% | - | 0.00% |
| 62.86 | OAC-Specialty Care-Vision | 117,277 | 0.10% | 117,277 | 0.09% |
| 62.87 | OAC-Seton Brack Pharmacy | 171,670 | 0.15% | 171,670 | 0.14% |
| 62.89 | OAC-Austin Cancer Centers | 334,000 | 0.29% | 334,000 | 0.27% |
| 62.89 | OAC-Orthotics | 27,000 | 0.02% | 27,000 | 0.02% |
| 62.90 | OAC -CommUnityCare | 36,263,878 | 31.14% | 38,393,926 | 30.60% |
| 62.91 | OAC - Seton Hospital | 4,140,897 | 3.56% | 4,251,734 | 3.39% |
| 62.91 | OAC - Seton Hospital (High Risk OB Clinic) | (600,000) | -0.62% | (600,000) | -0.48% |
| 62.92 | OAC - UTMB | 3,900,000 | 3.35% | 3,900,000 | 3.11% |
| 62.91 | Seton Community Centers | 260,000 | 0.21% | - | 0.00% |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|-------------------------------------|---------------------------------|---------------|-------------------------------|---------------|
| 62.93 | OAC - People's Comm Clinic | 948,295 | 0.81% | 1,048,000 | 0.84% |
| 62.94 | OAC - Women's Services | 450,000 | 0.39% | - | 0.00% |
| 62.95 | OAC - Other (Project Access) | 330,000 | 0.28% | 330,000 | 0.28% |
| 62.96 | OAC - ICC | 1,141,275 | 0.98% | 1,141,275 | 0.91% |
| 62.97 | OAC - Pharmacy Program | 4,503,160 | 3.87% | 4,391,525 | 3.50% |
| 62.99 | OAC - Seton/Other Mental Health | 8,190,318 | 7.03% | 8,190,318 | 6.53% |
| 62.99 | United Way | 700,000 | 0.60% | 700,000 | 0.56% |
| 62.99 | Samaritan Health Ministries | 100,000 | 0.09% | - | 0.00% |
| 62.99 | Recuperative Care Beds | 300,000 | 0.26% | 300,000 | 0.24% |
| 62.99 | Volunteer Healthcare Clinic | 100,000 | 0.08% | 100,000 | 0.08% |
| 62.99 | HMO Start-up | 2,500,000 | 2.15% | 2,300,000 | 1.83% |
| 98.50 | Service Expansion Funds | 1,521,877 | 1.31% | 3,000,000 | 2.39% |
| 98.50 | Sendero paid-in capital | 1,500,000 | 1.29% | 12,500,000 | 9.96% |
| | Subtotal Healthcare Services | 102,527,726 | 88.04% | 114,114,006 | 90.94% |
| | Total Healthcare Delivery | 109,559,283 | 94.08% | 118,188,333 | 94.19% |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|-----------------------|---|---------------------------------|--------------|-------------------------------|--------------|
| ADMINISTRATION | | | | | |
| | Personnel Expenses | | | | |
| 07.01 | Salaries - Regular Salaries-Operations | 2,273,317 | | 2,650,793 | |
| 07.91 | Salaries - Reserve | 250,000 | | 200,000 | |
| 20.02 | Benefits - FICA Tax-OASDI | 112,024 | | 144,512 | |
| 20.03 | Benefits - Hospitalization | 175,974 | | 294,454 | |
| 20.04 | Benefits - Life Insurance | 2,897 | | 3,404 | |
| 20.05 | Benefits - Retirement Contribution 401a | 124,615 | | 154,546 | |
| 20.05 | Benefits - Def Comp 457 | 20,186 | | 26,616 | |
| 20.06 | Benefits - Worker's Compensation | 6,438 | | 6,438 | |
| 20.07 | Benefits - FICA Tax-Medicare | 30,556 | | 38,359 | |
| 20.08 | Benefits - Dental | 9,657 | | 10,020 | |
| 20.09 | Benefits - LTD/STD | 6,084 | | 6,249 | |
| 20.10 | Benefits - Other 2011 | 1,663 | | - | |
| 20.10 | Benefits - Back up Care 2011 | 2,500 | | - | |
| 20.10 | Benefits - Other 2012 | - | | 4,163 | |
| 25.00 | PTO | 175,411 | | 251,801 | |
| 27.10 | Benefits-Unemployment | 6,794 | | 6,795 | |
| 20.10 | Benefits - Cell Phone Allowance | - | | 6,036 | |
| 05.20 | Salaries - Administrator's Car Allowance | - | | 5,000 | |
| 20.10 | Benefits - Employee Relocation Expense | - | | 5,000 | |
| 20.10 | Salary/Benefits - Backcharges & Vacancy Savings | - | | (450,858) | |
| | Subtotal Personnel Expenses | 3,198,117 | 2.75% | 3,363,328 | 2.68% |
| | Operating Expenses | | | | |
| 05.20 | Salaries - Administrator's Car Allowance | 5,000 | | - | |
| 30.01 | Supplies - Supplies, Equip & Furniture | 21,600 | | 21,600 | |
| 30.02 | Supplies - Software | 23,245 | | 23,245 | |
| 30.03 | Supplies-Hardware | 33,000 | | 33,000 | |
| 30.05 | Supplies-Minor tools, office furniture | 3,000 | | 3,000 | |
| 30.11 | General Maintenance | 62,355 | | 62,355 | |
| 30.16 | Supplies - Meetings & Refreshments | 10,250 | | 10,250 | |
| 40.05 | Professional Svc - Auditing | 40,000 | | 55,000 | |
| 40.06 | Professional Svc - Accounting | 21,000 | | 21,000 | |
| 40.07 | Professional Svc - Consulting | 483,620 | | 483,620 | |
| 40.08 | Professional Svc - Data - IT Support | 133,650 | | 133,650 | |
| 40.09 | Bank Fees | 6,000 | | 6,000 | |
| 40.12 | Professional Svc - Legal | 611,500 | | 611,500 | |
| 40.99 | Professional Svc - Other Professional Services | 11,100 | | 6,100 | |
| 41.02 | Communication - Postage/Freight | 3,870 | | 3,870 | |



CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|--------------|-------------------------------|--------------|
| 41.06 | Cellular Phone | 7,744 | | 1,708 | |
| 42.02 | Routine Travel - Auto Mileage-Employees | 5,300 | | 5,300 | |
| 42.06 | Contracted Transportation | 1,200 | | 1,200 | |
| 42.07 | Routine Travel - Travel, Meals & Lodging | 5,000 | | 5,000 | |
| 42.09 | Business Meetings & Meals | 4,000 | | 4,000 | |
| 44.01 | Insurance - General Insurance Premium | 99,528 | | 99,528 | |
| 48.01 | Public Utility Svcs - Utilities | 26,700 | | 32,100 | |
| 48.02 | Public Utility Svcs - Telephone Lines | 1,700 | | 1,700 | |
| 48.04 | Water | 8,400 | | 10,400 | |
| 48.05 | Waste Disposal | 4,400 | | 5,600 | |
| 48.06 | Gas | 5,946 | | 5,946 | |
| 60.08 | OPS-Contracted Employees | 26,000 | | 26,000 | |
| 61.02 | Rent - Land & Buildings | 32,600 | | 32,600 | |
| 60.27 | Printing | 54,500 | | 54,500 | |
| 60.29 | Advertising (includes \$25,000 public notice) | 92,250 | | 92,250 | |
| 60.37 | OPS-Retirement fees | 12,000 | | 12,000 | |
| 60.37 | OPS-Benefit Services | 86,500 | | 86,500 | |
| 60.40 | OPS - Reimbursed Services - Travis County | 88,351 | | 108,351 | |
| 60.50 | OPS-CAN | 25,000 | | 25,000 | |
| 60.50 | Custodial | 85,900 | | 124,775 | |
| 60.52 | Security | 51,670 | | 95,670 | |
| 60.53 | Records storage | 8,985 | | 8,985 | |
| 61.03 | Rent - Office Equipment | 28,000 | | 28,000 | |
| 61.04 | Rents & Leases (property) | - | | 94,000 | |
| 64.05 | Employee Training - Employee Relocation Exp | 5,000 | | - | |
| 64.06 | Employee Relations | 17,000 | | 42,000 | |
| 65.01 | Prof Dev - Subscriptions & Publications | 12,700 | | 12,700 | |
| 65.02 | Prof Dev-Professional Memberships | 9,323 | | 34,323 | |
| 65.03 | Prof Dev-Travel Meals & Lodging | 19,250 | | 19,250 | |
| 65.04 | Prof Dev - Training & Seminars | 36,064 | | 36,064 | |
| 65.05 | Prof Dev-Professional Licenses | 675 | | 675 | |
| 75.21 | Misc - Legislative Services | 163,200 | | 163,200 | |
| 75.22 | Misc - Employment Recruiting | 3,300 | | 3,300 | |
| 98.92 | Reserve for property insurance, utilities | 400,000 | | 300,000 | |
| | Subtotal Operating Expense | 2,897,354 | 2.49% | 3,046,793 | 2.43% |
| | Total Administration | 6,095,471 | 5.23% | 6,410,121 | 5.11% |

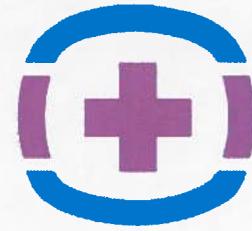


CENTRAL HEALTH

Attachment B

FY 2011 and Proposed FY 2012 Expense Detail

| ACCOUNT | DESCRIPTION | FY 2011 BUDGET AS AMENDED | % | FY 2012 PROPOSED BUDGET | % |
|---------|---|---------------------------------|----------------|-------------------------------|----------------|
| | Tax Collection | | | | |
| 60.03 | OPS - Appraisal District Svcs | 371,980 | | 409,178 | |
| 60.04 | OPS - Tax Collector | 430,000 | | 473,000 | |
| | Subtotal Tax Collection Expense | 801,980 | 0.69% | 882,178 | 0.70% |
| | Tobacco Settlement | | | | |
| 72.00 | Tobacco Settlement Rcvd-payable to Travis County | 268,576 | | 143,000 | |
| 72.20 | Tobacco Settlement Paid to Travis County | (268,576) | | (143,000) | |
| 72.10 | Tobacco Settlement Received-payable to Seton | 632,500 | | 338,000 | |
| 72.30 | Tobacco Settlement Paid to Seton | (632,500) | | (338,000) | |
| | Subtotal Tobacco Settlement | - | | | |
| | Disproportionate Share Program | | | | |
| 71.00 | Disproportionate Share/Upper Payment Limit IGT sent | 70,786,418 | | 42,423,584 | |
| 71.20 | Disproportionate Share/Upper Payment Limit IGT sent | (70,786,418) | | (42,423,584) | |
| 71.10 | Disproportionate Share Received payable to Seton | 17,252,548 | | 10,339,765 | |
| 71.30 | Disproportionate Share Paid - Seton | (17,252,548) | | (10,339,765) | |
| | Subtotal Disproportionate Share | - | | - | |
| | TOTAL EXPENSE | 116,456,734 | 100.00% | 125,480,632 | 100.00% |
| | Tax Collection Expense | (801,980) | | (882,178) | |
| | TOTAL EXPENSE LESS PASS THROUGH & TAX COLLECTION | 115,654,754 | | 124,598,454 | |
| | RESERVES | | | | |
| 98.60 | Capital Reserve | 6,568,394 | | - | |
| 98.91 | HMO - Risk-Based Capital | - | | 15,083,000 | |
| 98.91 | Contingency Reserve (formerly Allocated Reserve) | 26,300,842 | | 41,974,471 | |
| 98.98 | Emergency Reserve (formerly Unallocated Reserve) | 56,947,672 | | 35,792,220 | |
| | Total | 89,816,908 | | 92,849,691 | |
| | CAPITAL BUDGET | | | | |
| 81.12 | Land | - | | - | |
| 81.04 | Building | - | | - | |
| 81.02 | Facility Improvements | 12,612,000 | | 850,000 | |
| 80.02 | Equipment & Information Systems | 910,400 | | 1,000,000 | |
| | Total Capital | 13,522,400 | | 1,850,000 | |



CENTRAL HEALTH

**Presentation of
Proposed 2012 Budget
to Travis County
Commissioners Court**

September 20, 2011

Vision & Mission

Our Shared Vision

Central Texas is a model healthy community.

Our Mission

Central Health creates access to healthcare for those who need it most.

Commissioners Court Agenda Items

- Central Health Board of Managers approved our proposed 2012 budget on September 14
- We request that the Court approve these two agenda items - our proposed budget and our proposed tax rate
- We have made two presentations to the Court – July 19 and August 23
- We have provided narrative, budget summary, line item detail, and summary of public input

Chronology of 2012 Budget

| | | |
|-----------|---------------|-------------------------------|
| April 30 | Board Retreat | 5-Year Forecast |
| May 18 | Board Meeting | Draft budget |
| June 9 | B/F Committee | Reserves, revenue strategy |
| July 6 | Board Meeting | Draft budget |
| July 13 | B/F Committee | Additional scenarios |
| July 20 | Board Meeting | Draft budget |
| July 28 | B/F Committee | Tax rate, reserve policies |
| August 3 | Board Meeting | Draft budget (certified roll) |
| August 11 | S.C. Board | Tax rate, service expansion |
| August 17 | Board Meeting | Approve preliminary budget |

Summary of Received Communications Outside the Public Hearing Process

Communication from July - September 2011

- 39 Communications were received outside of the Public Hearing Process.
- 21 Travis County Residents opposed an increase to the Tax Rate.
- 2 Travis County Residents supported an increase to the Tax Rate.
- 14 Travis County Residents opposed Tax payer funding for abortion.
- 2 Travis County Residents supported funding for Other Specialized Services.

Change – Preliminary to Proposed Budget (millions)

| | <u>Prelim.</u> | <u>Proposed</u> |
|----------------------------|----------------|-----------------|
| Use of operating reserves | 7.3 | 7.3 |
| Sendero risk-based capital | <u>5.0</u> | <u>12.5</u> |
| Total use of reserves | 12.3 | 19.8 |

Texas Dept. of Insurance has requested a larger initial reserve for Sendero before they will grant Certificate of Authority - an increase of \$7.5 million.

Overview of 2012 Preliminary Budget

(in millions)

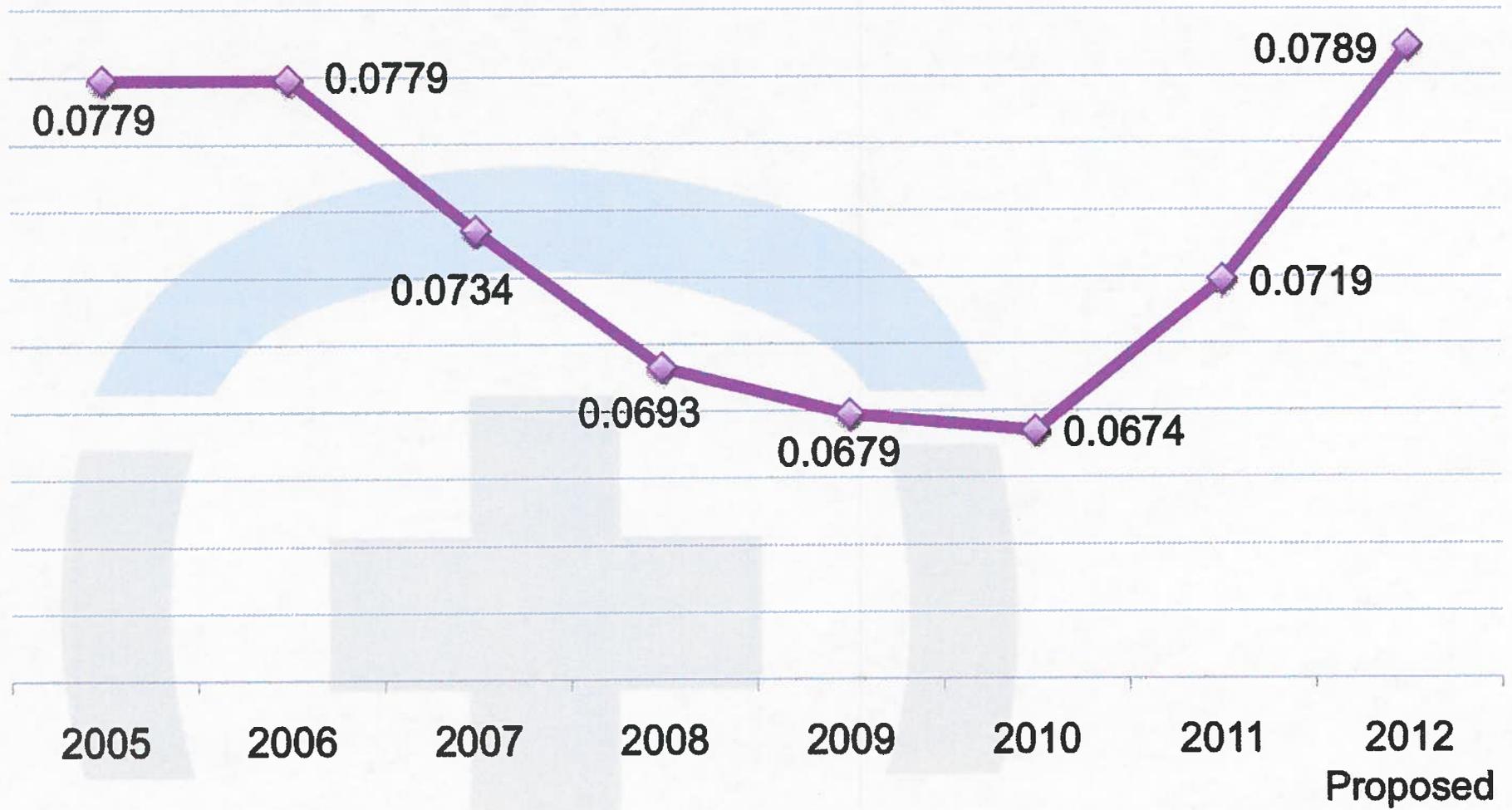
| | 2011 Amend. | 2012 Prelim. | 2012 Proposed | Change |
|-----------------------------------|----------------|-----------------|------------------|---------------|
| Property Tax Rate | \$.0719 | \$.0789 | \$.0789 | \$.0070 |
| Property Tax Revenue | \$66.4 | \$75.1 | \$75.1 | \$8.7 |
| Seton Lease | \$29.5 | \$28.5 | \$28.5 | \$(1.0) |
| Interest/Tobacco Settlement | \$3.2 | \$2.1 | \$2.1 | \$(1.1) |
| Use of Reserves | <u>\$ 17.3</u> | <u>\$ 12.3</u> | <u>\$19.8</u> | <u>\$ 2.5</u> |
| Total Sources of Funds | \$116.4 | \$118.0 | \$125.5 | \$9.1 |
| Healthcare Delivery | \$109.6 | \$110.7 | \$118.2 | \$8.6 |
| Administration | \$6.0 | \$6.4 | \$6.4 | \$0.4 |
| Tax Collection | <u>\$0.8</u> | <u>\$0.9</u> | <u>\$0.9</u> | <u>\$ 0.1</u> |
| Total Uses of Funds | \$116.4 | \$118.0 | 125.5 | \$9.1 |

Capital Improvement Projects

| | 2012 |
|------------------------|------------------|
| Facility Improvements | 850,000 |
| Information Technology | <u>1,000,000</u> |
| Total | 1,850,000 |

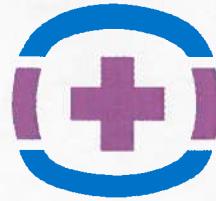
Central Health Tax Rate History

(per \$100 valuation)



Effect of Draft 2012 Tax Rate

| | 2011 | 2012 Draft |
|-------------------------|-----------|------------|
| Tax Rate | .0719 | .0789 |
| Average Homestead Value | \$217,814 | \$218,345 |
| Annual Tax Bill | \$156.61 | \$172.27 |
| Difference | - | \$15.66 |



CENTRAL HEALTH

Learn more about us at:

www.centralhealth.net

**TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH
BOARD OF MANAGERS**

RESOLUTION ADOPTING THE *AD VALOREM* TAX RATE FOR YEAR 2011

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

It is necessary to levy for the current 2011 Travis County Healthcare District d/b/a Central Health tax year *ad valorem* taxes on each \$100 valuation of all taxable property in the Travis County Healthcare District d/b/a Central Health as follows:

MAINTENANCE AND OPERATIONS :
\$.0774 Total Maintenance and Operations Tax

DEBT SERVICE:
\$.0015 Total Debt Service Tax

I. On motion by: Clarke Heidrick, and
 seconded by: Rebecca Lightsey.

The following was adopted by the Travis County Healthcare District d/b/a Central Health Board of Managers on September 14, 2011:

It is moved that the property tax rate be increased by the adoption of a tax rate of \$.0774 for maintenance and operations, which is effectively a six and one-half percent (6.5%) increase in the tax rate, and there is hereby levied for the current tax year an *ad valorem* tax of \$.0774 for each \$100 valuation of all taxable property for general operating purposes.

Voting in favor of the motion:

Tom Coopwood
Tom Coopwood, Chairperson

Rosie Mendoza
Rosie Mendoza, Vice-Chairperson

Brenda Coleman-Beattie
Brenda Coleman-Beattie, Secretary

absent
Frank Rodriguez, Treasurer

Katrina Daniel
Katrina Daniel, Manager

Anthony Haley
Anthony Haley, Manager

Clarke Heidrick
Clarke Heidrick, Manager

Lynne Hudson
Lynne Hudson, Manager

Rebecca Lightsey
Rebecca Lightsey, Manager

II. On motion by: Rosie Mendoza, and

Seconded by: Brenda Coleman-Beattie,

The following was adopted by the Travis County Healthcare District d/b/a Central Health Board of Managers on September 14, 2011:

There is hereby levied for the current tax year an *ad valorem* tax of \$.0015 for each \$100 valuation of all taxable property for debt service and to provide sinking funds and to pay interest on the outstanding debt issuances which include certificates of obligation.

Voting in favor of the Motion:

Tom Coopwood
Tom Coopwood, Chairperson

Rosie Mendoza
Rosie Mendoza, Vice-Chairperson

Brenda Coleman-Beattie
Brenda Coleman-Beattie, Secretary

absent
Frank Rodriguez, Treasurer

Katrina Daniel
Katrina Daniel, Manager

Anthony Halsey
Anthony Halsey, Manager

Clarke Heidrick
Clarke Heidrick, Manager

Lynne Hudson
Lynne Hudson, Manager

Rebecca Lightsey
Rebecca Lightsey, Manager

III. On motion by: Lynne Hudson, and
Seconded by: Anthony Haley.

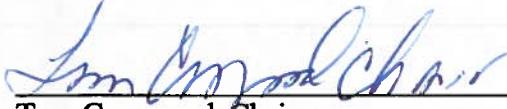
The following was adopted by the Commissioners Court for the Travis County Healthcare District on September 20, 2011:

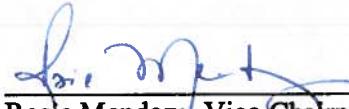
The two components of the Travis County Healthcare District for the current year having been approved in this resolution, property taxes are increased by the adoption of a tax rate of \$.0774 for maintenance and operations and there is hereby levied for the current tax year a total Travis County Healthcare District *ad valorem* tax of \$.0789 for each \$100 valuation of all taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.5 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$7.00.

Voting in favor of the motion:

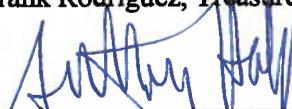

Tom Coopwood, Chairperson

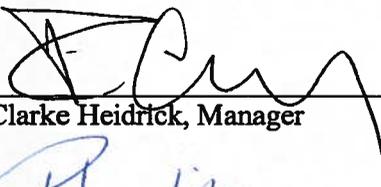

Rosie Mendoza, Vice-Chairperson


Brenda Coleman-Beattie, Secretary

absent
Frank Rodriguez, Treasurer


Katrina Daniel, Manager


Anthony Haley, Manager


Clarke Heidrick, Manager


Lynne Hudson, Manager


Rebecca Lightsey, Manager

AN ORDER OF THE COMMISSIONERS COURT RELATED TO
THE TRAVIS COUNTY HEALTHCARE DISTRICT
MAKING TAX LEVIES FOR THE TAX YEAR BEGINNING JANUARY 1, 2011

DATE: September 20, 2011

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

It is necessary to levy the following *ad valorem* taxes on each \$100 valuation of all taxable property in Travis County for the Travis County Healthcare District for the tax year beginning January 1, 2011, which will be due no later than January 31, 2012 at the following tax rates:

MAINTENANCE AND OPERATIONS:
\$.0774 Total Maintenance and Operations Tax

DEBT SERVICE:
\$.0015 Total Debt Service Tax

I. On motion by: _____, and
 Seconded by: _____,

The following was adopted by the Commissioners Court for the Travis County Healthcare District on September 20, 2011:

It is moved that the property tax rate be increased by the adoption of a tax rate of \$.0774 for maintenance and operations, which is effectively a six and one-half percent (6.5%) increase in the tax rate, and there is hereby levied for the current tax year an *ad valorem* tax of \$.0774 for each \$100 valuation of all taxable property for general operating purposes.

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

II. On motion by: _____, and

Seconded by: _____,

The following was adopted by the Commissioners Court for the Travis County Healthcare District on September 20, 2011:

There is hereby levied for the current tax year an *ad valorem* tax of \$.0015 for each \$100 valuation of all taxable property for debt service and to provide sinking funds and to pay interest on the outstanding debt issuances which include certificates of obligation.

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

III. On motion by: _____, and

Seconded by: _____,

The following was adopted by the Commissioners Court for the Travis County Healthcare District on September 20, 2011:

The two components of the Travis County Healthcare District for the current year having been approved in this order, property taxes are increased by the adoption of a tax rate of \$.0774 for maintenance and operations and there is hereby levied for the current tax year a total Travis County Healthcare District *ad valorem* tax of \$.0789 for each \$100 valuation of all taxable property.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.5 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$7.00.

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



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

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

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

Commissioners Court Sponsor: Judge Sam Biscoe

A handwritten signature in black ink, appearing to read "Leroy Nellis", is written over the printed name and extends into the right margin.

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

9/20/2011

AMENDMENTS

| BA# | FUND | DEPT/DIV | ACT | ELM/ OBI | Dept. | Line Item | Increase | Decrease | Pg # |
|------------|-------------|-----------------|------------|-----------------|--------------|----------------------|-----------------|-----------------|-------------|
| A1 | 001 | 9800 | 981 | 9891 | Reserves | CAR Reserves | | \$ 56,000 | 1 |
| | 001 | 4996 | 823 | 8020 | TNR | Automobiles & Trucks | \$ 56,000 | | |



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court
FROM: Bill Derryberry, Senior Planning and Budget Analyst *Bill Derryberry*
DATE: September 12, 2011
SUBJECT: TNR CAR Reserve Budget Amendment Request

Transportation and Natural Resources (TNR) is requesting a budget amendment of \$56,000 from the CAR Reserve (001-9800-981-9891) to the Automobiles & Trucks line-item (001-4996-823-8020) for two unrepairable vehicles in the Constable Precinct 1 (1) and the Constable Precinct 5 Office (1). There is an earmarked amount for Failing Vehicles in the FY 11 CAR Reserve. Please see the attached memorandum from TNR for further information on this request.

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

Cc: Steve Manilla, P.E., County Executive, TNR
Carol Joseph, Assistant Director, TNR
Mike Joyce, Fleet Manager, TNR
Cynthia McDonald, Financial Manager, TNR
Christina Jensen, Senior Financial Analyst, TNR
Danny Thomas, Constable Precinct 1
Bruce Elfant, Constable Precinct 5
Leroy Nellis, Acting County Executive, PBO

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER



411 West 13th Street
 Executive Office Building
 PO Box 1748
 Austin, Texas 78767
 Phone: (512) 854-9383
 Fax: (512) 854-4697

August 24, 2011

MEMORANDUM**TO:** Jessica Rio, Assistant Budget Manager, Planning & Budget Office**THROUGH:** Steve Manilla, County Executive, TNR**FROM:** Mike Joyce, Fleet Manager, TNR**SUBJECT:** Request Transfer of Earmark from CAR Reserve

TNR is requesting a transfer from the CAR Reserve (001-9800-981-9891) to TNR line item (001-4996-823-8020), of the earmark for unrepairable vehicles, in the amount of \$56,000. This is for the replacement purchase of two police sedans (Constable 1 & 5) that are unusable at this time. The \$56,000 is to cover both the vehicle cost and the rig out of the vehicles.

| Department | Type | Vehicle & Equipment |
|--------------|---------------|---------------------|
| Constable 1 | Sedan, Police | \$ 28,000 |
| Constable 5 | Sedan, Police | \$ 28,000 |
| Total | | \$ 56,000 |

Travis County Constable 1 vehicle # 2492 is a 2004 police sedan with 134,000 miles, and is used daily in their operation. At this time it is down for repairs due to engine and electrical failures. It will need engine rebuild or replacement and electrical components replacement at an estimated cost of \$3,000 plus. This will still leave you with a high mileage vehicle with many other components to go out and leave the vehicle unusable.

Travis County Constable 5 vehicle # 2596 is a 2005 police sedan with 144,500 miles, and is used daily in their operation. At this time it is down because of engine computer system failure. The unit is in need of other mechanical repairs due to high mileage. Estimated cost to get running is \$2,500. This will still leave you with a high mileage vehicle with many other components that could go out and leave the vehicle unusable.

These vehicles are not worth investing the time and money to repair at this time with such high mileage on them. There are many components such as brakes, tires, transmission, air conditioning and many more that could still fail at any time. The reliability and safety of these vehicles with high mileage on them is greatly decreased and therefore best to replace at this time.

I will request to purchase in stock units when available for quick turn around if so approved.

**cc: William Derryberry, PBO Analyst, Senior
Danny Thomas, Constable 1
Bruce Elfant, Constable 5
Christina Jensen, TNR Senior Financial Analyst**

Budget Adjustment: 29058

Fyr_ Budget Type: 2011-Reg

Author: 49 - MCDONALD, CYNTHIA

Created: 9/12/2011 8:41:44 AM

PBO Category: Amendment

Court Date: Tuesday, Sep 20 2011

Dept: RESERVES

Just: Other

To request transfer of earmarked funds from the CAR Reserve for failing vehicles. This is for the replacement purchase of two police sedans for Constables 1 (#2492) & 5 (#2596) that are unusable at this time.

| From Account | Acct Desc | Project | Proj Desc | Amount |
|-------------------|---------------------------|---------|-----------|--------|
| 001-9800-981-9891 | CAPITAL ACQUISTN RESERVES | | | 56,000 |
| | | | | 56,000 |
| To Account | | Project | | Amount |
| 001-4996-823-8020 | AUTOMOBILES & TRUCKS | | | 56,000 |
| | | | | 56,000 |

| Approvals | Dept | Approved By | Date Approved |
|-------------|------|------------------|----------------------|
| Originator | 49 | CYNTHIA MCDONALD | 9/12/2011 8:41:57 AM |
| DepOffice | 49 | CYNTHIA MCDONALD | 9/12/2011 8:42:00 AM |
| DepOfficeTo | 49 | CYNTHIA MCDONALD | 9/12/2011 8:42:06 AM |

PBO Recommended by Douglas 9-12-11
Revised by Kelly's 9/13/11

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 |
| (\$50,000) | County Attorney | 9/6/2011 | Outside counsel - Redistricting |
| \$9,034 | Various | 9/9/2011 | Canceled Purchase Orders |
| (\$315,000) | HHS | 9/12/2011 | Workforce Development Programs |
| \$4,774,866 | 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 |
| (\$300,000) | Indigent Attorney Fees for Capital Cases |
| (\$175,000) | Special Election for Senator Wentworth |
| (\$1,699,058) | Total Possible Future Expenses (Earmarks) |

\$3,075,808 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 | | | Beginning Balance |
| (\$22,500,000) | Facilities | 12/14/10 | Reimbursement Resolution-Land in Central Austin for Courthouse |
| | | | Reimbursement Resolution- ITS |
| (\$754,400) | ITS | 12/21/10 | Equipment |
| (\$3,948,400) | TNR | 12/21/10 | Reimbursement Resolution- Vehicles |
| (\$1,358,648) | Facilities | 3/22/11 | Reimbursement Resolution-Improving county-owned buildings |
| (\$1,405,000) | TNR | 3/22/11 | Reimbursement Resolution-Road Projects |
| \$595,000 | Facilities | 4/22/2011 | Return Reimbursement Resolution funds for Collier roof replacement |
| \$763,648 | Facilities | 6/17/2011 | Return Reimbursement Resolution 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: 9/20/2011, 9:00 AM, Voting Session

Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office, 854-9346

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, to continue the Child Abuse Victim Services Personnel Grant in the Travis County Sheriff's Office;
- B. Amendment to agreement with National and Community Service for the Coming of Age (formerly known as RSVP) grant in the Travis County Health and Human Services Department that will extend the current term by three months with no increase in funds and an additional three month extension with additional funds; and
- C. Permission to continue the Residential Substance Abuse Treatment Program in Juvenile Probation until the FY 12 agreement is fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This week's grant packet has three items. Item (A) is an annual grant contract in the Sheriff's Office to provide victim services. There is a small internally funded grant match. Item (B) is a contract amendment to increase the grant term of the Coming of Age grant. Item (C) is a permission to continue the Residential Substance Abuse Treatment program grant until Juvenile Probation receives the final grant contract.

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:

There is a small grant match for Item A that is internally funded.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office

County Judge's Office

Leroy Nellis

Cheryl Aker

TRAVIS COUNTY

9/20/2011

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 | PBO FTEs | Notes | Auditor's Assessment | Page # | |
|------------------|-------------|--|-----------------------|--------------|----------|---------------|----------|-------|----------------------|--------|----|
| Contracts | | | | | | | | | | | |
| A | 37 | TCSO Child Abuse Victim Services Personnel | 09/01-2011-08/31/2012 | \$28,748 | \$19,241 | \$0 | \$47,989 | 1 | R | MC | 18 |
| B | 58 | Coming of Age (formerly known as RSVP)* | 10/01/2010-03/31/2012 | \$75,743 | \$22,723 | \$0 | \$98,466 | 0.59 | R | MC | 40 |

* Amended from original.

| Dept | Grant Title | Period | Cost | Contribution to Grant | Total | FTE | Notes | Assessment | Page # | |
|-------------------------------|-------------|--|-----------------------|-----------------------|---------|----------|-------|------------|--------|----|
| Permission to Continue | | | | | | | | | | |
| C | 45 | Residential Substance Abuse Treatment (RSAT) | 10/01/2011-09/30/2012 | \$9,388 | \$9,388 | \$18,776 | 1 | R | C | 99 |

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

5

FY 2011 Grants Approved by Commissioners Court

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

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

| 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 | 4/1/12010 - 8/31/2011 | \$6,038 | \$0 | \$0 | \$6,038 | 0 | 1/25/2011 |
| 37 | Recovery Act - STOP Violence Against Women Act* | 4/1/2010 - 6/30/2011 | \$64,599 | \$0 | \$0 | \$64,599 | 1 | 1/25/2011 |
| Various | Family Violence Protection Team | 10/1/2010- 9/30/2012 | \$699,507 | \$168,239 | \$0 | \$867,746 | 4.5 | 2/1/2011 |
| 24 | Travis County Drug Diversion Court* | 9/1/2009- 8/31/2010 | \$161,359 | \$0 | \$0 | \$161,359 | 1 | 2/1/2011 |
| 24 | Travis County Veteran's Court* | 4/1/2010- 8/31/2010 | \$7,387 | \$0 | \$0 | \$7,387 | 1 | 2/1/2011 |
| 58 | FY 11 Title IV-E | 10/1/2010- 9/30/2011 | \$104,196 | \$205,013 | \$0 | \$309,209 | 0.75 | 2/1/2011 |
| 58 | Seniors and Volunteers for Childhood Immunization | 9/1/2010- 8/31/2011 | \$8,846 | \$0 | \$0 | \$8,846 | 0.25 | 2/22/2011 |
| 58 | ATCIC-Marguerite Casey Foundation Community and Family Reintegration Project | 12/1/2010- 5/31/2011 | \$30,000 | \$0 | \$0 | \$30,000 | 1 | 2/22/2011 |
| 37 | Sheriff's Combined Auto Theft Task Force* | 9/1/2010- 8/31/2011 | \$610,073 | \$319,936 | \$0 | \$930,009 | 11 | 2/22/2011 |
| 58 | AmeriCorps* | 8/1/09- 7/31/10 | \$278,239 | \$269,446 | \$10,160 | \$557,845 | 20 | 2/22/2011 |
| 58 | Comprehensive Energy Assistance Program | 1/1/2011- 12/31/2011 | \$1,279,651 | \$0 | \$0 | \$1,279,651 | 0 | 3/1/2011 |
| 20 | General HAVA Title II Compliance | 11/8/2000- 12/31/2010 | \$626,673 | \$0 | \$0 | \$626,673 | 0 | 3/22/2011 |
| 58 | Parenting in Recovery | 9/30/2010- 9/29/2011 | \$564,891 | \$80,000 | \$45,000 | \$689,891 | 1 | 3/22/2011 |

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

| Dept | Name of Grant | Grant Term | Grant Award | County Match | In-Kind | Program Total | FTEs | Approval Date |
|------|--|-----------------------|-------------|--------------|---------|---------------|------|---------------|
| 58 | ARRA WAP Weatherization Assistance Program* | 9/1/2009-2/28/2012 | \$8,922,699 | \$0 | \$0 | \$8,922,699 | 3 | 7/26/2011 |
| 37 | Sheriff's Combined Auto Theft Task Force | 9/1/2011-8/31/2012 | \$649,914 | \$329,820 | \$0 | \$979,734 | 11 | 8/2/2011 |
| 58 | Comprehensive Energy Assistance Program (CEAP)* | 1/1/2011-12/31/2011 | \$4,318,577 | \$0 | \$0 | \$4,318,577 | 0 | 8/2/2011 |
| 45 | Integrated Child Support System (ICSS)* | 9/1/2009-8/31/2012 | \$400,890 | \$0 | \$0 | \$400,890 | 0 | 8/2/2011 |
| 49 | Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP), Amendment 1* | 9/1/2005 - 8/31/2013 | \$175,000 | \$0 | \$0 | \$175,000 | 0 | 8/16/2011 |
| 12 | Statewide Automated Victim Notification Service | 9/1/2011-8/31/2012 | \$26,333 | \$0 | \$0 | \$26,333 | 0 | 8/23/2011 |
| 23 | Victim Coordinator and Liaison Grant | 9/1/2011-8/31/2012 | \$42,000 | \$0 | \$0 | \$42,000 | 0 | 8/23/2011 |
| 19 | Other Victim Assistance Grant | 9/1/2011-8/31/2012 | \$42,000 | \$7,810 | \$0 | \$49,810 | 1 | 8/23/2011 |
| 47 | Urban Area Security Initiative* | 8/1/2010-12/31/2012 | \$350,000 | \$0 | \$0 | \$350,000 | 1 | 8/23/2011 |
| 45 | National School Lunch/Breakfast Program and USDA School Commodity Program | 7/1/2011 - 6/30/2012 | \$267,890 | \$0 | \$0 | \$267,890 | 0 | 8/30/2011 |
| 45 | Community Partners for Children Coordinator | 9/1/2011-8/31/2012 | \$75,870 | \$0 | \$0 | \$75,870 | 1 | 8/30/2011 |
| 49 | Flood Mitigation Assistance - Planning Grant* | 8/28/2009 - 8/31/2012 | \$30,000 | \$10,000 | \$0 | \$40,000 | 0 | 8/30/2011 |
| 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 |
| 45 | Juvenile Accountability Block Grant (JABG) Juvenile Assessment Center | 9/1/2011 - 8/31/2012 | \$126,920 | \$14,103 | \$0 | \$141,023 | 1.5 | 9/13/2012 |
| 45 | Juvenile Treatment Drug Court - SAMHSA/CSAT | 9/30/2012 - 9/29/2012 | \$198,200 | \$0 | \$0 | \$198,200 | 0 | 9/13/2012 |
| 58 | Emergency Food and Shelter Program Phase 29* | 1/1/2011 - 12/31/2011 | \$80,571 | \$0 | \$0 | \$80,571 | 0 | 9/13/2012 |

| Dept | Name of Grant | Grant Term | Grant Award | County Match | In-Kind | Program Total | FTEs | Approval Date |
|------|--|--------------------------|--------------|--------------|-----------|---------------|--------|---------------|
| 58 | AmeriCorps | 8/1/2011 - 7/31/2012 | \$298,922 | \$236,045 | \$183,061 | \$718,028 | 26.5 | 9/13/2012 |
| 58 | Parenting in Recovery | 9/30/2011 - 9/29/2012 | \$500,000 | \$80,189 | \$86,811 | \$667,000 | 1 | 9/13/2012 |
| 58 | Casey Family Programs Community and Family Reintegration Project | 1/1/2011 - 12/31/2011 | \$80,000 | \$0 | \$0 | \$80,000 | 1 | 9/13/2012 |
| | | | \$44,413,546 | \$5,381,955 | \$618,133 | \$50,413,633 | 153.16 | |

*Amended from original agreement.

FY 2011 Grants Summary Report

Permission to Continue

| Dept | Name of Grant | Personnel Cost | Operating Transfer | Estimated Total | Filled FTEs | Cm. Ct. Approval Date for Continuation | Cm. Ct. Contract Approval Date | Has the General Fund been Reimbursed? |
|------|--|----------------|--------------------|-----------------|-------------|--|--------------------------------|---------------------------------------|
| 22 | Family Drug Treatment Court | \$ 5,132 | \$ 5,132 | \$ 10,264 | 1 | 9/28/2010 | 11/23/2010 | Yes |
| 19 | Family Violence Protection Team | \$ 22,811 | \$ 22,811 | \$ 45,622 | 1.5 | 10/5/2010 | 2/1/2011 | Yes |
| 37 | Family Violence Protection Team | \$ 13,121 | \$ 13,121 | \$ 26,242 | 2 | 10/5/2010 | 2/1/2011 | Yes |
| 58 | ATCIC - Marguerite Casey Foundation Community and Family Reintegration Project | \$ 9,600 | \$ 9,600 | \$ 19,200 | 1 | 11/23/2010 | 2/22/2010 | Yes |
| 37 | Family Violence Protection Team | \$ 13,121 | \$ 13,121 | \$ 26,242 | 2 | 12/7/2010 | 2/1/2011 | Yes |
| 19 | Family Violence Protection Team | \$ 23,589 | \$ 23,589 | \$ 47,178 | 1.5 | 12/14/2010 | 2/1/2011 | Yes |
| 23 | Family Violence Protection Team | \$ 21,263 | \$ 21,263 | \$ 42,526 | 0.5 | 12/21/2010 | 2/1/2011 | Yes |
| 58 | Casey Family Programs Community and Family Reintegration Project | \$ 10,090 | \$ 10,090 | \$ 20,180 | 1 | 12/28/2010 | 9/13/2012 | Pending |
| 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)* | \$ - | \$ - | \$ 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 | 9/13/2012 | Pending |
| 58 | Casey Family Programs Community and Family Reintegration Project | \$ 15,135 | \$ 15,135 | \$ 30,270 | 1 | 6/28/2011 | 9/13/2012 | Pending |
| 58 | AmeriCorps | \$ 65,619 | \$ 65,619 | \$ 131,238 | 2 | 7/26/2011 | 9/13/2012 | Pending |
| 45 | Juvenile Accountability Block Grant (Local) Juvenile Assessment Center | \$ 8,915 | \$ 8,915 | \$ 17,830 | 1 | 8/30/2011 | Awaiting Contract | No |
| 45 | Texas Juvenile Probation Commission Grants | \$ 495,568 | \$ 495,568 | \$ 991,136 | 71 | 8/30/2011 | Awaiting Contract | No |
| 37 | TCSO Child Abuse Victim Services Personnel | \$ 11,978 | \$ 11,978 | \$ 23,956 | 1 | 8/30/2011 | Awaiting Contract | No |
| 22 | Family Drug Treatment Court | \$ 5,142 | \$ 5,142 | \$ 10,284 | 1 | 8/30/2011 | Awaiting Contract | No |
| 24 | Drug Diversion Court | \$ 4,706 | \$ 4,706 | \$ 9,412 | 1 | 8/30/2011 | Awaiting Contract | No |
| 24 | Travis County Veteran's Court | \$ 12,337 | \$ 12,337 | \$ 24,674 | 2 | 8/30/2011 | Awaiting Contract | No |
| 58 | Casey Family Programs Community and Family Reintegration Project | \$ 5,047 | \$ 5,047 | \$ 10,094 | 1 | 8/30/2011 | 9/13/2012 | Pending |

FY 2011 Grants Summary Report

Permission to Continue

| Name of Dept 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? |
|--|------------------|--------------------|--------------------|-------------|--|--------------------------------|---------------------------------------|
| 19 Family Violence Accelerated Prosecution Program | \$ 11,807 | \$ 11,807 | \$ 23,614 | 1 | 8/30/2011 | 9/13/2012 | Pending |
| 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.

14

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.

15

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 | \$ - | | \$ - | | \$ - | | \$ - | | \$ - |

12

| | | | | | | | | | | | | | |
|---------------------------------------|--|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| 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 | \$ 1,181,189 | \$ 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.

W

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 Sheriff's Office |
| Contact Person/Title: | Karen Maxwell, TCSO Research & Planning |
| Phone Number: | 854-7508 |

| | | | |
|--|--|---|----------------|
| Grant Title: | TCSO Child Abuse Victim Services Personnel | | |
| Grant Period: | From: | 09/01/2011 | To: 08/31/2012 |
| Grantor: | USDOJ through OOG, CJD | | |
| 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 checked="" type="checkbox"/> | Ongoing Award: <input type="checkbox"/> | |
| Type of Payment: | Advance: <input type="checkbox"/> | Reimbursement: <input checked="" type="checkbox"/> | |

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | <i>County Match</i> | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-------------------------|---------|--------------|
| Personnel: | \$28,748 | | | \$19,165 | | \$47,913 |
| Operating: | | | | \$76 | | \$76 |
| Capital Equipment: | | | | | | 0 |
| Indirect Costs: | | | | | | 0 |
| Total: | \$28,748 | \$0 | \$0 | \$19,241 | \$0 | \$47,989 |
| FTEs: | .6 | | | .4 | | 1 |

| 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 | | | | | | |
| # Victims Served | 2400 | 617 | | | | 2700 |
| Measures For Grant | One grant-funded FTE whose primary duties are service provision to Child Abuse victims | | | | | |
| Outcome Impact Description | | | | | | |
| Outcome Impact Description | | | | | | |
| Outcome Impact Description | | | | | | |

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of the annual contract with the Office of the Governor, Criminal Justice Division, to continue the TCSO Child Abuse Victim Services Personnel Grant. The agreement is for the second year of the grant. The grant provides resources for a full-time Victim Counselor for victims associated with child abuse. The cash match for the program will be met from the department's existing budget and no additional funds are required.

PBO recommends approval to continue the program.

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

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

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

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

None.

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

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

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

N/A

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

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

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

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

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

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

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



GREG HAMILTON
TRAVIS COUNTY SHERIFF

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Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

JAMES N. SYLVESTER
Chief Deputy

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

September 6, 2011

MEMORANDUM

To: The Travis County Commissioners Court

From: Karen Maxwell, Senior Planner

**Subject: General Victim Assistance Grant Award Acceptance
Office of the Governor, Criminal Justice Division**

I am pleased to advise that the Office of the Governor, Criminal Justice Division, has notified us that our application for the Travis County Child Abuse Victim Services Staff grant has been selected for funding for the FY12 cycle under the General Victim Assistance Direct Services solicitation. This grant continues the work begun in FY11 and provides a Victim Counselor dedicated solely to the provision of services to victims associated with Child Abuse cases. This project will provide service to an additional 360 victims referred from the Child Abuse cases that TCSO investigates during this coming year.

Child abuse in all forms—neglect, physical, emotional and sexual—can have far-reaching effects on children, producing a multitude of social issues. Often these victims experience isolation from friends, family, and other support networks which creates a barrier to appropriate intervention for both children and adults who are experiencing violence in their homes. Because families are most ready to change their non-productive approaches to problem solving during a time of crisis, it is critical that services are offered to families in the early stages of escalating violence. Travis County Sheriff's Office Victim Services personnel respond to the needs of these victims through on-scene response at the request of sworn personnel.

We are requesting the Commissioners Court approve acceptance of this grant award. If you have questions, please don't hesitate to contact me at 854-7508. Thank you each in advance for your attention to this matter and your continued commitment to serving victims in Travis County.

Cc: Matt Naper County Auditor's Office
Jim Connolly, County Attorney's Office
Travis Gatlin, PBO



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 31, 2011

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
PO Box 1748
Austin, Texas 78767-1748

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: | VA-11-V30-23166-02 | CFDA or State ID: | 16.575 |
| Program Fund: | VA-Victims of Crime Act Formula Grant Program | | |
| Grantee Name: | PREVIEW - Travis County - PREVIEW - | | |
| Project Title: | TCSO Child Abuse Victim Services Personnel | | |
| Grant Period: | 09/01/2011 - 08/31/2012 | | |
| Liquidation Date: | 11/29/2012 | | |
| Date Awarded: | August 31, 2011 | | |
| CJD Grant Manager: | Mary Hightower | | |

| | |
|-------------------------------|-------------|
| CJD Award Amount: | \$28,748.00 |
| Grantee Cash Match: | \$19,241.00 |
| Grantee In Kind Match: | \$0.00 |
| Total Project Cost: | \$47,989.00 |

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 Other Condition of Funding. Please provide answers to the additional questions CJD recently added on the Documents tab related to the Certification of Recipient Highly Compensated Officers in accordance with federal requirements under the Federal Funding Accountability and Transparency Act. CJD cannot activate this grant award until the questions are completed.



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 31, 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: 2316602 **Start Date:** 9/1/2011 **End Date:** 8/31/2012

Project Title: TCSO Child Abuse Victim Services Personnel

Status: Pending AO Acceptance of Award

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460001922000

Application Eligibility Certify:

Created on:1/31/2011 10:10:50 AM By:Karen Maxwell

Profile Information

Applicant Agency Name: Travis County

Project Title: TCSO Child Abuse Victim Services Personnel

Division or Unit to Administer the Project: Travis County Sheriff's Office

Address Line 1: PO Box 1748

Address Line 2:

City/State/Zip: Austin Texas 78767-1748

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

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.

Project Director

User Name: Amy Durall

Email: amy.durall@co.travis.tx.us

Address 1: PO Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-8492 Other Phone:

Fax: 512-854-8492

Title: Ms.

Salutation: Ms.

Grant Writer

User Name: Karen Maxwell

Email: karen.maxwell@co.travis.tx.us

Address 1: PO Box 1748

Address 1:

City: Austin, Texas 78767

Phone: 512-854-7508 Other Phone:

Fax: 512-854-9772

Title: Ms.

Salutation: Ms.

Grant Vendor Information

Organization Type: County

Organization Option: applying to provide direct services to victims only

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 purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

Funding Levels

The anticipated funding levels for these programs are as follows:

- Minimum Award - \$5,000
- Maximum Award - None
- Grantees, other than Native American Tribes, must provide matching funds of at least twenty percent (20%) of total project expenditures. Native American Tribes may be required to provide a five percent (5%) match. This requirement may be met through either cash or in-kind contributions or a combination of both.

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.*

Program Requirements

Preferences - Preference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Program Emphasis - Applicant agrees to implement comprehensive strategies that are sensitive to the concerns and safety of the victims and hold offenders accountable for their crimes. Applicants must indicate the percentage of their project that benefits Victim Services, Law Enforcement, Prosecution, Courts or other areas. Program emphasis decisions should be made based on the beneficiary of the funded activities. For example, a victim services coalition who provides training to police throughout the state would fall under the "law enforcement" category because the training is to benefit law enforcement.

Indicate the percentage (%) of your project that benefits:

| | |
|---|-----|
| Victim Services – any nonprofit, nongovernmental organization that assists victims. | 0 |
| Law Enforcement – any public agency charged with policing functions. | 100 |
| Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders. | 0 |
| Court – any civil or criminal court system. | 0 |
| Other – any initiative that indirectly affects victims (ex., developing protocols and procedures). | 0 |

Culturally Competent Victim Restoration - Applicants agree to promote collaboration and coordination among local service systems that involve multiple disciplines and support a seamless delivery of a continuum of services that focus on each individuals return to full physical, mental, and emotional health while incorporating an emphasis on cultural competency in underserved populations.

Provide information in this section regarding how your organization is culturally competent when providing services to victims. Here are some guidelines to follow: Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.

Through established policies and procedures, Travis County Sheriff's Office Victim Services personnel ensure the provision of services to victims regardless of age, gender, race, religion, ethnicity, or sexual orientation. These staff members primarily serve the rural population residing within Travis County but outside of its municipalities, and are therefore also cognizant of additional obstacles such as limited access to services and transportation due to geographic location. TCSO Victim Services personnel use a pool of trained volunteers to assist with transportation and other service needs as appropriate to address such obstacles. Victim Services personnel utilize specialized training and skills to provide comprehensive services in a sensitive and compassionate manner to victims based upon identified needs. Each staff member completes an online training program focused on victim services cultural competencies, with specific modules on ethics, persons with disabilities, immigrants, elderly, teens, children 0-12, among other topics. Every other month at the volunteer meeting staff present training topics including ethics, religious considerations at death scenes, mental health considerations. A monthly newsletter is produced and includes topics of relevance for staff and volunteers, such as the 'Immigration Issues' article in the January 2011 newsletter.

Services to Victims of Crime - Applicant agrees to provide services to victims of crime which include: responding to the emotional and physical needs of crime victims; assisting victims in stabilizing their lives after victimization; assisting victims to understand and participate in the criminal justice system; and providing victims with safety and security.

Effective Services - Applicant must demonstrate a record of providing effective services to crime victims. If the applicant cannot yet demonstrate a record of providing effective services, the applicant must demonstrate that at least 25 percent of its financial support comes from non-federal sources.

Volunteers - Applicant agrees to use volunteers to support either the project or agency-wide services, unless CJD determines that a compelling reason exists to waive this requirement.

Community Efforts - Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Crime Victims' Compensation - Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Records - Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Civil Rights Information - Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by CJD. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime - Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge - Applicant agrees to provide grant-funded services at no charge to victims of crime.

Confidentiality - Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law.

Discrimination - Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Forensic Medical Examination Payments - Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consented to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. In addition, if a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services. A law enforcement agency that requests a forensic medical examination of a victim of sexual assault shall pay full cost of the examination. Crime Victim Compensation funds may be used to pay for forensic medical examinations performed by trained examiners except that such funds may not be used to pay for the examinations if victims of sexual assault are required to seek reimbursement for such examinations from their insurance carriers.

Protection Orders - Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Nondisclosure of Confidential or Private Information - Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary will be taken to protect the privacy and safety of the persons affected by the release of information.

Community Planning Participation

Did the applying agency participate in the Local or Regional community planning process?

Select the appropriate response:

Yes No N/A

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: Human Resources Director Diane Blankenship
Enter the Address for the Civil Rights Liaison: 1010 Lavaca, Austin, Texas 78701
Enter the Phone Number for the Civil Rights Liaison: 5128549165

Certification

Each applicant agency must certify to the specific criteria detailed above under **Program Requirements** to be eligible for General Victim Assistance - Direct Services Program Solicitations.

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:

The Travis County Sheriff's Office investigates approximately 500 cases of Child Abuse annually; however, in FY10 only approximately 9% of the victims associated with Child Abuse cases received services from TCSO Victim Services during that period. Prior to grant funding received for FY11, there were no TCSO Victim Services personnel dedicated to providing services to victims associated with Child Abuse cases.

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:

TCSO Child Abuse Unit investigated 476 cases during FY10. Many of these investigated cases involved multiple identified victims and considerable coordination between family members, community agency representatives and TCSO personnel. During that same time period, Victim Services staff and volunteers provided services to 86 victims associated with Child Abuse cases. Assuming that each case involves a minimum of two victims (although many may involve multiple victims), approximately 9% of victims were afforded service provision by Victim Services personnel. Working with a pool of approximately 80 trained volunteers and 7 paid staff (including the current Child Abuse grant-funded FTE), the TCSO Victim Services Unit responded to approximately 700 on-call requests this year, responding 24 hours per day, 365 days per year as a means of ensuring immediate crisis intervention.

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:

2009-2010 Travis County Community Plan Priority #1—Immediate Health and Safety. The attainment of a full-time Victim Counselor through this project will ensure that immediate health and safety needs of primary and secondary victims of Child Abuse are addressed through the provision of crisis intervention, safety planning, assistance with Crime Victim Compensation applications and Protective Order processes, and referrals to appropriate community

agencies and services. 2009-2010 Travis County Community Plan Priority #3—Assistance with Participating in the Criminal Justice Process. The attainment of a full-time Victim Counselor through this project will ensure that primary and secondary victims of Child Abuse are provided case status, emotional support during the investigative process, and preparatory information regarding future case action in order to enhance their ability to effectively participate in the Criminal Justice 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:

This project would provide a dedicated resource to serve the victims of Child Abuse cases. Through this project, one full-time Victim Counselor would hold within their primary duties, the provision of services to victims associated with Child Abuse cases; an additional 360 victims would receive services from Victim Services personnel.

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): The Travis County Sheriff's Office is an active member of the Austin/Travis County Child Protection Team, working cooperatively under an interagency agreement to protect the children of our community by consolidating the community, investigative, legal and social services provided by the Travis County District Attorney's Office, Travis County Sheriff's Office, Austin Police Department, their respective Victim Services Divisions, the Center for Child Protection, Texas Department of Family and Protective Services, Dell Children's Medical Center into one collaborative effort.

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:

Due to a 2-month delay in hiring the FTE, the current project has limited data to review. The Child Abuse Victim Services FTE has been assigned 30 cases and has served 35 victims within the first six weeks of her employment (DOH 1/10/2011). While it is not statistically accurate to make assumptions on such limited data, we do anticipate that she will be able to reach the targeted number of victims and services during the remaining project period. Additionally, if this project is funded for FY12, we have no reason to anticipate any future delays since the FTE will be in place, trained, and already accepting a full case load.

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:

Working with a pool of approximately 80 trained volunteers and 7 paid staff (including the Child Abuse grant-funded FTE), the TCSO Victim Services Unit responds to approximately 700 on-call requests each year, responding 24 hours per day, 365 days per year as a means of ensuring immediate crisis intervention. Through this project, one full-time Victim Counselor will be primarily responsible for service provision to the victims of Child Abuse cases TCSO investigates. Grant funding was awarded for this project to dedicate a Victim Services FTE solely to serve the victims of Child Abuse cases during FY11. If funded, this FY12 request will provide continued funding for this project; however, demonstrating our commitment to this project, the TCSO is assuming an increase in responsibility for funding above and beyond the minimum match requirement (40% rather than the 20% minimum). Continuation of this project will provide services including crisis intervention, safety planning, assistance with Crime Victim Compensation applications and Protective Order processes, emotional support, and referrals to community agencies to 360 victims.

Project Activities Information

Type of Crime Victim

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

| | |
|--|-----|
| Sexual Assault Percentage (%): | 0 |
| Domestic Abuse Percentage (%): | 0 |
| Child Abuse Percentage (%): | 100 |
| DUI / DWI Crashes Percentage (%): | 0 |
| Survivors of Homicide Percentage (%): | 0 |
| Assault Percentage (%): | 0 |
| Adults Molested as Children Percentage (%): | 0 |
| Elder Abuse Percentage (%): | 0 |
| Robbery Percentage (%): | 0 |
| Stalking Percentage (%): | 0 |
| Dating/Acquaintance Violence Percentage (%): | 0 |
| Human Trafficking Percentage (%): | 0 |

Selected Project Activities:

| ACTIVITY | PERCENTAGE: | DESCRIPTION |
|-----------------|-------------|--|
| Crisis Services | 100.00 | This Victim Counselor will provide advocacy services in crisis intervention, emotional support, safety planning, assistance with CVC and Protective Order processes, case status, coordination of case activity, transportation and referrals to community agencies. |

Geographic Area: Travis County, Texas
Target Audience: Primary and secondary victims of physical/sexual child abuse and family violence
Gender: Both male and female
Ages: All ages
Special Characteristics: Travis County serves victims in outlying areas who may have obstacles to services and assistance.

Measures Information

Progress Reporting Requirements

Outcomes Reported to Texas A&M University, Public Policy Research Institute (PPRI):

In addition to the measures listed below, all programs will be required to report the number of victims/survivors who returned to the agency as a result of a new victimization either by the same perpetrator or a new perpetrator. Note: This does not include victims returning to your agency to continue their treatment. This measure will be used to measure the efficacy of the services provided in the restoration of the victim to full mental, physical, and emotional health.

Objective Output Measures

| OUTPUT MEASURE | CURRENT DATA | TARGET LEVEL |
|---|--------------|--------------|
| Number of safety plans developed. | 30 | 108 |
| Number of victims seeking services who were not served. | 0 | 0 |
| Number of victims / survivors seeking services who were served. | 35 | 360 |
| Number of survivors assisted with crime victim compensation applications. | 25 | 108 |
| Number of survivors provided with medical advocacy. | 0 | 0 |
| Number of survivors receiving crisis counseling. | 17 | 108 |
| Number of survivors receiving information and / or referral (in person / by phone). | 31 | 360 |

| | | |
|---|---|---|
| Number of survivors receiving advocacy for emergency services (e.g., legal assistance, shelter, law enforcement, etc.). | 0 | 0 |
| Number of volunteers trained to provide direct assistance to victims / survivors. | 0 | 0 |

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:

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 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: 9/30/2010

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:

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if **BOTH** of the conditions listed below are **TRUE**.

In the sub recipient’s preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; **AND** (2) \$25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?

Yes No

Does the public have access to information about the compensation of the senior 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?

Yes No

If you answered **YES** to **BOTH** of the above statements, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered **NO** to either of the above statements you are **NOT** required to provide the name and

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compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name: Position 1 - Total Compensation (\$):
 Position 2 - Name: Position 2 - Total Compensation (\$):
 Position 3 - Name: Position 3 - Total Compensation (\$):
 Position 4 - Name: Position 4 - Total Compensation (\$):
 Position 5 - Name: Position 5 - Total Compensation (\$):

Budget Details Information
Budget Information by Budget Line Item:

| CATEGORY | SUB CATEGORY | DESCRIPTION | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL | UNIT/% |
|--|---|--|-------------|-------------|---------------|--------|-------------|--------|
| Personnel | Advocate | Victim Advocacy Counselor dedicated to providing services to Child Abuse victims (\$34,609 salary, plus \$13,304 fringe for FICA, health insurance, life insurance, retirement, workers comp, medicare). | \$28,748.00 | \$19,165.00 | \$0.00 | \$0.00 | \$47,913.00 | 100 |
| Supplies and Direct Operating Expenses | Cellular, Fax, Pager, and/or Office Telephone | Pager Service (\$6.35 per month) for 12 months Pager will be utilized by Victim Advocate who is funded through this grant project. | \$0.00 | \$76.00 | \$0.00 | \$0.00 | \$76.00 | 0 |

Source of Match Information

Detail Source of Match/GPI:

| DESCRIPTION | MATCH TYPE | AMOUNT |
|---|------------|-------------|
| 40 of overall salary and fringe for Child Abuse Victim Counselor FTE from County General Fund | Cash Match | \$19,165.00 |
| Pager Service for Victim Counselor for 12 months from County General Fund | Cash Match | \$76.00 |

Summary Source of Match/GPI:

| Total Report | Cash Match | In Kind | GPI Federal Share | GPI State Share |
|--------------|-------------|---------|-------------------|-----------------|
| \$19,241.00 | \$19,241.00 | \$0.00 | \$0.00 | \$0.00 |

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Budget Summary Information

Budget Summary Information by Budget Category:

| CATEGORY | CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|--|-------------|-------------|---------------|--------|-------------|
| Personnel | \$28,748.00 | \$19,165.00 | \$0.00 | \$0.00 | \$47,913.00 |
| Supplies and Direct Operating Expenses | \$0.00 | \$76.00 | \$0.00 | \$0.00 | \$76.00 |

Budget Grand Total Information:

| CJD | CASH MATCH | IN-KIND MATCH | GPI | TOTAL |
|-------------|-------------|---------------|--------|-------------|
| \$28,748.00 | \$19,241.00 | \$0.00 | \$0.00 | \$47,989.00 |

Condition Of Fundings Information

| Condition of Funding / Project Requirement | Date Created | Date Met | Hold Funds | Hold Line Item Funds |
|---|-------------------------|----------|------------|----------------------|
| Other Condition of Funding. Please provide answers to the additional questions CJD recently added on the Documents tab related to the Certification of Recipient Highly Compensated Officers in accordance with federal requirements under the Federal Funding Accountability and Transparency Act. CJD cannot activate this grant award until the questions are completed. | 8/30/2011 2:24:27 PM | | Yes | No |

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: | Coming of Age (formerly known as RSVP) | | |
| Grant Period: | From: | 10/1/2010 | To: 3/31/2012 |
| Grantor: | Corporation for National and Community Service (CNCS) | | |
| American Recovery and Reinvestment Act (ARRA) Grant | Yes: <input type="checkbox"/> | No: <input checked="" type="checkbox"/> | |

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

| Grant Categories/ Funding Source | Federal Funds | State Funds | Local Funds | County Match | In-Kind | TOTAL |
|-------------------------------------|------------------|----------------|----------------|-----------------|---------|----------|
| Personnel: | 54,695 | | | 16,409 | | 71,104 |
| Operating: | 21,048 | | | 6,314 | | 27,362 |
| Capital Equipment: | | | | | | 0 |
| Indirect Costs: | | | | | | 0 |
| Total: | 75,743 | \$0 | \$0 | \$22,723 | \$0 | \$98,466 |
| FTEs: | .45 | | | .14 | | .59 |

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

| Performance Measures | Projected FY 11 Measure | Progress To Date: | | | | Projected FY 12 Measure |
|---|-------------------------|-------------------|---------|---------|---------|-------------------------|
| | | 12/31/10 | 3/31/11 | 6/31/11 | 9/30/11 | |
| Applicable Dept. Measures | | | | | | |
| Number of volunteers referred to non-profit organizations | 800 | - | - | 617 | | 800 |
| Number of volunteers serving in outcome-based assignments (those that measure progress toward an outcome) | 210 | 270 | 298 | 306 | | 210 |

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

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

PBO Recommendation:

This contract approval request covers two items: (1) a no-cost extension of time for three months and (2) a second three month extension of time with an additional \$12,624 in grant funds. These extensions and budget adjustment are requested by the Corporation for National and Community Service (CNCS). Given the federal budget cuts the CNCS has experienced, the grantor is asking the county to internally reallocate operating budget to continue covering the portion of a position that this grant funds as well as adding funding for this same purpose.

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?

Travis County RSVP was founded in 1972 to engage older adults in their communities by providing them with volunteer opportunities. The program is recognized for its success in recruiting volunteers age 55+ for nonprofit organizations and for the impact of its programs and volunteers within the community. Even so, Travis County RSVP and its local sponsor, Travis County, have identified the need to evolve its programs to more effectively appeal to and serve the demands of the growing population of baby boomers in Travis County, as well as the organizations who utilize the skills and experience of RSVP volunteers. Effective October 1, 2010, Travis County RSVP reinvented itself as Coming of Age, an initiative developed by the Temple University Center for Intergenerational Learning, to promote 50+ civic engagement, learning and leadership.

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

Coming of Age receives two grants from CNCS. The grant for \$75,743 comes directly from CNCS. Another grant for \$23,800 comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS. These grant funds enhance an existing program.

The Corporation for National and Community Service (CNCS) initially instructed Coming of Age to apply for a three-month no-cost extension of the current \$63,119 grant. This will extend the contract through 12/31/11 without providing additional grant funds. This amounts to a 20% reduction in funding. Coming of Age is moving grant funds from operating expenses into personnel to cover the additional three months of salary and benefits for the staff position partially funded by this grant. These funds are available due to volunteer auto mileage expenditures being significantly lower than budgeted.

CNCS then instructed Coming of Age to apply for another three month extension, through 3/31/12, that includes \$12,624 in grant funds. This amount is three month's worth of funding at the reduced level. These funds will be used to cover the salary and benefits of the staff position partially funded by this grant as well as pay certain operating expenses.

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

The \$75,743 grant requires a 30% cash match of \$22,723 from the General Fund. The General Fund budget for Coming of Age more than covers the match requirement. This grant pays for approximately 45% of the Coming of Age Director's salary and benefits as well as operating expenses. The General Fund would most likely have to cover this if the grant is not renewed.

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

The county is required to provide a 30% (\$22,723) cash match. This is more than covered by the current Coming of Age budget. No additional funds are required. **(Instructions from the Corporation for National and Community Service require Travis County to list funding from all other sources totaling \$295,372 in the Grantee Share column of the budget included with the application. These other sources include the Travis County General Fund as well as other grants. Only the required match of 30% is included on page 1 of this Grant Summary.)**

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

The current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .5232. At this rate, the cost for grant administration would be \$39,629. There is not enough money elsewhere in the Coming of Age budget to cover the shortfall that would result if this amount were requested for grant administration.

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

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

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

NA

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

The Corporation for National and Community Service grant provides funding to help Coming of Age achieve the performance measures described on page 1. The grant measures are the same as the department measures.



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

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

DATE: September 6, 2011

TO: Members of the Commissioners Court

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

SUBJECT: Coming of Age grant contract extension application

Proposed Motion:

Consider and take appropriate action to approve an application by Coming of Age for

- 1) an extension of the current \$63,119 grant contract with the Corporation for National and Community Service through 12/31/11; and
- 2) another extension of the current contract for an additional three months after 12/31/11 that includes \$12,624 in grant funds.

Summary and Staff Recommendation:

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

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

The Corporation for National and Community Service (CNCS) initially instructed Coming of Age to apply for a three-month no-cost extension of the current \$63,119 grant. This will extend the contract through 12/31/11 without providing additional grant funds. This amounts to a 20% reduction in funding. Coming of Age is moving grant funds from operating expenses into personnel to cover the additional three months of salary and benefits for the staff position partially funded by this grant. These funds are available due to volunteer auto mileage expenditures being significantly lower than budgeted.

CNCS then instructed Coming of Age to apply for another three month extension, through 3/31/12, that includes \$12,624 in grant funds. This amount is three month's worth of funding at the reduced level. These funds will be used to cover the salary and benefits of the staff position partially funded by this grant as well as pay certain operating expenses.

CNCS staff instructed TCHHSVS not to change the start and end dates of 10/1/10 and 9/30/13 on the Application for Federal Assistance Face Sheet. The extension through 3/31/12 will be included on the Notice of Grant Award.

TCHHSVS staff recommends approving this grant extension application.

Budgetary and Fiscal Impact:

The FY'11 grant is \$63,119. The original period of the grant contract was 10/1/10 – 9/30/11. The additional funding brings the total to \$75,743 for the period 10/1/10 – 3/31/12. Travis County is required to provide a 30% cash match of \$22,723. This is more than covered by the current Coming of Age departmental budget. No additional funds or staff are required.

Coming of Age receives two grants from CNCS. The grant for \$75,743 comes directly from CNCS. Another grant for \$23,800 comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS.

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

Issues and Opportunities:

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

Background:

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

opportunities. Coming of Age is also committed to providing volunteer opportunities for those who may have physical challenges such as sight or hearing limitations or restricted mobility.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Fred Lugo, Manager, Coming of Age
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting Executive Manager, Planning and Budget Office
Travis Gatlin, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Purchasing Agent Assistant, Travis County Purchasing Office

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to conform to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:

Application Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):

3. DATE RECEIVED BY STATE:

STATE APPLICATION IDENTIFIER:

2b. APPLICATION ID:

11SR131331

4. DATE RECEIVED BY FEDERAL AGENCY:

FEDERAL IDENTIFIER:

11SRWTX002

5. APPLICATION INFORMATION

LEGAL NAME: Travis County Department of Human Services

DUNS NUMBER: 030908842

ADDRESS (give street address, city, state, zip code and county):

PO Box 1748
Austin TX 78767 - 1748
County: **Travis**

*Travis County through the
Health and Veterans Service*

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):

NAME: Fred Lugo

TELEPHONE NUMBER: (512) 854-4105

FAX NUMBER: (512) 854-4131

INTERNET E-MAIL ADDRESS: fred.lugo@co.travis.tx.us

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

746000192

7. TYPE OF APPLICANT:

Local Government - County

Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).

NEW NEW/PREVIOUS GRANTEE
 CONTINUATION AMENDMENT

If Amendment, enter appropriate letter(s) in box(es):

C

A. AUGMENTATION B. BUDGET REVISION

C. NO COST EXTENSION D. OTHER (specify below):

The final FY 2011 appropriations funds RSVP at 20% below FY 2010 enacted levels. Octr 1 grantees will realize the budget reduction through a 3-month no-cost extension.

9. NAME OF FEDERAL AGENCY:

Corporation for National and Community Service

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.002

10b. TITLE: Retired and Senior Volunteer Program

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Coming of Age Austin Metro

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):

Travis County, Texas

11.b. CNCS PROGRAM INITIATIVE (IF ANY):

13. PROPOSED PROJECT: START DATE: 10/01/10

END DATE: 09/30/13

14. CONGRESSIONAL DISTRICT OF: a.Applicant **TX 021**

b.Program **TX 021**

15. ESTIMATED FUNDING: Year #: **1**

a. FEDERAL \$ 75,743.00

b. APPLICANT \$ 295,372.00

c. STATE \$ 23,800.00

d. LOCAL \$ 259,148.00

e. OTHER \$ 12,424.00

f. PROGRAM INCOME \$ 0.00

g. TOTAL \$ 371,115.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:

DATE:

NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

YES if "Yes," attach an explanation. NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:

Fred Lugo

b. TITLE:

Project Director

c. TELEPHONE NUMBER:

(512) 854-4105

d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

BY:

e. DATE SIGNED:

Department
Travis County
Samuel T. Biscoe
Travis County Judge

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Executive Summary

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

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

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

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

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

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

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

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

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

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

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

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

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

Also,

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

Note: With the reinvention of RSVP as Coming of Age, the terminology for an RSVP volunteer and an RSVP volunteer station will be changed to a Coming of Age volunteer and a Coming of Age volunteer station, respectively; this terminology is used throughout the grant application.

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Strengthening Communities

KEY ECONOMIC, DEMOGRAPHIC and GEOGRAPHIC FEATURES

Travis County, established in 1938, covers an area of 989 square miles and can be divided into three sections: the hill country to the west, the flatlands to the east, and the highly populated section in between. Travis County is the 5th largest county in Texas with a current population of 1,026,158 residents. The County has grown rapidly over the past decade, by about 25%, and is the 12th fastest growing county with a population over 100,000. About three-quarters of the County's population live in Austin, the state capital, although the share of the population that lives in the smaller municipalities or unincorporated areas has increased in recent years. (Census Population Estimates Program, 2009)

Not only has Travis County grown in size, it is also increasing in diversity. Since 2000, Asians and Hispanics have increased as a proportion of Travis County's population, while the proportion of Non-Hispanic Whites has decreased. Currently, 52% of the population identifies as Non-Hispanic White followed by Hispanic or Latino (33%), Non-Hispanic Black (8%), Non-Hispanic Asian (5%) and other race/two or more races (2%). The County's immigrant population has grown rapidly over the past several decades; an estimated 182,743 foreign-born individuals live in Travis County and comprise 18% of the population, compared to only 8% in 1990 and 15% in 2000. Over half were born in Mexico (95,726); the next largest group comes from Asian countries (38,871). In a related trend, the number and share of bi/multilingual residents or those with a primary language other than English has also grown since 2000, from 29% (or 216,164) in 2000 to 33% (or 299,012) in 2008. These immigrant and language-related characteristics tend to be similar to those seen statewide but reflect greater diversity than in the U.S. as a whole. (All data, unless otherwise specified, is from the Census 2000 or American Community Survey. The 2008 American Community Survey is based on a population of 998,543.)

Overall, Travis County has a relatively young population -- the median age in Travis County is 32.5,

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compared to 33.2 for Texas and 36.9 for the United States. However, just as in other communities around the nation, Travis County is experiencing the aging of the baby boomer generation. The 45-64 age group is the fastest growing of all the age groups and has grown by 52% since 2000. Travis County's under 18 population is also growing at a faster rate than the population as a whole; this same trend does not appear in state and national statistics.

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

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

About 144,366 Travis County residents (15% of the population) live in poverty. Of those, about 47,723 are children (a 19% child poverty rate). Poverty rates have been relatively stable for the last few years but remain higher than in 1999 when 13% of individuals and 14% of children lived below the poverty threshold. Travis County has a higher poverty rate (15%) than the U.S. (13%), but a lower rate than

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Texas (16%). Children and female adults are disproportionately represented among the poor, with the overrepresentation being especially prominent among children. Because of the relatively high cost of living in Travis County, the most recent CPPP Family Budget Estimator project (updated in 2007) calculated that Travis County families typically need incomes of at least double the poverty level to make ends meet. (Center for Public Policy Priorities, website: <http://www.cppp.org/fbe>) Based on this research, an estimated one-third (32%) of the County's population (or, the 311,005 people who live in households with incomes at or below 200% of the poverty level) likely face some degree of economic hardship.

Unemployment rates in Travis County tend to mirror some of the same disparities reflected in other economic trends. Overall, Travis County's unemployment rate was 5% in 2008, somewhat lower than both the U.S. (6.4%) and Texas (5.2%) rates. However, as workforce trends generally predict that unemployment decreases as education levels increase, those with the highest educational attainment levels in Travis County also have the lowest unemployment (about 3% unemployment for those with a bachelor's degree or higher), and those with the lowest educational attainment levels have the highest unemployment (6.3% for those with less than a high school degree).

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

LOCAL INPUT INTO PROGRAM DESIGN AND EVALUATION

Since July 2009, Travis County RSVP has convened meetings with its advisory group, health and human services staff, county elected officials, and the local 20-member Aging Services Council (a diverse and broad-based community planning body of faith-based, nonprofit, and public service providers on aging

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issues) to seek input into RSVP's reinvention as a Coming of Age program. A three-year plan was developed that broadened RSVP's scope, yet maintained its core program elements.

To gather local input into program design, staff are presently working with the Research and Planning Division (R&P) of the Travis County Health and Human Services & Veterans Service Department (HHS/VS) to survey: 1) nonprofit organizations on organizational needs and existing program support for older adult volunteers, and 2) the 50+ population in Travis County on what defines meaningful service and the issues that are most compelling to them. Additionally, interviews with leaders in communities of color will be conducted to gain an understanding of existing volunteer opportunities and means of engagement within communities of color.

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

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

Coming of Age staff has partnered with the Research and Planning Division of HHS/VS in the development of short- and long-term program evaluation measures. These evaluation measures are

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described in Part III Section C: Processes for Assessment. In addition, an advisory committee made up of staff, Aging Services Council members, organizational members, and individual members will contribute to program design and evaluation on an ongoing basis.

SELECTION OF COMMUNITY PARTNERS

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

Volunteer stations will be required to participate in the Coming of Age Learning Lab, "Capturing the Energy & Expertise of Volunteers 50+," an intensive 2 day workshop. Volunteer station staff will leave understanding the generational characteristics of boomers and seniors and the key characteristics of creating compelling volunteer opportunities for individuals ages 50+. It is the hope that these staff will implement effective volunteer management, interview and screening skills. The Learning Lab will help volunteer stations ensure that each volunteer has a high-quality experience by providing volunteer station staff with a better understanding of how to fully leverage the skills and experience of the 50+ population.

Volunteer stations will be able to utilize the experience and skills of Coming of Age volunteers to 1)

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address the identified areas of need, 2) take advantage of training and technical assistance opportunities through Coming of Age, and 3) supplement their volunteer support services with those provided through Coming of Age.

PUBLIC AWARENESS AND COMMUNITY SUPPORT

With a growing number of citizens turning 55 every day, there is a great opportunity for communities to benefit from the skills and talents of this growing human resource. Coming of Age will create a staff position, the Community Relations Coordinator, whose primary role will be to heighten public awareness about this age group's potential and the services provided through the Coming of Age program.

Coming of Age will partner with a Travis County television station, TCTV, and other local broadcast media stations to highlight the skills and experience of those 55 and older, as well as air public service announcements (PSAs), advertise events, and profile older adults in service.

Additionally, a televised community dialogue series will be implemented on community engagement and issues that are relevant to the 55+ population. The series will be televised and broadcast in the Austin metropolitan area through TCTV to a daily viewing audience of over 5,000. Another outreach strategy will include developing video files on these same issues and profiling the achievements of older adults in service. Video files will be viewable through video file sharing online services, e.g. YouTube.

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

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marketing campaign, as well as assist in speaking engagements to civic organizations, retiree and pre-retiree groups, faith-based groups, and corporate employee volunteer programs.

BRINGING TOGETHER PEOPLE OF DIVERSE BACKGROUNDS

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

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

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

MOBILIZATION OF COMMUNITY RESOURCES

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

- Recruit skilled adults 55+ to volunteer at community organizations;
- Raise funds and in-kind donations from local foundations;
- Engage experts in the field to participate in community dialogue series;
- Train nonprofits in understanding the staff time and resources needed to successfully recruit and

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retain volunteers;

- Engage the 20-member senior service planning organization, the Aging Services Council of Central Texas, to promote Coming of Age and increase access to information on community engagement;
- Recruit a diverse Coming of Age Advisory Council membership from areas including the corporate, public, and faith-based sectors, as well as communities of color, to advise and support Coming of Age; and
- Engage Travis County Television and other local broadcast and print media outlets to advertise Coming of Age opportunities and events.

VOLUNTEER PARTICIPATION IN COMMUNITY ACTIVITIES

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

ENHANCING THE CAPACITY OF ORGANIZATIONS

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

Nonprofit organizations interested in recruiting people 55+ from the Leadership Academy will be encouraged to submit proposals to Coming of Age. Proposals will be evaluated based upon the project's potential to help the organization meet its mission. Key criteria to be used are: the degree to which the

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proposed opportunities allow older volunteers to have an impact on the community, incorporation of volunteer input into assigned activities, skills development, relationship building, and flexibility.

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

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

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

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

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

The module's curriculum is based on state-of-the-art research on critical issues about engaging people age 50+ in meaningful service. Session leaders are local subject matter experts. All are highly skilled at helping Coming of Age organizational members mine the talent and expertise of this expanding and evolving resource. Coming of Age will recommend that stations register two representatives (e.g., the

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executive director, volunteer manager or coordinator, and any other staff member who is involved in managing opportunities) to maximize the opportunity that the Learning Lab offers.

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

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

Recruitment and Development

SECTION B: RECRUITMENT AND DEVELOPMENT OF VOLUNTEERS

ASSURING A HIGH QUALITY EXPERIENCE FOR VOLUNTEERS

The Learning Lab, described in the previous section, and structured programmatic processes will help Coming of Age ensure volunteers a high-quality experience. Processes will include a comprehensive station selection process, ongoing training opportunities, skills development and appropriate station supervision. An organization interested in becoming a station must be able to identify how a volunteer

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would help its organization accomplish its goals and understand the role a volunteer assumes in its service delivery system(s), if applicable. Additionally, prospective stations should be able to effectively communicate the importance of volunteer service to funders, service recipients, program advocates, and the volunteer. In doing so, stations will clearly understand their responsibilities and the value a volunteer brings to their respective organizations. Volunteers, in return, will be able to reflect on the importance their service has made not only to their assigned station, but themselves. Routine check-ins with individual and organizational members will help Coming of Age staff ensure successful matches. The Coming of Age evaluation process will formally measure both volunteer and station experiences.

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

RECRUITMENT, RETENTION, AND RECOGNITION

Recruitment strategies for Coming of Age volunteers include: utilizing internet technology, broadcasting PSAs through media advertisements, conducting face to face presentations, providing life planning workshops, offering a community dialogue series on civic engagement, developing a leadership academy, providing an information referral service, posting print media stories, and creating a public awareness campaign.

- Internet Technology: Volunteer opportunities for Coming of Age will be posted eight times per month using Volunteer Match, Facebook, and craigslist. A bi-monthly electronic newsletter will be distributed, featuring opportunities for lifelong learning and service, and will provide an interactive website where the 55+ population can find constructive and relevant resources.

- Broadcast: The program will partner with Travis County Television to produce Coming of Age PSAs

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that will be broadcast bi-monthly. Staff will also explore additional broadcast media outlets to broadcast PSAs.

- Presentations: Staff will conduct two presentations each month to civic groups, faith-based organizations, social groups, corporations, social services agencies, and other groups of interest.
- Life Planning Workshops: "Explore Your Future" will be offered to pre-retirees and retirees through various agencies and entities.
- Community Dialogue Series: The program will develop an agreement with Travis County Television to implement a televised community dialogue series to focus on older adult issues.
- Leadership Academy: A workshop series will be offered which will build leadership skills among the 55+ population. "Make a Big Difference Teams" will be formed which will address critical community issues and needs.
- Information Referral Service: Coming of Age participants will be provided a wide spectrum of opportunities for individuals and organizations. Individuals can be connected to compelling volunteer opportunities, learning opportunities, encore career opportunities, ways to enjoy free time, ways to explore their future, and information on issues that are important to the 50+ population. Organizations can enjoy learning tools, best practice information, and research engines for a variety of topics.
- Print media stories: Inspirational volunteer stories will be highlighted through various print media outlets.
- Develop and implement a public awareness plan of volunteer and encore opportunities and the contributions of boomers and older adults in service.

Retention strategies include:

- Ensuring opportunities allow for flexibility in areas such as volunteer activity, length of commitment, location, population served, leadership opportunities offered, new skills that are gained, and the like;
- Providing a well-organized benefits structure that includes service learning;

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- Offering intergenerational opportunities for events, including national days of service;
- Conducting follow up with volunteers after they are placed to ensure satisfaction has been achieved;
- Maintaining "Explore Your Future" workshops, the community dialogue series, the Leadership Academy, the Information Referral Service, the broadcast and print media outlets, and the Internet technology;
- Making personal contact with volunteers who are not active; and
- Developing educational, social, and cultural activities for members.

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

- Formal recognition will occur at an annual banquet. Volunteers will be honored for their achievements.
- A bi-weekly email newsletter will feature volunteer opportunities, volunteer and station spotlights and relevant volunteer resources.
- Volunteers will have access to "Explore Your Future" workshops for pre-retirees and retirees and help individuals explore options in their retirement years, focusing on public service and lifelong learning.
- Volunteers can take advantage of an on-going community dialogue series and video file sharing on civic engagement and issues compelling to people 50+.
- Coming of Age will nominate volunteers for community and national service awards.

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

Project Staff: Travis County, the local sponsor, offers professional development training and support to project staff. In addition, staff will continue to receive trainings in workshops provided at local and national professional meetings on volunteerism and community service. Specialized training specific to

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the Coming of Age program will be provided by staff from Temple University Center for Intergenerational Learning. This training will focus on how to facilitate workshops for pre/post retiree volunteers and organizational members: These workshops will offer best practices in the areas of "Train the Trainer" and the "Learning Lab," mentioned previously. Guidance in survey development to expand the program's community base will be provided by the Research and Planning Division of HHS/VS.

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

Coming of Age stations will be specifically selected to participate in the Coming of Age program based on their ability to address prioritized community needs in education, independent living for seniors, and capacity building in financial and volunteer sectors and health and human services. Volunteers will be required to participate in the Coming of Age Learning Labs, called "Capturing the Energy & Expertise of People 50+." The labs comprise a 2-day series of workshops which focus on how to mobilize, energize and utilize the baby boomer volunteer. The organizations involved will explore what motivates these volunteers in a diverse community. They will be asked to sharpen volunteer interviewing and screening skills, as well as design dynamic strategies for effectively engaging and challenging the 50+ volunteer. Their newly recruited volunteers will serve to demonstrate an impact on specific community issues.

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

Program Management

SECTION C: PROGRAM MANAGEMENT

STATIONS THAT ADDRESS SPECIFIED COMMUNITY NEEDS AND PROVIDE MEANINGFUL PLACEMENTS

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

Coming of Age will work with approximately 30 nonprofit or public organizations in its first year, and organizations will be located throughout Travis County to ensure a wide range of volunteer assignments for our members. All volunteers will be placed in outcome-based assignments. Coming of Age seeks to limit the number of additional Coming of Age volunteer stations to 15 in subsequent years. Maintaining

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fewer than 50 volunteer stations during the 3-year proposed project period will allow staff to develop quality relationships and provide technical assistance to members where needed, while focusing on volunteer outcome-based performance goals and providing diverse, flexible service opportunities.

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

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

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

ASSESSMENT OF PROJECT PERFORMANCE

Evaluation will include several methodologies. Coming of Age staff and advisory committee members

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

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

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

Proposed Coming of Age evaluation measures include:

Short-term (1 year)

1. Increased knowledge, skills and behavior of staff at organizations that will enable the organizations to successfully engage people 55+ in compelling volunteer opportunities;
2. Expanded awareness and increased motivation of people 55+ to pursue options for contribution and connection in their communities through civic engagement;
3. Demonstration of effective strategies for promoting 55+ civic engagement in culturally diverse communities; and

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4. Successfully implementing two organizational capacity-building workshops for local organizations.

Medium-term (2 years)

1. Increased number of people 55+ in Travis County connecting with and contributing to the local community through volunteer service;
 2. Increased number of meaningful opportunities for connection and contribution offered within local organizations and communities;
 3. Expanded community awareness of the value of people 55+ as a rich and unique community resource;
 4. Demonstrated impact of 55+ civic engagement on specific community issues;
 5. Engaged diverse populations in opportunities to connect and contribute through civic engagement;
- and
6. Evidence that participation in Coming of Age creates more purposeful and connected lives for residents age 55+ in Travis County.

Long-term (3 years)

1. More purposeful, connected and contributing lives for the region's 55+ population;
2. Healthier and stronger community organizations; and
3. Changed awareness and attitude about people 55+.

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

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

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MANAGING INFORMATION AND DATA

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

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

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

MANAGING PROJECT RESOURCES

Travis County, the project's sponsor, will provide Coming of Age with the necessary support to ensure accountability and efficient and effective use of available resources. Project resources will be managed by the Coming of Age Director and HHS/VS's Finance Division. HHS/VS's Finance Manager, HHS/VS's Executive Manager, the Travis County Auditor's Office, and the Travis County Planning and Budget Office will review budgets annually, with final review and approval from the Travis County Commissioners Court. Additionally, HHS/VS's Finance Division will provide monthly budget activity statements. Budget forecasts will be conducted at the half year mark to ensure good stewardship of resources. General purpose financial statements are audited annually in accordance with government auditing standards.

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SECURING RESOURCES TO SUSTAIN AND EXPAND THE PROGRAM

Coming of Age staff will secure resources by researching funding opportunities and submitting grant applications to various funders, in addition to soliciting community and corporate sponsors for events. Travis County has made a commitment to Coming of Age and will provide an annual financial allocation to ensure its long-term success, as well as provide staff to research grant opportunities. Coming of Age will benefit from the resources of Travis County for critical support including administrative support, record keeping, financial management, facilities management, equipment, supplies, and personnel management.

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

Organizational Capacity

PART III SECTION D. ORGANIZATIONAL CAPACITY

ORGANIZATION'S EXPERIENCE

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

KEY STAFF POSITIONS

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Coming of Age staff will be hired or transitioned from the existing RSVP program effective October 2010. Staff roles are as follows:

- 1) The Coming of Age Program Director will be responsible for the program budget, resource development, reporting, local and national advocacy, planning, program evaluation and assessment, building commitment among partners of program priorities, supporting the Advisory Council, RSVP grant management, personnel and performance management. The Program Director has a BA in Natural Sciences from the University of Texas at Austin and brings over 20 years of experience in volunteer management and human services planning in basic needs and senior issues.
- 2) The two Community Engagement Coordinators will be responsible for identifying, screening and matching volunteer skills with nonprofit/public organizations, supervising the work of Coming of Age's in-house volunteers, volunteer station management, and the development of volunteer projects with measurable impacts. One Coordinator has 13 years of experience in volunteer management and senior issues and has a Bachelors degree in Gerontology. The other Coordinator has a Bachelors in Mass Communications/Journalism, 13 years of experience in volunteer management, plus 6 years of experience as an RSVP Volunteer Coordinator.
- 3) The Training Coordinator will be responsible for Coming of Age volunteers and station training, including the Learning Lab, "Explore Your Future" workshops, Leadership Academy, and lecture series on productive aging. The Training Coordinator has taught for over four years at the college level, has a MA and PhD in Anthropology as well as certification in Gerontology, and has over 14 years of experience as an RSVP Volunteer Coordinator.
- 4) The Community Relations Coordinator will be hired to implement strategies to gain greater public awareness of the program, mobilize volunteers, promote civic engagement, and partner with local media to create awareness of volunteer opportunities and the contributions of older adults in service.
- 5) The Administrative Assistant will provide administrative support services for staff and maintain the volunteer management database, purchasing, equipment inventory. The Administrative Assistant has 4

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years of experience in providing administrative support to RSVP and 17 years of office administration.

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

7) "Explore Your Future" Trainers (2-3), to be hired, will be independent contractors and experienced trainers who help pre-retirees and retirees explore their future and design a fulfilling next phase of life, filled with opportunities.

FINANCIAL MANAGEMENT SYSTEMS AND EXPERIENCE IN MANAGING FEDERAL GRANTS

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

Travis County and HHS/VS have successfully managed federal grants for more than 30 years.

Currently, HHS/VS manages more than 10 federal grants (including American Recovery and Reinvestment Act funding) totaling more than \$10 million dollars. There are four staff principally involved in general grants development and administration. These include: the Finance Manager and two Contract Compliance Specialists & one primarily focuses on discretionary funding and the other on formula (entitlement) type grants. There is also a Resource Development Senior Planner who stewards the pre-award phase of the departmental grants cycle, leading needs identification, grants research and development. The Finance Manager and Finance staff are involved throughout the various phases of the

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grant award, working closely with the grant-funded program within HHS/VS to ensure appropriate oversight and compliance with grant regulations. The Finance Manager and Contract Compliance Specialists each have more than 10 years experience administering grants. The Resource Development Senior Planner has more than 13 years of grants experience that includes development, management, and administration (grantor). HHS/VS also has a departmental Grants Management Procedures manual that is aligned to County procedures and protocol.

TRACK RECORD IN MANAGING VOLUNTEER PROGRAMS, INVOLVEMENT WITH SENIORS, AND IMPACT-BASED PROGRAMMING

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

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

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

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

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

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

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equipment updated as necessary. Other support departments, such as the Planning and Budget Office, Purchasing and Human Resource Management, ensure that all purchases and accounting transactions, budgetary issues, and personnel matters are handled through appropriate channels.

PROCEDURES FOR SELF-ASSESSMENT, EVALUATION, AND CONTINUOUS IMPROVEMENT

HHS/VS has a system of self-evaluation and periodic check-ins to ensure continual improvement of its grant-funded programs. Two Contract Compliance Specialists within the Financial Services Division work with programs post-grant award to ensure that programs are complying with grant requirements. One Contract Compliance Specialist's focus is on entitlement grants, while the other's focus is on discretionary grants. They assist program staff by reviewing and submitting reports to each grant's respective grantor and/or the County Auditor for appropriate review, approval and submission to Grantor.

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

Other

PART III SECTION E. OTHER

HARNESSING BABY BOOMER'S EXPERIENCE

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

By having both the volunteer and the station attend training, the Coming of Age program is establishing the foundation for a volunteer to have a meaningful and satisfactory experience and for stations to more

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Narratives

effectively utilize their volunteers to meet their respective missions. Stations will provide service opportunities to Boomers in the Coming of Age five priority areas: independent living services, education, capacity building, health, and human services. Volunteers will identify what creates meaning in their life and work with the Community Engagement Coordinators to match them with an appropriate volunteer opportunity.

ENSURING A BRIGHTER FUTURE FOR ALL OF AMERICA'S YOUTH

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

MOBILIZING MORE VOLUNTEERS

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

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

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Narratives

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

ENGAGING STUDENTS IN COMMUNITIES

Coming of Age will engage students in intergenerational service events with Coming of Age volunteers on 9/11 and MLK national days of service. These days of service will bring generations together as part of a strategic effort to: bridge differences in age, economic status, and race/ethnicity; stimulate and inspire youth and older adults to go a step further in helping others and in solving community problems; and improve the lives of youth and older adults through intergenerational collaboration and programs.

SUPPORTING DISASTER PREPAREDNESS AND RESPONSE

Although there are no plans for disaster preparedness and response in year one, Coming of Age will support disaster response efforts through volunteer mobilization. HHS/VS is a member of the Local Command Center, the designated emergency relief hub, and deploys employees and volunteers to support efforts in the event of a disaster.

PNS Amendment (if applicable)

Not applicable.

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Work Plan/Performance Measures

Total Number of Unduplicated Volunteers: 300

Service Category: Immunization

Total # Stations: 1

Total # Volunteers: 30

Total # Clients: 1000

Part 1: Need

Community Need

COMMUNIT NEED: To be properly protected from a number of life-threatening diseases, every child should receive a series of five vaccinations by the age of two. Out of the 15,000 live births a year in Travis County, an estimated 10,800 (72%) of the children under two have been adequately immunized. The remaining 4,800 are at risk for serious diseases. Public awareness of the need for early childhood protection, and more importantly - parental education, must be greatly improved.

The goal of this project is to educate the hospitalized mothers of newborns to the importance of timely immunizations, and to maintain contact with the parent by phone and shot-reminder cards over the next two years. The RSVP program is designed to follow the highly successful "Seniors & Volunteers for Childhood Immunizations" model (SVCII program) piloted by the University of North Texas and RSVP - Denton.

Part 2: Action Plan

Service Activities

SERVICE ACTIVITY: RSVP volunteers will visit mothers of newborns in St. David's Hospital. The volunteers will provide them with information packets and a discussion of the importance of following an immunization schedule. The information provided includes immunization sites and a request for vital information from the mother for follow-up purposes. The object is to enroll the mother in a tracking system established by immunization reminder cards and telephone calls prior to the infant's age of 2, 4, 6, and 12 months. Calls will verify the infants' immunizations at clinics or doctors' offices, and resulting data will be given to the University of North Texas.

Anticipated Input

ANTICIPATED INPUT: A total of 30 volunteers will work as hospital volunteers, substitutes, information packet assemblers, reminder-card mailers, callers and data processors.

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Work Plan/Performance Measures

| Anticipated Accomplishments/Outputs | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|--|---|-----------------------------|
| Summary | | |
| ANTICIPATED OUTPUT: Mothers of newborns in the hospital will receive information about immunizations from RSVP volunteers. | | |
| INDICATOR: Number of mothers of newborns in the hospital receiving information about immunizations from RSVP volunteers. | | |
| TARGET: 1000 mothers of newborns in the hospital will receive information about immunizations. | | |
| HOW MEASURED: Monthly reporting log | | |

| Anticipated Intermediate Impact/Outcome | Period of Accomplishment: 1st-4th quarters | Performance Measure: |
|--|---|-----------------------------|
| Summary | | |
| ANTICIPATED INTERMEDIATE OUTCOME: Mothers of newborns visited in the hospital receiving information about immunizations will enroll in the SVCI program. | | |
| INDICATOR: Percentage of mothers visited who enroll in the SVCI program. | | |
| TARGET: 90% of mothers visited will enroll in the SVCI program. | | |
| HOW MEASURED: Monthly reporting log, SVCI database | | |

| Anticipated End Impact/Outcome | Period of Accomplishment: 1st - 4th quarters | Performance Measure: <input checked="" type="checkbox"/> |
|---|---|---|
| Summary | | |
| ANTICIPATED END OUTCOME: Newborns enrolled in the SVCI program will complete all required immunizations within 2 years. | | |
| Indicator: | | |
| INDICATOR: Percentage of newborns enrolled and maintained in the SVCI program who complete all required immunizations within 2 years. | | |
| Target | 80# | |
| How Measured: Survey | | |

Description:
Data collection is done via a phone survey to the mother or contact identified on the enrollment card to verify the infants' required immunizations.

Service Category: Adult Education and Literacy

Total # Stations: 5

Total # Volunteers: 15

Total # Clients: 25

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Work Plan/Performance Measures

Part 1: Need

Community Need

The 2010 Literacy Coalition of Central Texas report on "The Need for Adult Education Services" indicates that limited literacy skills cost businesses and taxpayers approximately \$20 billion a year in lost wages, profits, and productivity. Low literacy and educational attainment are highly correlated with higher crime rates. The report also indicates that children of adults who participate in literacy programs improve their grades and test scores, improve their reading skills, and are less likely to drop out of school. Additionally, Recording for the Blind and Dyslexic reports that providing students of all ages who have print, physical, and learning disabilities access to a general education curriculum is a national challenge. Access to educational materials is critically important to improving performance and demonstrating students' academic achievement and is required by federal and state laws. In Austin, volunteers in the Coming of Age Adult Education and Literacy Program will participate in and support local organizations providing adult educational and literacy services.

Part 2: Action Plan

Service Activities

Coming of Age volunteers will assist social service agencies and programs, refugee programs, agencies providing self-sufficiency education for adults, immigration services agencies, agencies providing English as a Second Language education, literacy coalitions, Recording for the Blind and Dyslexic, and other non-profit organizations by providing support to clients, staff, and administration. Volunteer activities may include teaching adult basic education and GED courses, providing English as a Second Language classes, educating adults about life skills, serving as literacy tutors, reading books for adults with print disabilities, providing financial literacy classes, working in lifelong learning programs, and assisting staff and administration who support adult education. Volunteers will work directly with the staff and administration to identify the areas volunteers will serve in, and the staff and administration will assign and supervise the volunteer in their designated tasks.

Anticipated Input

15 Coming of Age volunteers will assist five local organizations that support adult education and

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Work Plan/Performance Measures

literacy by providing academic achievement sessions or Recording for the Blind sessions for 25 adults. Academic achievement sessions and Recording for the Blind and Dyslexic sessions last for 30 minutes or more.

| Anticipated Accomplishments/Outputs | Period of Accomplishment: Quarters 1-4 | Performance Measure: |
|--|--|----------------------|
| Summary 25 adults will receive 250 academic achievement activities or Recording for the Blind and Dyslexic activities through tutoring, in-class assistance, reading educational publications, and literacy and general educational assistance. | | |

| Anticipated Intermediate Impact/Outcome | Period of Accomplishment: Quarters 1-4 | Performance Measure: |
|--|--|----------------------|
| Summary Due to the support of Coming of Age volunteers, Coming of Age volunteer stations will report they are better able to serve their clients. | | |

| Anticipated End Impact/Outcome | Period of Accomplishment: Quarter 4 | Performance Measure: |
|--|-------------------------------------|----------------------|
| Summary Organizations will report an increase and/or improvement in adult education and literacy skills for clients who have been provided academic achievement sessions by Coming of Age volunteers. | | |

| | | |
|---|------------------------|--------------------|
| Service Category: Social Services Planning & Delivery Systems/Community Organization | | |
| Total # Stations: 5 | Total # Volunteers: 60 | Total # Clients: 0 |

Part 1: Need

Community Need

Last year, the Greenlights 2009 Non-Profit Pulse Survey reported that local non-profit agencies have experienced an increase in demand for services while seeing a 54% drop in contributions. More than 40% of those surveyed reported that they intend to dedicate more staff to fundraising over the next year. With over 6,000 non-profits in Austin alone, competition for funds is increasing. Coming of Age volunteers will dedicate significant time to organize and participate in the fundraising efforts of local agencies. Through their efforts, Coming of Age volunteers will help agencies maintain or increase current funding to maintain or expand existing programs and services.

Part 2: Action Plan

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Work Plan/Performance Measures

Service Activities

In the course of a year, 60 Coming of Age volunteers will work on fundraising events for a variety of non-profits. Some of the non-profits have annual fundraising events, and some have on-going fundraising activities, e.g. selling crafts year round. Assignments include selling raffle tickets for non-profit agencies, soliciting holiday gift sponsorships for clients served through human needs organizations, thrift/craft sales, participating in golf tournaments or other annual events, and other special projects as requested

Anticipated Input

60 Coming of Age volunteers will work on fundraising events at five different local non-profits and report 2,000 hours of service. Volunteers will receive orientation for all fundraising events by the agency staff. Volunteers working on year-round fundraising will receive training when they have their initial orientation.

Anticipated Accomplishments/Outputs

Period of Accomplishment: Quarters 1-4

Performance Measure:

Summary
Coming of Age volunteers will volunteer at six fundraising events and activities that benefit non-profit organizations

Anticipated Intermediate Impact/Outcome

Period of Accomplishment: Quarters 1-4

Performance Measure:

Summary
Fundraising efforts of Coming of Age volunteers will enable non-profit organizations to maintain or increase funding levels

Anticipated End Impact/Outcome

Period of Accomplishment: Quarter 4

Performance Measure:

Summary
Agencies and organizations that utilize Coming of Age volunteers in their fundraising efforts will maintain or expand their existing programs and services as a result of the efforts of the volunteers

Service Category: Social Services Planning & Delivery Systems/Community Organization

Total # Stations: 8

Total # Volunteers: 30

Total # Clients: 0

Part 1: Need

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Work Plan/Performance Measures

Community Need

Last year, the Greenlights 2009 Non-Profit Pulse Survey reported that local non-profit agencies have experienced an increase in demand for services while seeing a 54% drop in contributions. The report also states that nearly 20% of non-profits had to lay off staff over the past year, and another 10% intend to do so in the coming year. Twelve percent plan to reduce or eliminate programs and services; 11% have already done so. As a result, over 6,000 nonprofits in Austin are becoming more reliant on the services of volunteers to maintain their client services and programs. By recruiting and managing volunteers for non-profit organizations, Coming of Age volunteers can help these agencies maintain and continue to offer services and programs to their clients.

Part 2: Action Plan

Service Activities

In an effort to offer sustainability to local non-profit agencies, Coming of Age volunteers will recruit and manage volunteers for those agencies. Coming of Age volunteers will recruit and manage additional volunteers for non-profit organizations, including theatres, hospitals, visitor's bureaus, police departments, schools, civic groups, and senior centers. Coming of Age volunteers will recruit additional volunteers in a variety of ways in formal and/or informal settings. Volunteers will provide membership materials and information about Coming of Age to potential volunteers, as well as provide information about volunteer opportunities in the community and information and opportunities in the agency they serve at. Coming of Age volunteers will also mobilize and manage groups of volunteers for social, educational, and recreational activities.

Anticipated Input

Thirty volunteers will each spend four hours per month recruiting and managing volunteers for non-profit organizations. They will be provided with recruitment packets that include Coming of Age information and membership information. Coming of Age staff will train the Coming of Age volunteers on how to effectively recruit additional volunteers.

| Anticipated Accomplishments/Outputs | Period of Accomplishment: Quarters 1-4 | Performance Measure: |
|-------------------------------------|--|----------------------|
| Summary | | |

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Work Plan/Performance Measures

Coming of Age volunteers will recruit new volunteers for non-profit agencies.

| | | |
|---|---|-----------------------------|
| Anticipated Intermediate Impact/Outcome | Period of Accomplishment: Quarters 1-4 | Performance Measure: |
| Summary Coming of Age volunteers will report an increase in their civic engagement due to their participation in volunteer recruitment and volunteer management and mobilization activities. | | |

| | | |
|--|--|---|
| Anticipated End Impact/Outcome | Period of Accomplishment: Quarter 4 | Performance Measure: <input checked="" type="checkbox"/> |
| Summary By recruiting and managing volunteers for non-profit agencies, Coming of Age volunteers will help those agencies maintain and continue to offer services and programs to their clients. | | |

Indicator:
 Percent of agencies who report that they maintained their services and programs to clients with the help of volunteers recruited by Coming of Age volunteers
 Target 70%

How Measured: Survey

Description:
 An annual web-based and paper survey will be given to all agencies

| | | | |
|---|------------------------|-----------------|-----|
| Service Category: Social Services Planning & Delivery Systems/Community Organization | | | 500 |
| Total # Stations: 12 | Total # Volunteers: 75 | Total # Clients | |

Part 1: Need

Community Need

According to the 2008 American Community Survey, 7% (or 66,890 individuals) of Travis County residents are 65 years of age and older. The Texas Health and Human Services Commission estimates that by 2010, more than 17,000 of these individuals will have disabilities that interfere with activities of daily living. These disabilities threaten the ability of individuals to maintain their independence and live in their own homes. Survey data from AARP indicates that the vast majority of older adults want to remain independent and live out their lives in their own homes. The alternative to independence is often institutional care, which costs an estimated six times more than the cost of remaining in one's home. The goal of the Independent Living Program is to help 500 individuals remain independent at home. Coming of Age will address this need by increasing the number of volunteers who participate in

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Work Plan/Performance Measures

volunteer programs through caregiver or other human service organizations

Part 2: Action Plan

Service Activities

Coming of Age volunteers will work in collaboration with several organizations: American Cancer Society, Faith In Action Austin Caregivers Association, Family Eldercare services, Meals on Wheels & More programs, and the We Care program. Volunteers will provide home meal delivery, minor home repairs, guardianship assistance, friendly calls/visits, and transportation to shopping or to medical appointments. By providing these services either directly or indirectly (e.g., office scheduling of clients for service) to semi-homebound elderly individuals, some 500 clients will be served.

Anticipated Input

75 volunteers will provide home meal delivery, minor home repairs, guardianship assistance, friendly calls/visits, and transportation for shopping or medical appointments. These volunteers will contribute over 5,000 hours of service annually, many of them using their own cars for client transportation.

Anticipated Accomplishments/Outputs

Period of Accomplishment: Quarters 1-4

Performance Measure:

Summary

Annually, 500 clients will receive services through designated programs offering assistance that enables elders to live independently.

Anticipated Intermediate Impact/Outcome

Period of Accomplishment: Quarters 1-4

Performance Measure:

Summary

Organizations that are provided Coming of Age volunteers will be able to better meet clients' needs due to the increased capacity provided by these volunteers.

Indicator:

Percent of organizations provided Coming of Age volunteers who report that these volunteers helped them better meet clients' needs.

Target 85%

How Measured: Survey

Description:

An annual survey completed by the organizations provided Coming of Age volunteers.

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Work Plan/Performance Measures

| Anticipated End Impact/Outcome | Period of Accomplishment: Quarter 4 | Performance Measure: <input checked="" type="checkbox"/> |
|--------------------------------|-------------------------------------|--|
|--------------------------------|-------------------------------------|--|

Summary

Clients served will maintain independence due, in part, to the assistance provided by the Coming of Age volunteers. (In this case, "independence" means that clients have not been moved to an institutional/nursing facility for full-time care. Activities of Coming of Age volunteers support agency efforts to enable the elderly to continue to live in their homes.)

Indicator:

Percent of clients who are able to remain in their homes

Target 85%

How Measured: Survey

Description:

Coming of Age log compiled from monthly reporting (of clients served, new clients, and type of service provided), phone verification, and an end-of-year survey completed by participating agencies.

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August 30, 2011 4:21 PM

Coming of Age Austin Metro
Travis County Department of Human Services

Application ID: 11SR131331

Budget Dates: 10/01/2010 - 09/30/2013

| | Total Amt | CNCS Share | Grantee Share | Excess Amount |
|--|------------------|-----------------|------------------|---------------|
| Section I. Volunteer Support Expenses | | | | |
| A. Project Personnel Expenses | 219,810 | 41,381 | 178,429 | 0 |
| B. Personnel Fringe Benefits | 6,579 | 748 | 5,831 | 0 |
| FICA | 14,121 | 2,539 | 11,582 | 0 |
| Health Insurance | 36,230 | 5,491 | 30,739 | 0 |
| Retirement | 26,053 | 4,498 | 21,555 | 0 |
| Life Insurance | 418 | 38 | 380 | 0 |
| Total | \$83,401 | \$13,314 | \$70,087 | \$0 |
| C. Project Staff Travel | | | | |
| Local Travel | 574 | 218 | 356 | 0 |
| Long Distance Travel | 10,958 | 6,836 | 4,122 | 0 |
| Total | \$11,532 | \$7,054 | \$4,478 | \$0 |
| D. Equipment | | | | |
| E. Supplies | 816 | 0 | 816 | 0 |
| F. Contractual and Consultant Services | 10,641 | 0 | 10,641 | 0 |
| I. Other Volunteer Support Costs | 4,200 | 0 | 4,200 | 0 |
| Criminal Background Check | 0 | 0 | 0 | 0 |
| Total | \$4,200 | \$0 | \$4,200 | \$0 |
| J. Indirect Costs | | | | |
| Section I. Subtotal | \$330,400 | \$61,749 | \$268,651 | \$0 |
| Section II. Volunteer Expenses | | | | |
| A. Other Volunteer Costs | | | | |
| Meals | 0 | 0 | 0 | 0 |
| Uniforms | 0 | 0 | 0 | 0 |
| Insurance | 3,409 | 962 | 2,447 | 0 |
| Recognition | 19,039 | 10,906 | 8,133 | 0 |
| Volunteer Travel | 18,267 | 2,126 | 16,141 | 0 |
| Total | \$40,715 | \$13,994 | \$26,721 | \$0 |
| Section II. Subtotal | \$40,715 | \$13,994 | \$26,721 | \$0 |
| Budget Totals | \$371,115 | \$75,743 | \$295,372 | \$0 |
| Funding Percentages | | 20.4% | 79.6% | |
| Required Match | | n/a | | |
| # of years Receiving CNCS Funds | | n/a | | |

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

Section I. Volunteer Support Expenses

A. Project Personnel Expenses

| Position/Title -Qty -Annual Salary -% Time | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|--|---------------|----------------|----------------|---------------|
| Project Director: - 1 person(s) at 65336 each x 80 % usage | 41,381 | 10,888 | 52,269 | 0 |
| Administrative Assistant: - 1 person(s) at 35623 each x 80 % usage | 0 | 28,498 | 28,498 | 0 |
| Training Coordinator: - 1 person(s) at 49578 each x 74.86 % usage | 0 | 37,114 | 37,114 | 0 |
| Community Relations Coordinator: - 1 person(s) at 44781 each x 74.31 % usage | 0 | 33,277 | 33,277 | 0 |
| Community Engagement Coordinator: - 1 person(s) at 85814 each x 80 % usage | 0 | 68,652 | 68,652 | 0 |
| CATEGORY Totals | 41,381 | 178,429 | 219,810 | 0 |

B. Personnel Fringe Benefits

| Item -Description | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|--|---------------|---------------|---------------|---------------|
| FICA: base salary X 0.062 x .8 | 2,539 | 11,582 | 14,121 | 0 |
| Health Insurance: (months on payroll x % of salary x \$629) - (sponsor adjustment) x .8 | 5,491 | 30,739 | 36,230 | 0 |
| Retirement: Contribution to retirement determined as (salary x 0.1144) x.8 | 4,498 | 21,555 | 26,053 | 0 |
| Life Insurance: months on payroll x \$7.25 x .8 | 38 | 380 | 418 | 0 |
| Longevity: Longevity pay based on sponsors formula of \$60/year after the fourth year x .8 | 0 | 2,832 | 2,832 | 0 |
| Worker's Compensation: base salary x 0.75 x Workers Compensation Insurance Factor of 0.0026 x .8 | 73 | 371 | 444 | 0 |
| FICA - Medicare: base salary x 0.0145 x .8 | 675 | 2,628 | 3,303 | 0 |
| CATEGORY Totals | 13,314 | 70,087 | 83,401 | 0 |

C. Project Staff Travel

Local Travel

| Purpose -Calculation | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|----------------------|------------|---------------|--------------|---------------|
| | | | | |

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| | | | | |
|--|-----|-----|-----|---|
| Auto mileage - employees (within Travis County): based on \$0.50/mile x .8 | 218 | 356 | 574 | 0 |
| CATEGORY Totals | 218 | 356 | 574 | 0 |

Long Distance Travel

| Purpose -Destination -Other Travel -Trans. Amount -Meals/ Lodging | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|---------------|--------------|---------------|
| Travel, Meals, Lodging (Long Distance Travel): Based on estimated expenses for staff travel to work-related conferences, including Natl Conf on Vol & Svc., Tx Sr Corps Conf. Per diem range \$39-71/day. Lodging ~ \$219/night. Air travel ~ \$450/staff person. Car rental ~ \$29/day. (x .93)- Meals 3,492 Lodging/Trans 2,070 Other 0 | 2,660 | 2,902 | 5,562 | 0 |
| Training & Seminars: Based on estimated registration for work-related seminars/conferences, including Natl Conf on Vol & Svc, Tx Sr Corps Conf. (x .8)- Meals 0 Lodging/Trans 0 Other 1,595 | 375 | 1,220 | 1,595 | 0 |
| Travel, Meal, Lodging - Routine: Business meetings travel - Washington, D.C., Lewisville, Texas. Per diem \$71/day. Lodging ~ \$219/night. Air travel ~ \$450/person.- Meals 0 Lodging/Trans 3,507 Other 0 | 3,507 | 0 | 3,507 | 0 |
| Training & Seminars - Vehicle Rental: Car rental for National Conference in New Orleans- Meals 0 Lodging/Trans 294 Other 0 | 294 | 0 | 294 | 0 |
| CATEGORY Totals | 6,836 | 4,122 | 10,958 | 0 |

D. Equipment

| Item/Purpose -Qty -Unit Cost | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|------------------------------|------------|---------------|--------------|---------------|
| CATEGORY Totals | 0 | 0 | 0 | 0 |

E. Supplies

| Item/ Purpose -Calculation | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|--|------------|---------------|--------------|---------------|
| Office supplies: \$ amount based on historical spending x .8 | 0 | 656 | 656 | 0 |
| Educational, communication supplies: \$ amount based on historical spending x .8 | 0 | 160 | 160 | 0 |
| CATEGORY Totals | 0 | 816 | 816 | 0 |

F. Contractual and Consultant Services

| Purpose -Calculation | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|---------------|--------------|---------------|
| Long Distance Service: Telephone long distance government rate; | 0 | 40 | 40 | 0 |

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| | | | | |
|---|---|--------|--------|---|
| allocation of \$4/month based on historical spending x .8 | | | | |
| Software Maintenance Agreement: \$300/year for Volunteer Reporter maintenance agreement (x 100%) | 0 | 300 | 300 | 0 |
| Cellular air time: Based on annual fee for wireless card x .8 | 0 | 413 | 413 | 0 |
| Cellular allowance: \$30/month for cell phone x .8 | 0 | 288 | 288 | 0 |
| Consultants (independent contractors/trainers for workshops/labs): Based on rate of \$500 per session/person x .8 | 0 | 9,600 | 9,600 | 0 |
| CATEGORY Totals | 0 | 10,641 | 10,641 | 0 |

I. Other Volunteer Support Costs

| Item | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|---------------|--------------|---------------|
| Criminal Background Check: | 0 | 0 | 0 | 0 |
| Other Purchased Services. Printing (development and update of outreach and orientation materials) x .8: | 0 | 4,000 | 4,000 | 0 |
| Professional Memberships. Includes Natl Sr Corps Assn., Tx Sr Corps Assn. x .8: | 0 | 200 | 200 | 0 |
| CATEGORY Totals | 0 | 4,200 | 4,200 | 0 |

J. Indirect Costs

| Calculation -Rate Type -Rate -Claimed -Cost Basis | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|---------------|--------------|---------------|
| CATEGORY Totals | 0 | 0 | 0 | 0 |
| SECTION Totals | 61,749 | 268,651 | 330,400 | 0 |
| PERCENTAGE | 19% | 81% | | |

Section II. Volunteer Expenses

A. Other Volunteer Costs

| Item -Description | CNCS Share | Grantee Share | Total Amount | Excess Amount |
|---|------------|---------------|--------------|---------------|
| Meals: | 0 | 0 | 0 | 0 |
| Uniforms: | 0 | 0 | 0 | 0 |
| Insurance: Based on CIMA formula for accident, personal liability and excess auto liability. (x 100%) | 962 | 2,447 | 3,409 | 0 |
| Recognition: Formal and information recognition for volunteers x .8 | 10,906 | 8,133 | 19,039 | 0 |

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Updated 9/15/11 3:45 p.m.

| | | | | |
|---|--------|--------|--------|---|
| Volunteer Travel: Mileage reimbursement at \$.20/mile up to 100 miles/ month x .944 | 2,126 | 16,141 | 18,267 | 0 |
| CATEGORY Totals | 13,994 | 26,721 | 40,715 | 0 |
| SECTION Totals | 13,994 | 26,721 | 40,715 | 0 |
| PERCENTAGE | 34% | 66% | | |

| | | | | |
|----------------------|--------|---------|---------|---|
| BUDGET Totals | 75,743 | 295,372 | 371,115 | 0 |
| PERCENTAGE | 20% | 80% | | |

Source of Funds

| Section | Description |
|---------------------------------------|---------------|
| Section I. Volunteer Support Expenses | Travis County |
| Section II. Volunteer Expenses | Travis County |

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ASSURANCES

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

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

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

For AmeriCorps State and National Applicants ONLY

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

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

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

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

For Learn and Serve America Applicants ONLY

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

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

For Social Innovation Fund Applicants ONLY

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

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

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CERTIFICATIONS

Certification – Debarment, Suspension, and Other Responsibility Matters

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

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

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

Certification – Drug Free Workplace

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

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

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

Certification - Lobbying Activities

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

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

Certification - Grant Review Process (State Commissions Only)

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

For AmeriCorps State and National Applicants ONLY

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

Erroneous certification or assurance

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

Notice of error in certification or assurance

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

Definitions

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

Assurance requirement for subgrant agreements

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

Assurance inclusion in subgrant agreements

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

Assurance of subgrant principals

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

Non-assurance in subgrant agreements

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Prudent person standard

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

GRANT SUMMARY SHEET

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

| | |
|------------------------------|--------------------|
| Department/Division: | Juvenile Probation |
| Contact Person/Title: | Alan Miller |
| Phone Number: | 45628 |

| | | | |
|--|---|--|---------------------|
| Grant Title: | Residential Substance Abuse Treatment Grant | | |
| Grant Period: | From: | 10/01/11 | To: 09/30/12 |
| Grantor: | Office of the Governor, Criminal Justice Division | | |
| 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: | \$57,166 | | | 47,512 | | \$102,991 |
| Operating: | \$85,369 | | | 0 | | \$79,961 |
| Capital Equipment: | | | | 0 | | \$7,095 |
| Indirect Costs: | | | | 0 | | 0 |
| Total: | \$142,535 | \$0 | \$0 | 47,512 | \$0 | \$190,047 |
| FTEs: | 1 | | | .82 | | 1.82 |

| Permission to Continue Information | | | | |
|------------------------------------|-------------------|--|-----------------|---------------|
| Funding Source (Account number) | Personnel Cost | Operating Transfer/ Contribution to Grant | Estimated Total | Filled FTE |
| 001-4550-593-0701 FY 12 | \$9,388 | \$9,388 | \$18,776 | 1 |

| Department | Review | Staff Initials | Comments |
|-----------------|-------------------------------------|----------------|----------|
| County Auditor | <input checked="" type="checkbox"/> | MN | |
| County Attorney | <input type="checkbox"/> | N/A | |

| Performance Measures Applicable Depart. Measures | Projected FY 11 Measure | Progress To Date: | | | | Projected FY 12 Measure |
|--|-------------------------------|-------------------|---------|---------|---------|-------------------------------|
| | | 12/31/10 | 3/31/11 | 6/31/11 | 9/30/11 | |
| Total number of juveniles served in RSAT program | 129 | 82 | | | | 140 |
| Total number of juveniles discharged | 49 | 20 | | | | 52 |

| | | | | | | |
|--|---|-----|--|--|--|-----|
| Percentage of juveniles successfully completing the program | 84% | 95% | | | | 85% |
| Measures For Grant | | | | | | |
| Number successful in completing program and pass their drug tests | 69 | 48 | | | | 70 |
| Outcome Impact Description | Determined by the number of participants entering the RSAT program and the number offenders who have completed the program and remained drug free throughout the duration of program | | | | | |
| Total number of treatment beds supported by non-grant funds, but enhanced with grant funded services | 74 | 74 | | | | 74 |
| Outcome Impact Description | The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc. | | | | | |
| Number of residential treatment days for offenders | 365 | 90 | | | | 365 |
| Outcome Impact Description | Treatment is available for youth in the ISC Programs on a daily basis. In addition to daily Cognitive Behavior Therapy, students receive 30 hours a week of CD Treatment facilitated by Qualified Credentialed Counselors. | | | | | |
| Number of Offenders Entering an Aftercare Program | 58 | 20 | | | | 54 |
| Outcome Impact Description | Treatment is available for youth in the Leadership academy on a daily basis. Upon completion of the RSAT programming, residents "step down" into a Day Enrichment and/or Drug Court Program for the next level of treatment. All students enter into Aftercare Programming with some level of supervision provided. | | | | | |
| Total number of treatment beds supported by grant funds and continue receiving grant support | 34 | 34 | | | | 34 |
| Outcome Impact Description | The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc. | | | | | |

PBO Recommendation:

The Juvenile Probation Department is requesting permission to continue the Residential Substance Abuse Treatment (RSAT) Program until the forthcoming agreement is fully executed. The estimated cost for FY 12 is \$18,776 and will be covered by salary savings. Once the agreement is in place, the General Fund will be reimbursed for eligible expenses.

PBO recommends approval to avoid a gap in service.

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

Juvenile Probation Residential Service Division is requesting approval to submit a permission to continue on the RSAT grant. Commissioners Court has approved a Grant Application to continue the RSAT grant for FY 2012. However, while approval of the application by the Office of the Governor, Criminal Justice Division appears likely, the contract will not be fully executed until October or early November.

Juvenile Probation Residential Service Division is requesting approval to continue the Residential Substance Abuse Treatment Program until a fully executed grant to continue the program is approved. Juvenile Probation requests to continue the existing grant through 11/30/11, until the new agreement is in place. The department is hopeful that an agreement can be executed sooner.

Any expenses incurred during this period will likely be able to be reimbursed to the grant once it is approved. Any expenses will occur in FY 12 and will be funded with salary savings from 001-4550-593-0701 and associated benefits. The slot continued by this action is 586. The total cost to continue the position through 11/30/10 is \$18,776.

The goal of program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

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

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

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

A 25 percent match (\$47,512) has been calculated. The positions indicated by the match will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups; the .82 represents a portion of salaries for one chemical dependency counselor.

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

There is no provision in this grant 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.

The program will not discontinue upon discontinuance of the grant. The Department intends to request subsequent year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. Only after all other resources are exhausted will the County be given the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

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.

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent up the services, treatment, and, activities available to these youth.

The 2009-11 Community Plan funding priority matrix, submitted by the Capital Area Planning Council of Governments (CAPCOG), identifies Mental Health Services as a priority for funding in relation to Juvenile Justice and Delinquency Prevention. It notes that 36% of youth entering TYC were chemically dependent. Substantive resources are required to counter the predictability of juvenile and young adult offenders becoming further entrenched in the criminal justice system.

Successful re-entry into our community is in alignment with TCJPD's mission of public safety, while effectively addressing the needs of juveniles, families, and victims of crime. We intend to reach youth at risk of remaining chemically dependent and who may have co-occurring disorders. Providing residential substance abuse services and other ancillary services will empower these youth to begin a life as law-abiding, productive citizens.



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 Senior

SUBJECT: Request permission to continue the Residential Substance Abuse Treatment Program through 11/30/11, until an agreement is fully executed.

DATE: September 2, 2011

Commissioners' Court has approved a Grant Application to continue the RSAT grant for FY 2012. Although approval of the application by the Office of the Governor, Criminal Justice Division appears likely, the contract will not be fully executed until October or early November.

Juvenile Probation Residential Service Division is requesting approval to continue the Residential Substance Abuse Treatment Program until a fully executed grant to continue the program is approved. Juvenile Probation requests to continue the existing grant through 11/30/11. The department is hopeful that an agreement will be executed sooner. Any expenses incurred during this period will likely be able to be reimbursed by the grant once it is approved.

The goal of program is to provide safe, secure, effective, individualized treatment for dually-diagnosed juveniles residing in our residential facility. Financial resources secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and needed contractual substance and/or mental health services.

Please review this item and place it on the September 20 Commissioners' Court agenda. You may contact Mike Williams at 4-7011 for further information.

Thank you in advance for your attention to this matter.

CC: Jim Connolly, Assistant County Attorney
Matt Naper, Financial Analyst, County Auditor
Darryl Beatty, Deputy Chief, Residential Services
Cory Burgess, Division Director, Residential Services
Sylvia Mendoza, Division Director, Financial Services
Alan Miller, Financial Analyst
Grant File





Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 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 printed name in the "Elected/Appointed Official/Dept. Head" line.

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.



September 14, 2011

To: Diane Blankenship, Director HRMD
From: Carol Guthrie
CC: Todd Osborne
CC: Jack Kirfman

As a result of our recent discussions regarding the partial implementation of the Market Study, we have determined that it would be more effective to assist those employees who are most adversely affected by the current economic down turn.

We continue to support the full funding and implementation of the market study and adjustments to the pay scales for FY 13.

However, we are recommending that all employees who make 30,000 or less receive a \$1000.00 pay increase into their base pay beginning October 2011.

We are requesting your assistance in providing the cost of this proposal, please forward to my email carolannguthrie@hotmail.com.

Should you have any questions or concerns do not hesitate to contact me at 477-6191 or 657-2681.

Thank you in advance.

Sincerely,

Carol Guthrie

Carol Guthrie,
AFSCME Local 1624



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 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: 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 20

September 15, 2011

TO: The Members of Commissioners Court

FROM: Jessica Rio, Assistant Budget Director 

RE: FY 12 Budget Rules

The Commissioners Court reviewed a draft of the FY 12 Budget Rules on September 13th. At that time, PBO outlined the proposed changes to next year's budget rules. These changes are summarized again below:

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 (for meals only), 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://tchnet/depts/pbo/BriefGuideonPerformanceMeasurement.pdf>

Since last Tuesday, there have been no other suggested changes. PBO did follow up with Barbara Wilson to ensure there were not any legal issues related to the suggested change allowing food purchases for special situations where an employee is prohibited from leaving an assigned location for a meal break. Her memo is attached. In addition, PBO has sent out the proposed FY 12 Grant Summary Sheet as well as the Performance Measure Guide for use by departments and reminded departments that they should continue to strengthen their performance measures (email from Travis Gatlin is attached). PBO recommends approval of the FY 12 Budget Rules.

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

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

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AUSTIN, TEXAS 78767

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FAX: (512) 854-4808



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TENLEY A. ALDREDGE

TAMARA ARMSTRONG

JAMES M. GONNOLLY

DANIEL BRADFORD

† Member of the College
of the State Bar of Texas

September 15, 2011

Jessica Rio
Planning and Budget Office
Travis County
P. O. Box 1748
Austin, Texas 78767

Re: Budget Rule related to providing meals to employees working at emergency sites

Dear Jessica:

The initial issue raised was whether it is legal to provide employees with meals while working at an emergency site. It is always legal to provide employees with meals. The only legal issue that exists is whether the value of those meals must be included in the employees pay. The Internal Revenue Code section 119 specifically excludes meals furnished to an employee (1) at the business premises (2) for the convenience of the employer. (A copy of the relevant portion of this section is attached.)

This section 119 is interpreted by the Internal Revenue Service in Publication 15-B (2011) Employer's Tax Guide to Fringe Benefits.

This guide says that the employee's place of work is considered to be your business premises. When an employee is working an emergency (wildfire, flood, etc.), the County's business premises for that employee is the scene of the emergency and meals provided at the scene would meet the requirement "at the business premises" under the first prong of the qualifications.

This guide continues to say that whether the meals are furnished for the County's convenience is determined by the facts of each individual situation. But the guide provides two examples that are relevant and these are quoted from the guide. The first example is:

Employees available for emergency calls. Meals you furnish during working hours so an employee will be available for emergency calls during the meal period are furnished for your convenience. You must be able to show these emergency calls have occurred or can reasonably be expected to occur.

Example.

A hospital maintains a cafeteria on its premises where all of its 230 employees may get meals at no charge during their working hours. The hospital must have 120 of its employees available for emergencies. Each of these 120 employees is, at times, called upon to perform services during the meal period. Although the hospital does not require these employees to remain on the premises, they rarely leave the hospital during their meal period. Since the hospital furnishes meals on its premises to its employees so that more than half of them are available for emergency calls during meal periods, the hospital can exclude the value of these meals from the wages of all of its employees.

The second example is:

Short meal periods. Meals you furnish during working hours are furnished for your convenience if the nature of your business restricts an employee to a short meal period (such as 30 or 45 minutes) and the employee cannot be expected to eat elsewhere in such a short time. For example, meals can qualify for this treatment if your peak work-load occurs during the normal lunch hour. However, they do not qualify if the reason for the short meal period is to allow the employee to leave earlier in the day.

Example.

Frank is a bank teller who works from 9 a.m. to 5 p.m. The bank furnishes his lunch without charge in a cafeteria the bank maintains on its premises. The bank furnishes these meals to Frank to limit his lunch period to 30 minutes, since the bank's peak workload occurs during the normal lunch period. If Frank got his lunch elsewhere, it would take him much longer than 30 minutes and the bank strictly enforces the time limit. The bank can exclude the value of these meals from Frank's wages.

Clearly, if an employee is at the scene of an emergency and able to stop for a meal, the reason for providing that meal is so that, if the emergency flares up, the employee will be able to respond immediately without having to return from a restaurant. This is comparable to the hospital example. Likewise, keeping the employee at the scene by providing a meal there reduces the amount of time needed for the employee to get the needed meal. This is comparable to the bank example.

Therefore, based on the presentation in court about the meals being food like pizza brought to the scene to that workers can grab a bite and quickly return to the fighting the fire or moving dirt to address the rising flood water, these meals would be specifically excluded from the income of the employees receiving them.

Sincerely,

A handwritten signature in black ink, appearing to read "Barbara Wilson", with a long, sweeping flourish extending to the right.

Barbara Wilson
Assistant County Attorney

Jessica Rio - FY 12 Grant Summary Sheet and Performance Measurement Guide

From: Travis Gatlin
To: Diana Ramirez; Jessica Rio; Katie Petersen; Randy Lott; William Derr...
Date: 9/13/2011 4:15 PM
Subject: FY 12 Grant Summary Sheet and Performance Measurement Guide
CC: DeDe Bell; Jeremy Broadhead; Leroy Nellis; Yolanda Reyes
Attachments: FY 12 Grant Summary Sheet.docx; Brief Guide on Performance Measurement 2012.docx.pdf

The attached form is scheduled to be approved by Commissioners Court as a part of the budget rules next Tuesday. We do not anticipate any changes but if there are any approved revisions then we can work with those scheduled for October 4th and update any approved changes. Since we do not anticipate any changes, I am comfortable with everyone using the form right now.

The form has been updated based on information required by the new financial system and to make it more user friendly. Please share with your offices and departments. It will be required for all grants scheduled for FY 12. Any grant turned in without the new form will need to be resubmitted with the update form. The deadline for grants scheduled on October 4th is Tuesday, September 20th.

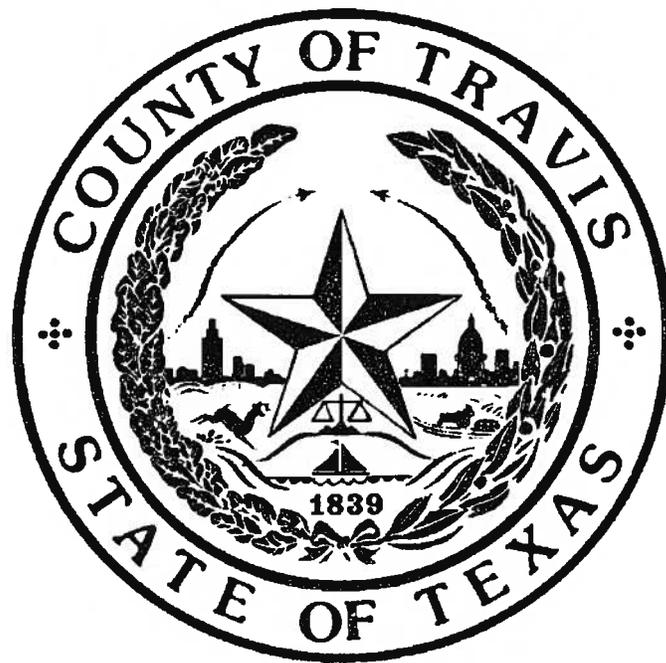
I have also attached PBO's Brief Guide to Performance Measurement. We continue to urge departments and offices to strengthen their departmental and grant performance measures to highlight the effectiveness of their programs. The document is a great reference and should be used as a resource. Having meaningful performance measures is especially helpful if a department or office seeks to enhance, expand or continue a grant with a request for General Fund resources.

In addition, as a part of today's discussion on FY 12 Budget Rules, Commissioner, Pct. 2 specifically encouraged offices and departments to develop efficiency, effectiveness, and outcome measures for grants. These additional measures can be included in the grant summary sheet and shared with the Commissioners Court even if they are not requirements of grantor.

Please let me know if you have any questions.

Travis
4-9065

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 through 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"). |
|--|

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.

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 about 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:

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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?

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

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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.

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

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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.

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

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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.

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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 in accordance with a comprehensive basis of accounting consistent with state law to accurately reflect the financial position of the County. The Commissioner 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 | 3,930.61 | 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 | 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 | 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 | 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 | TCLEOSE LICENSE: |
| | | SPANISH, VIETNAMESE | | INTERMEDIATE |
| | | AMERICAN SIGN LANGUAGE | | ADVANCED |
| | | | | MASTERS |
| | | | | \$50 |
| | | | | \$100 |
| | | | | \$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 | 26.6185 | 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 | 90,802.13 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 40.7421 |
| | | mo | 6,663.94 | 6,761.30 | 6,860.07 | 6,960.29 | 7,061.96 | 7,061.96 | 7,061.96 | 7,061.96 | 7,061.96 | 7,061.96 | 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 | 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 | 40.7421 |
| | | mo | 6,663.94 | 6,761.30 | 6,860.07 | 6,960.29 | 7,061.96 | 7,061.96 | 7,061.96 | 7,061.96 | 7,061.96 | 7,061.96 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | 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 | TCLEOSE LICENSE: | |
| CONSTABLES CPP: | \$125 | SPANISH | | INTERMEDIATE | ADVANCED |
| PARK RANGERS EMT B: | \$125 | AMERICAN SIGN LANGUAGE | | \$50 | \$100 |
| | | VIETNAMESE | | | MASTERS |
| | | | | | \$150 |

K. Pay Scale, Non POPS

| Pay Grd | Pay Rate | Hiring Levels | | | | | | | | | | Midpoint | 10% Above Midpoint | Maximum | Range Width | Pay Grd Diff | |
|---------|----------|---------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|--|--|--------------------|--------------|-------------|--------------|--|
| | | Minimum | Level 1 | Level 2 | Level 3 | Level 4 | Level 5 | Level 6 | Level 7 | | | | | | | | |
| 1-4 | | Retired | | | | | | | | | | Note: Travis County Livable Wage for Regular Employees is \$11.00/hr. (\$8.46 for Temporary Employees) | | | | | |
| 5 | Hourly | \$8.4567 | \$8.7100 | \$8.9700 | \$9.2100 | \$9.4700 | \$9.7300 | | | | | \$10.1481 | \$11.1629 | \$11.8394 | | | |
| | 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 | \$9.0480 | \$9.3200 | \$9.5900 | \$9.8600 | \$10.1400 | \$10.4000 | | | | | \$10.8576 | \$11.9434 | \$12.6672 | | | |
| | 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 | \$9.6814 | \$9.9700 | \$10.2600 | \$10.5600 | \$10.8400 | \$11.1300 | | | | | \$11.8597 | \$13.0457 | \$14.0380 | | | |
| | 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 | \$10.3570 | \$10.6700 | \$10.9800 | \$11.2900 | \$11.6000 | \$11.9100 | | | | | \$12.6874 | \$13.9561 | \$15.0177 | | | |
| | 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 | \$11.0854 | \$11.4200 | \$11.7500 | \$12.0800 | \$12.4100 | \$12.7500 | | | | | \$13.5796 | \$14.9376 | \$16.0738 | | | |
| | Annual | \$23,057.63 | \$23,753.60 | \$24,440.00 | \$25,126.40 | \$25,812.80 | \$26,500.00 | | | | | \$28,245.57 | \$31,070.21 | \$33,433.50 | 45% | 7% | |
| 10 | Hourly | \$11.8661 | \$12.2200 | \$12.5800 | \$12.9400 | \$13.2900 | \$13.6400 | \$14.0000 | | | | \$14.5360 | \$15.9896 | \$17.2058 | | | |
| | 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 | \$12.7007 | \$13.0800 | \$13.4600 | \$13.8500 | \$14.2300 | \$14.6100 | \$14.9900 | | | | \$15.5584 | \$17.1142 | \$18.4160 | | | |
| | 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 | \$13.5877 | \$13.9900 | \$14.4000 | \$14.8100 | \$15.2200 | \$15.6200 | \$16.0300 | | | | \$16.6450 | \$18.3095 | \$19.7022 | | | |
| | 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 | \$14.5379 | \$14.9800 | \$15.4100 | \$15.8500 | \$16.2900 | \$16.7200 | \$17.1600 | | | | \$17.8090 | \$19.5899 | \$21.0800 | | | |
| | 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 | \$15.5507 | \$16.0200 | \$16.4800 | \$16.9500 | \$17.4100 | \$17.8900 | \$18.3500 | | | | \$19.0496 | \$20.9546 | \$22.5485 | | | |
| | 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 | \$16.6387 | \$17.1400 | \$17.6400 | \$18.1300 | \$18.6300 | \$19.1400 | \$19.6300 | | | | \$20.7984 | \$22.8782 | \$24.9581 | | | |
| | 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 | \$17.8000 | \$18.3400 | \$18.8700 | \$19.4000 | \$19.9400 | \$20.4700 | \$21.0000 | | | | \$22.2500 | \$24.4750 | \$26.7000 | | | |
| | 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 | \$19.0457 | \$19.6200 | \$20.1900 | \$20.7600 | \$21.3300 | \$21.9000 | \$22.4800 | | | | \$23.8072 | \$26.1879 | \$28.5686 | | | |
| | 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 | \$20.3760 | \$20.9900 | \$21.6000 | \$22.2100 | \$22.8200 | \$23.4300 | \$24.0500 | | | | \$25.4700 | \$28.0170 | \$30.5640 | | | |
| | 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 | \$21.8012 | \$22.4600 | \$23.1100 | \$23.7600 | \$24.4200 | \$25.0700 | \$25.7300 | | | | \$27.2515 | \$29.9767 | \$32.7018 | | | |
| | 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 | \$23.3321 | \$24.0400 | \$24.7300 | \$25.4300 | \$26.1300 | \$26.8300 | \$27.5300 | \$28.2300 | | | \$29.1652 | \$32.0817 | \$34.9982 | | | |
| | Annual | \$48,530.77 | \$50,000.20 | \$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 | \$24.9685 | \$25.7200 | \$26.4700 | \$27.2100 | \$27.9600 | \$28.7100 | \$29.4600 | \$30.2100 | | | \$31.2107 | \$34.3318 | \$37.4528 | | | |
| | 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 | \$26.7206 | \$27.5200 | \$28.3200 | \$29.1300 | \$29.9300 | \$30.7300 | \$31.5300 | \$32.3300 | | | \$33.4008 | \$36.7409 | \$40.0809 | | | |
| | 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 | \$28.5897 | \$29.4500 | \$30.3100 | \$31.1600 | \$32.0200 | \$32.8800 | \$33.7300 | \$34.5900 | | | \$37.1666 | \$40.8833 | \$45.7435 | | | |
| | 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 | \$95,146.48 | 60% | 11% | |
| 24 | Hourly | \$30.5954 | \$31.5100 | \$32.4300 | \$33.3500 | \$34.2700 | \$35.1900 | \$36.1000 | \$37.0200 | | | \$39.7740 | \$43.7514 | \$48.9526 | | | |
| | 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 | \$32.7384 | \$33.7200 | \$34.7100 | \$35.6800 | \$36.6600 | \$37.6500 | \$38.6300 | \$39.6200 | | | \$42.5599 | \$46.8159 | \$52.3814 | | | |
| | 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 | \$35.0296 | \$36.0800 | \$37.1400 | \$38.1800 | \$39.2400 | \$40.2800 | \$41.3400 | \$42.3800 | | | \$45.5385 | \$50.0924 | \$56.0474 | | | |
| | 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 | \$37.4791 | \$38.6000 | \$39.7300 | \$40.8600 | \$41.9700 | \$43.1000 | \$44.2300 | \$45.3500 | | | \$48.7229 | \$53.5952 | \$59.9666 | | | |
| | 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 | \$40.1079 | \$41.3100 | \$42.5200 | \$43.7200 | \$44.9300 | \$46.1300 | \$47.3200 | \$48.5300 | | | \$52.1403 | \$57.3543 | \$64.1726 | | | |
| | 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 | \$42.9162 | \$44.2100 | \$45.4900 | \$46.7800 | \$48.0600 | \$49.3500 | \$50.6500 | \$51.9300 | | | \$55.7911 | \$61.3702 | \$68.6659 | | | |
| | 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 | \$45.9251 | \$47.3000 | \$48.6800 | \$50.0600 | \$51.4300 | \$52.8200 | \$54.1900 | \$55.5700 | | | \$59.7027 | \$65.6730 | \$73.4802 | | | |
| | 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 | \$49.1452 | \$50.6100 | \$52.0900 | \$53.5700 | \$55.0400 | \$56.5200 | \$57.9900 | \$59.4700 | | | \$63.8888 | \$70.2777 | \$78.6323 | | | |
| | 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 | \$52.5869 | \$54.1600 | \$55.7400 | \$57.3200 | \$58.9000 | \$60.4800 | \$62.0500 | \$63.6300 | | | \$68.3630 | \$75.1993 | \$84.1390 | | | |
| | 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 | \$56.2680 | \$57.9600 | \$59.7000 | \$61.4900 | \$63.3300 | \$65.2300 | \$67.1900 | \$69.2100 | | | \$73.1484 | \$80.4632 | \$90.0287 | | | |
| | Annual | \$117,037.44 | \$120,556.80 | \$124,176.00 | \$127,899.20 | \$131,726.40 | \$135,678.40 | \$139,755.20 | \$143,966.80 | | | \$152,148.60 | \$167,363.46 | \$187,259.76 | 60% | 7% | |
| 34 | Hourly | \$60.2068 | \$62.0100 | \$63.8700 | \$65.7900 | \$67.7600 | \$69.7900 | \$71.8800 | \$74.0400 | | | \$78.2688 | \$86.0957 | \$96.3309 | | | |
| | 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 | \$64.4213 | \$66.3500 | \$68.3400 | \$70.3900 | \$72.5000 | \$74.6800 | \$76.9200 | \$79.2300 | | | \$83.7477 | \$92.1225 | \$103.0741 | | | |
| | Annual | \$133,996.30 | \$138,008.00 | \$142,147.20 | \$146,411.20 | \$150,800.00 | \$155,33 | | | | | | | | | | |



Travis County Commissioners Court Agenda Request

Meeting Date: 9/20/2011 Voting Session

Prepared By/Phone Number:

Michael Hemby, Chair of Security Committee

Belinda Powell, Strategic Planning Manager

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

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on Security Recommendations for Fiscal Year 2012 Budget and requests for funding.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On July 19, 2011 the Commissioners Court discussed the Fiscal Year 2012 security related requested and recommendations from the Security Committee. The Fiscal Year 2012 Preliminary Budget contained a Security Reserve for the "on-going" portion of the costs of the recommendations. The Security Committee recommends that the \$596,603 be distributed to the fund the projects identified in the attachment.

STAFF RECOMMENDATIONS:

The requests include 10 FTE, 8 in the TCSO and 2 in the Constable, Precinct 1 Office.

These requests will also need \$217,846 related to one-time expenses for the projects and staff listed.

In addition to the requests recommended in the attachment, it is recommended that any additional changes in security measures at 700 Lavaca be evaluated in the context of the management agreement for the building and brought forward during Fiscal Year 2012 as that contract is considered.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

See attachment for detail of recommended requests. The total amount requested for various departments is \$814,449 broken down by on-going cots of \$596,603 and one-time \$217,846.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leroy Nellis
Cheryl Aker



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 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 typed name in the previous block.

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 \$505,917.88, for the period of September 2 to September 8, 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 \$505,917.88.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$505,917.88

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 20, 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: September 2, 2011 to September 8, 2011

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$505,917.88

HRMD RECOMMENDATION: The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$505,917.88.

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
SEPTEMBER 2, 2011 TO SEPTEMBER 8, 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 20, 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: September 2, 2011
 TO: September 8, 2011

REIMBURSEMENT REQUESTED: \$ 505,917.88

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

| | |
|---|----------------------|
| NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*: | \$ 1,536,888.47 |
| bank withdrawal correction | \$ (2,850.00) |
| LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 13, 2011 | \$ (1,028,255.86) |
| October 5, 2010 adj | \$ - |
| Adjust to balance per UHC | \$ 135.10 |
| | \$ 0.17 |
| TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**: | \$ 505,917.88 |
| PAYMENTS DEEMED NOT REIMBURSABLE | \$ - |
| TRANSFER OF FUNDS REQUESTED: | \$ 505,917.88 |

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

All claims over \$25,000 (1 this week totaling \$53,866.18) 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 (\$68,249.04) 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 (\$3,568.07).

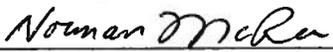
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 9/12/11
 Diane Blankenship, Director, HRMD Date

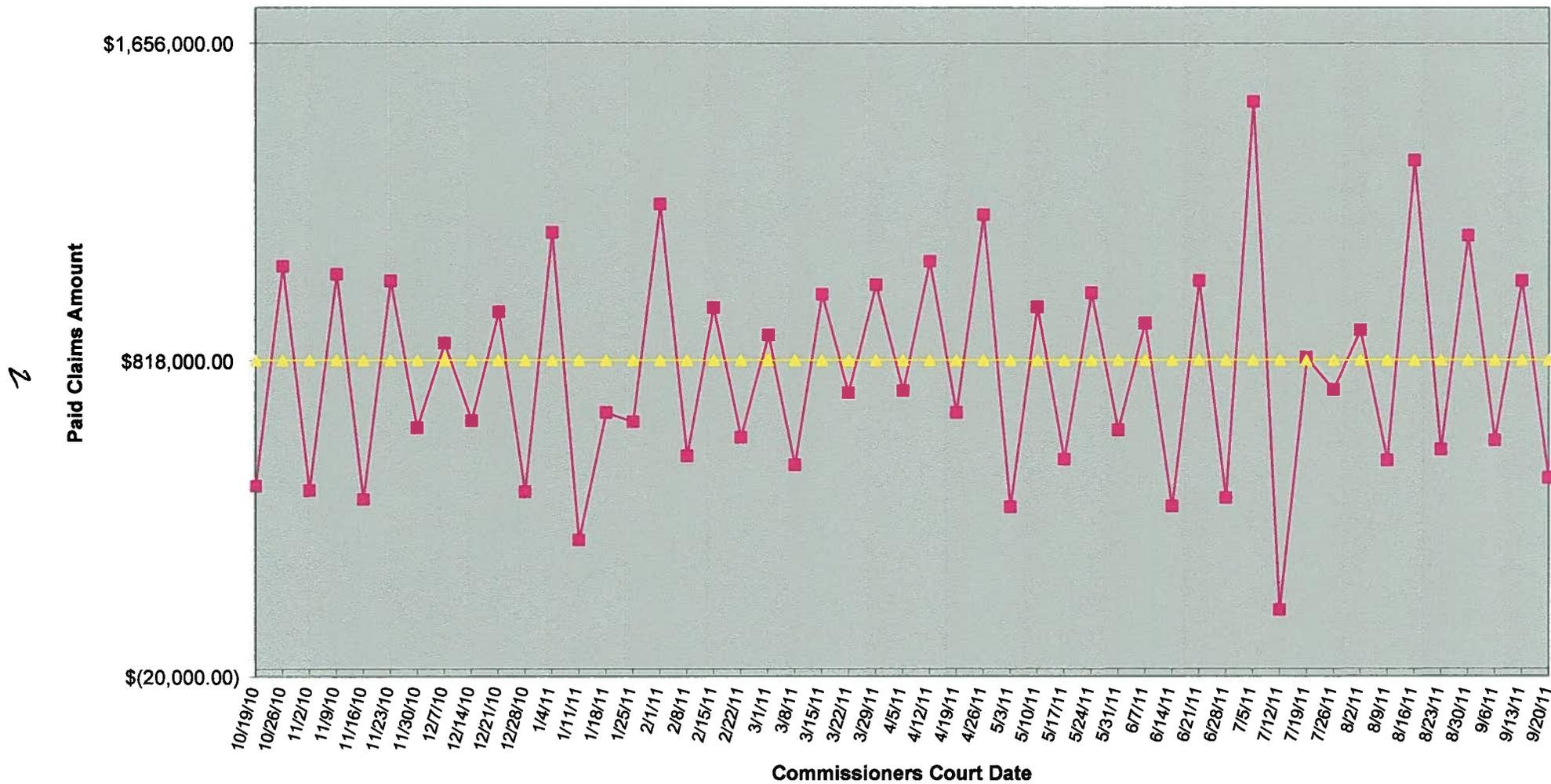
 9-9-2011
 Dan Mansour, Risk Manager Date

unavailable to sign
 Cindy Purinton, Benefit Contract Administrator Date

 9/9/11
 Norman McRee, Financial Analyst Date

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

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



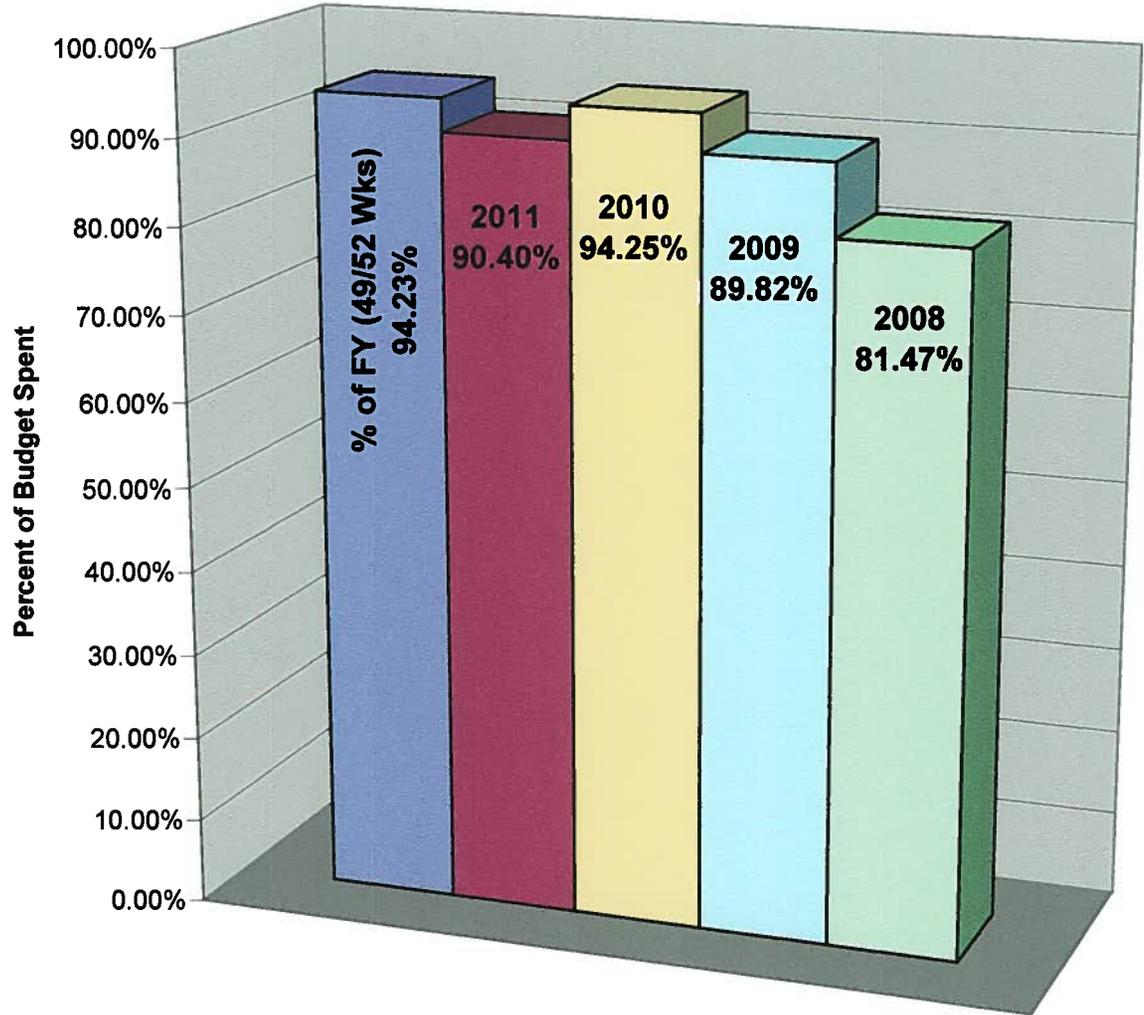
**Travis County Employee Benefit Plan
FY11 Weekly Paid Claims VS Weekly Budgeted Amount**

| 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 | 10/1/2010 | 10/7/2010 | 10/19/2010 | \$ 486,507.45 | \$ 818,811.85 | 1 | \$ 49,999.05 | 1.14% | 1.34% |
| 2 | 10/8/2010 | 10/14/2010 | 10/26/2010 | \$ 1,067,933.98 | \$ 818,811.85 | 1 | \$ 28,590.00 | 3.65% | 3.50% |
| 3 | 10/15/2010 | 10/21/2010 | 11/2/2010 | \$ 474,168.77 | \$ 818,811.85 | 0 | \$ - | 4.76% | 4.52% |
| 4 | 10/22/2010 | 10/28/2010 | 11/9/2010 | \$ 1,046,388.94 | \$ 818,811.85 | 2 | \$ 94,485.65 | 7.22% | 6.25% |
| 5 | 10/29/2010 | 11/4/2010 | 11/16/2010 | \$ 450,447.03 | \$ 818,811.85 | 0 | \$ - | 8.28% | 7.74% |
| 6 | 11/5/2010 | 11/11/2010 | 11/23/2010 | \$ 1,028,242.13 | \$ 818,811.85 | 3 | \$ 123,628.10 | 10.69% | 11.01% |
| 7 | 11/12/2010 | 11/18/2010 | 11/30/2010 | \$ 639,563.92 | \$ 818,811.85 | 3 | \$ 139,913.93 | 12.20% | 13.27% |
| 8 | 11/19/2010 | 11/25/2010 | 12/7/2010 | \$ 863,593.47 | \$ 818,811.85 | 1 | \$ 131,362.53 | 14.23% | 15.49% |
| 9 | 11/26/2010 | 12/2/2010 | 12/14/2010 | \$ 658,118.37 | \$ 818,811.85 | 2 | \$ 75,075.28 | 15.77% | 17.37% |
| 10 | 12/3/2010 | 12/9/2010 | 12/21/2010 | \$ 945,893.77 | \$ 818,811.85 | 0 | \$ - | 17.99% | 19.74% |
| 11 | 12/10/2010 | 12/16/2010 | 12/28/2010 | \$ 470,558.23 | \$ 818,811.85 | 0 | \$ - | 19.10% | 20.97% |
| 12 | 12/17/2010 | 12/23/2010 | 1/4/2011 | \$ 1,156,991.32 | \$ 818,811.85 | 4 | \$ 263,598.19 | 21.81% | 23.16% |
| 13 | 12/24/2010 | 12/30/2010 | 1/11/2011 | \$ 341,870.01 | \$ 818,811.85 | 0 | \$ - | 22.62% | 24.66% |
| 14 | 12/31/2010 | 1/6/2011 | 1/18/2011 | \$ 679,129.98 | \$ 818,811.85 | 1 | \$ 35,903.00 | 24.21% | 26.85% |
| 15 | 1/7/2011 | 1/13/2011 | 1/25/2011 | \$ 654,603.52 | \$ 818,811.85 | 2 | \$ 87,942.00 | 25.75% | 27.96% |
| 16 | 1/14/2011 | 1/20/2011 | 2/1/2011 | \$ 1,230,988.94 | \$ 818,811.85 | 6 | \$ 401,934.99 | 28.64% | 30.56% |
| 17 | 1/21/2011 | 1/27/2011 | 2/8/2011 | \$ 564,906.99 | \$ 818,811.85 | 1 | \$ 112,075.66 | 29.97% | 31.71% |
| 18 | 1/28/2011 | 2/3/2011 | 2/15/2011 | \$ 957,377.67 | \$ 818,811.85 | 1 | \$ 50,544.37 | 32.22% | 34.69% |
| 19 | 2/4/2011 | 2/10/2011 | 2/22/2011 | \$ 612,913.71 | \$ 818,811.85 | 1 | \$ 47,219.06 | 33.66% | 36.15% |
| 20 | 2/11/2011 | 2/17/2011 | 3/1/2011 | \$ 885,757.98 | \$ 818,811.85 | 0 | \$ - | 35.74% | 41.19% |
| 21 | 2/18/2011 | 2/24/2011 | 3/8/2011 | \$ 540,772.02 | \$ 818,811.85 | 1 | \$ 33,422.63 | 37.01% | 40.98% |
| 22 | 2/25/2011 | 3/3/2011 | 3/15/2011 | \$ 992,688.31 | \$ 818,811.85 | 3 | \$ 86,327.23 | 39.34% | 43.38% |
| 23 | 3/4/2011 | 3/10/2011 | 3/22/2011 | \$ 731,715.00 | \$ 818,811.85 | 3 | \$ 153,400.86 | 41.06% | 44.76% |
| 24 | 3/11/2011 | 3/17/2011 | 3/29/2011 | \$ 1,017,707.55 | \$ 818,811.85 | 2 | \$ 134,936.51 | 43.45% | 47.38% |
| 25 | 3/18/2011 | 3/24/2011 | 4/5/2011 | \$ 736,608.69 | \$ 818,811.85 | 2 | \$ 183,479.80 | 45.18% | 48.32% |
| 26 | 3/25/2011 | 3/31/2011 | 4/12/2011 | \$ 1,080,169.24 | \$ 818,811.85 | 0 | \$ - | 47.71% | 50.65% |
| 27 | 4/1/2011 | 4/7/2011 | 4/19/2011 | \$ 678,799.41 | \$ 818,811.85 | 4 | \$ 162,685.73 | 49.31% | 51.88% |
| 28 | 4/8/2011 | 4/14/2011 | 4/26/2011 | \$ 1,203,323.54 | \$ 818,811.85 | 5 | \$ 289,681.50 | 52.13% | 54.10% |
| 29 | 4/15/2011 | 4/21/2011 | 5/3/2011 | \$ 429,984.91 | \$ 818,811.85 | 1 | \$ 26,616.24 | 53.14% | 55.40% |
| 30 | 4/22/2011 | 4/28/2011 | 5/10/2011 | \$ 958,871.06 | \$ 818,811.85 | 2 | \$ 171,362.87 | 55.40% | 58.01% |
| 31 | 4/29/2011 | 5/5/2011 | 5/17/2011 | \$ 556,246.87 | \$ 818,811.85 | 1 | \$ 66,795.00 | 56.70% | 59.54% |
| 32 | 5/6/2011 | 5/12/2011 | 5/24/2011 | \$ 996,265.87 | \$ 818,811.85 | 5 | \$ 153,477.40 | 59.04% | 61.92% |
| 33 | 5/13/2011 | 5/19/2011 | 5/31/2011 | \$ 632,781.33 | \$ 818,811.85 | 2 | \$ 180,603.03 | 60.53% | 63.20% |
| 34 | 5/20/2011 | 5/26/2011 | 6/7/2011 | \$ 914,551.93 | \$ 818,811.85 | 4 | \$ 127,082.13 | 62.68% | 65.31% |
| 35 | 5/27/2011 | 6/2/2011 | 6/14/2011 | \$ 431,858.40 | \$ 818,811.85 | 0 | \$ - | 63.69% | 67.09% |
| 36 | 6/3/2011 | 6/9/2011 | 6/21/2011 | \$ 1,028,676.55 | \$ 818,811.85 | 2 | \$ 66,855.29 | 66.11% | 69.01% |
| 37 | 6/10/2011 | 6/16/2011 | 6/28/2011 | \$ 453,697.35 | \$ 818,811.85 | 1 | \$ 29,867.00 | 67.17% | 70.24% |
| 38 | 6/17/2011 | 6/23/2011 | 7/5/2011 | \$ 1,502,194.03 | \$ 818,811.85 | 4 | \$ 607,205.34 | 70.70% | 72.31% |
| 39 | 6/24/2011 | 6/30/2011 | 7/12/2011 | \$ 155,879.12 | \$ 818,811.85 | 3 | \$ 133,847.78 | 71.07% | 73.75% |
| 40 | 7/1/2011 | 7/7/2011 | 7/19/2011 | \$ 825,263.12 | \$ 818,811.85 | 1 | \$ 25,497.46 | 73.00% | 76.50% |
| 41 | 7/8/2011 | 7/14/2011 | 7/26/2011 | \$ 740,089.98 | \$ 818,811.85 | 2 | \$ 126,020.46 | 74.74% | 77.87% |
| 42 | 7/15/2011 | 7/21/2011 | 8/2/2011 | \$ 897,405.43 | \$ 818,811.85 | 2 | \$ 62,587.16 | 76.85% | 80.14% |
| 43 | 7/22/2011 | 7/28/2011 | 8/9/2011 | \$ 552,847.95 | \$ 818,811.85 | 2 | \$ 94,229.00 | 78.15% | 81.53% |
| 44 | 7/29/2011 | 8/4/2011 | 8/16/2011 | \$ 1,346,733.08 | \$ 818,811.85 | 5 | \$ 387,720.90 | 81.31% | 84.01% |
| 45 | 8/5/2011 | 8/11/2011 | 8/23/2011 | \$ 581,094.51 | \$ 818,811.85 | 4 | \$ 221,519.11 | 82.68% | 85.71% |
| 46 | 8/12/2011 | 8/18/2011 | 8/30/2011 | \$ 1,148,511.65 | \$ 818,811.85 | 3 | \$ 319,338.83 | 85.37% | 87.71% |
| 47 | 8/19/2011 | 8/25/2011 | 9/6/2011 | \$ 605,655.20 | \$ 818,811.85 | 3 | \$ 134,710.96 | 86.80% | 89.75% |
| 48 | 8/26/2011 | 9/1/2011 | 9/13/2011 | \$ 1,028,255.86 | \$ 818,811.85 | 2 | \$ 78,853.23 | 89.21% | 92.40% |
| 49 | 9/2/2011 | 9/8/2011 | 9/20/2011 | \$ 505,917.88 | \$ 818,811.85 | 1 | \$ 53,866.18 | 90.40% | 94.25% |
| 50 | 9/9/2011 | 9/15/2011 | 9/27/2011 | | | | | | |
| 51 | 9/16/2011 | 9/22/2011 | 10/4/2011 | | | | | | |
| 52 | 9/23/2011 | 9/29/2011 | 10/11/2011 | | | | | | |

| | | |
|--------------------------------------|------------------|-------------------|
| Paid & Budgeted Claims to Date | \$ 38,490,522.02 | \$ 40,121,780.47 |
| Paid Claims less Total Weekly Budget | | \$ (1,631,258.45) |

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 49



A

From: <SIFS FAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 9/9/2011 4:55 AM
Subject: UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2011-09-09 REQUEST AMOUNT: \$1,536,888.47

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: 2011-09-08 | \$1,191,193.50 |
| - REQUIRED BALANCE TO BE MAINTAINED: | \$2,668,041.00 |
| + PRIOR DAY REQUEST: | \$00.00 |
| = UNDER DEPOSIT: | \$1,476,847.50 |
| + CURRENT DAY NET CHARGE: | \$60,040.97 |
| + FUNDING ADJUSTMENTS: | \$00.00 |
| REQUEST AMOUNT: | \$1,536,888.47 |

ACTIVITY FOR WORK DAY: 2011-09-02

| CUST PLAN | CLAIM | NON CLAIM | NET CHARGE |
|---------------|---------------------|----------------|---------------------|
| 0632 | \$140,208.22 | \$00.00 | \$140,208.22 |
| 5972 | \$457.07 | \$00.00 | \$457.07 |
| TOTAL: | \$140,665.29 | \$00.00 | \$140,665.29 |

ACTIVITY FOR WORK DAY: 2011-09-06

| CUST PLAN | CLAIM | NON CLAIM | NET CHARGE |
|-----------|--------------|-----------|--------------|
| 0632 | \$279,886.76 | \$00.00 | \$279,886.76 |

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011_09_08

| CONTR_NBR | PLN_ID | TRANS_AMT | SRS_DESG_NBR | CHK_NBR | GRP_ID | CLM_ACCT_NBR | ISS_DT | TRANS_TYP_CD | TRANS_DT | WK_END_DT |
|-----------|--------|------------|--------------|----------|--------|--------------|-------------|--------------|-----------|--------------|
| 701254 | 632 | 1.71 | QG | 60445900 | AE | | 8 KATY | | 9/1/2011 | 100 9/8/2011 |
| 701254 | 632 | 1.63 | QG | 20446341 | A | | 3 CAROL | | 9/1/2011 | 100 9/8/2011 |
| 701254 | 632 | 1.51 | PH | 61715023 | AF | | 11 MIKE | | 8/8/2011 | 20 9/8/2011 |
| 701254 | 632 | 1.41 | QG | 60445900 | AH | | 1 GLORIA | | 9/1/2011 | 100 9/8/2011 |
| 701254 | 632 | 1.32 | QG | 60449157 | AE | | 9 COLTEN | | 9/2/2011 | 100 9/8/2011 |
| 701254 | 632 | 1.14 | QG | 40451049 | AI | | 3 JAMES | | 9/2/2011 | 100 9/8/2011 |
| 701254 | 632 | 0.23 | PH | 32768928 | AA | | 1 JACALYN | | 8/24/2011 | 20 9/8/2011 |
| 701254 | 632 | 0.01 | QG | 60445900 | AA | | 7 DRINA | | 9/1/2011 | 100 9/8/2011 |
| 701254 | 632 | 0.01 | QG | 60445900 | AA | | 1 PATRICIA | | 9/1/2011 | 100 9/8/2011 |
| 701254 | 632 | (0.79) | Q3 | 5696860 | AA | | 7 BRENDON | | 5/23/2008 | 50 9/8/2011 |
| 701254 | 632 | (3.80) | NN | SSN0000C | AL | | 0 DENNIS | | 8/30/2011 | 600 9/8/2011 |
| 701254 | 632 | (15.57) | UW | 27324770 | AI | | 3 MARGARET | | 9/1/2011 | 50 9/8/2011 |
| 701254 | 632 | (78.18) | PH | 80300745 | AH | | 1 BONNIE | | 1/11/2011 | 50 9/8/2011 |
| 701254 | 632 | (88.06) | QG | 30197592 | A | | 46 LIZA | | 4/4/2011 | 50 9/8/2011 |
| 701254 | 632 | (110.20) | PH | 32221323 | AH | | 1 MARY | | 9/1/2011 | 50 9/8/2011 |
| 701254 | 632 | (287.34) | NN | SSN0000C | AL | | 0 CHRIS | | 9/2/2011 | 600 9/8/2011 |
| 701254 | 632 | (727.00) | QG | 246185 | A | | 3 GUADALUPI | | 9/1/2011 | 50 9/8/2011 |
| 701254 | 632 | (785.00) | NN | SSN0000C | AL | | 0 MICHAEL | | 8/30/2011 | 600 9/8/2011 |
| 701254 | 632 | (1,472.13) | NN | SSN0000C | AL | | 0 JUSTIN | | 9/2/2011 | 600 9/8/2011 |

505,917.88

9

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

For the payment week ending: 09/08/2011

| <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> |
|----------------|------------------|------------|--------------|------------|------------------------|-----------------|-----------------------|-------------------|
|----------------|------------------|------------|--------------|------------|------------------------|-----------------|-----------------------|-------------------|

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: 9/8/2011

| TYPE | MEMBER TYPE | TRANS_AMT |
|-------------|---------------------------|-------------------|
| CEPO | | |
| | EE | |
| | 526-1145-522.45-28 | 106,192.85 |
| | RR | |
| | 526-1145-522.45-29 | 6,078.18 |
| Total CEPO | | \$112,271.03 |
| EPO | | |
| | EE | |
| | 526-1145-522.45-20 | 86,921.66 |
| | RR | |
| | 526-1145-522.45-21 | 8,152.14 |
| Total EPO | | \$95,073.80 |
| PPO | | |
| | EE | |
| | 526-1145-522.45-25 | 257,180.44 |
| | RR | |
| | 526-1145-522.45-26 | 41,392.61 |
| Total PPO | | \$298,573.05 |
| Grand Total | | \$505,917.88 |



Travis County Commissioners Court Agenda Request

Meeting Date: 9/20/2011

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 in the previous block.

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 – 4.

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 20, 2011

ITEM # :

DATE: September 9, 2011

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

VIA: Leroy Nellis, Acting County Executive, Planning and Budget

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

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 |
| Co Agricultural Ext Serv | 15 | Education Instructional Spec | 13 / Minimum / \$30,238.83 | 13 / Minimum / \$30,238.83 |
| Constable 2 | 40 | Deputy Constable* | 61 / Step 1 / \$44,291.10 | 61 / Step 1 / \$44,291.10 |
| Constable 5 | 31 | Deputy Constable Sr | 62 / Step 3 / \$49,960.98 | 62 / Step 3 / \$49,960.98 |
| Sheriff | 1769 | Security Coord | 12 / Midpoint / \$34,621.60 | 12 / Midpoint / \$34,621.60 |
| * Temporary to Regular | | | ** Actual vs Authorized | |

| TEMPORARY APPOINTMENTS | | | | | |
|-------------------------------|-------------|--|--|---|---|
| Dept. | Slot | Position Title | Dept. Requests Grade/Salary | HRMD Recommends Grade/Salary | **Temporary Status Type Code |
| County Atty | 20002 | Office Asst | 8 / \$10.36 | 8 / \$10.36 | 02 |
| County Atty | 20003 | Office Asst | 8 / \$10.36 | 8 / \$10.36 | 02 |
| County Atty | 20013 | Office Asst | 8 / \$10.36 | 8 / \$10.36 | 02 |
| County Atty | 20016 | Office Asst | 8 / \$10.36 | 8 / \$10.36 | 02 |
| County Atty | 20017 | Office Asst | 8 / \$10.36 | 8 / \$10.36 | 02 |
| County Clerk | 20093 | Elec Clk Operations Clk III | 12 / \$14.00 | 12 / \$14.00 | 02 |
| County Clerk | 50590 | Office Asst | 8 / \$10.71 | 8 / \$10.71 | 05 |
| HHS | 20060 | Office Asst | 8 / \$10.36 | 8 / \$10.36 | 02 |
| TCCES | 50004 | Office Spec | 10 / \$11.87 | 10 / \$11.87 | 05 |
| TCCES | 50064 | Office Spec | 10 / \$11.87 | 10 / \$11.87 | 05 |
| TNR | 50054 | School Crossing Guard* | 11 / \$13.00 | 11 / \$13.00 | 05 |
| TNR | 50120 | School Crossing Guard | 11 / \$13.00 | 11 / \$13.00 | 05 |
| * Regular to Temporary | | **Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits). | | | |

| CAREER LADDERS – POPS | | | | | | |
|-------------------------------|-------------|-------------------------------------|---------------------------------|------------------------------|-------------------------------|--|
| Dept. | Slot | Current Position Title/Grade | New Position Title/Grade | Current Annual Salary | Proposed Annual Salary | Comments Current HRMD Practice |
| Sheriff | 524 | Cadet* / Grd 80 | Corrections Ofcr / Grd 81 | \$34,594.77 | \$39,706.37 | Career Ladder. Peace Officer Pay Scale (POPS). |
| * 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 |
| Juvenile Probation | 279 | Juvenile Detention Ofcr I* / Grd 12 | Juvenile Detention Ofcr II* / Grd 13 | \$29,498.83 | \$30,973.77 | 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 |
| Constable 2 | Slot 12 / Court Clerk I* / Grd 13 / \$40,746.99 | Constable 2 | Slot 12 / Court Clerk II / Grd 15 / \$43,260.67 | Promotion. Pay is at midpoint of pay grade. |
| County Atty | Slot 71 / Office Spec / Grd 10 / \$27,643.20 | County Atty | Slot 197 / Office Spec / Grd 10 / \$27,643.20 | Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay. |
| District Atty | Slot 117 / Office Spec / Grd 10 / \$26,271.60 | District Atty | Slot 236 / Court Clerk I / Grd 13 / \$32,052.80 | Promotion. Pay is between min and midpoint of pay grade. |
| District Clerk | Slot 130 / Court Clerk II / Grd 15 / \$39,513.94 | District Clerk | Slot 43 / Court Svcs Mgmt Admin Coord / Grd 18 / \$42,500.00 | Promotion. Pay is between min and midpoint of pay grade. |
| * Actual vs Authorized | | | | |

| PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS | | | | |
|--|---|-------------------|---|--|
| Dept. (From) | Slot – Position Title – Grade – Salary | Dept. (To) | Slot – Position Title – Grade – Salary | Comments |
| Sheriff | Slot 1485 / Cadet* / Grd 80 / \$34,594.77 | Sheriff | Slot 1096 / Security Coord / Grd 12 / \$34,621.60 | Voluntary job change. Transition from Peace Officer Pay Scale (POPS) to Classified Pay Scale. Pay is at midpoint of pay grade. |
| Sheriff | Slot 514 / Cadet* / Grd 80 / \$34,594.77 | Sheriff | Slot 1510 / Cadet* / Grd 80 / \$34,594.77 | Error correction to Pers Amend 9/6/11. Correcting slot. |
| * Actual vs Authorized | | | | |

| AD HOC CLASSIFICATION CHANGE | | | | | | | |
|--|---------------|---|-------------|------------------|------------------------------------|-------------|------------------|
| | | Current | | | HRMD Recommends | | |
| Dept. | Slot # | Auth Position Title / Position # | FLSA | Pay Grade | Position Title / Position # | FLSA | Pay Grade |
| Tax Collector | 126 | Office Spec / 10795 | NE | 10 | Tax Spec I / 12800 | NE | 12 |
| Department requests in order to meet departmental needs. PBO has confirmed funding available. | | | | | | | |

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By/Phone Number: Kris Nilsen, 854-4820

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

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

- a) Review and approve tuition reimbursements for employees who have completed classes in accordance with the Tuition Refund Program §10.021.
- b) Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

A total of fifty two (52) requests for Summer 2011 semester are listed on the attached spreadsheet.

The Tuition Refund Program is an employee benefit approved by the Commissioners Court. The Human Resources Management Department has confirmed that employees listed have met the established criteria for reimbursement. Each employee's file consists of:

- the tuition refund request form
- a course description
- fee receipt
- official grade

STAFF RECOMMENDATIONS:

HRMD recommends approval.

ISSUES AND OPPORTUNITIES:

NA

FISCAL IMPACT AND SOURCE OF FUNDING:

A total of \$42,440.00 was budgeted in line item 001-1130-522.6402 for Fiscal Year 2011 Tuition Reimbursement. The total refund amount requested for your approval is \$14,136.40.

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

REQUIRED AUTHORIZATIONS:

Kim Austin-Smith, Human Resources Management Department, 854-4707
Diane Blankenship, Human Resources Management Department, 854-9170
Leroy Nellis, Planning and Budget Office, 854-9106
County Auditor's Office 854-9125
County Treasurer's Office 854-9365

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



HRMD

Human Resources Management Department

1010 Lavaca, 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX (512) 854-4203

BACKUP MEMORANDUM

DATE: September 9, 2011

TO: Members of the Commissioners Court

VIA: Leroy Nellis, Interim County Executive, Planning and Budget

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Tuition Refund Program Reimbursements

Proposed Motion:

- a) Review and approve tuition refunds for employees who have completed classes in accordance with the Tuition Refund Program §10.021.
- b) Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

Summary and Staff Recommendation:

A total of fifty two (52) requests for Summer 2011 semester are listed on the attached spreadsheet. HRMD recommends approval.

The Tuition Refund Program is an employee benefit approved by the Commissioners Court. The Human Resources Management Department has confirmed that employees listed have met the established criteria for reimbursement. Each employee's file consists of:

- the tuition refund request form
- a course description
- fee receipt
- official grade

Budgetary and Fiscal Impact:

A total of \$42,440.00 was budgeted in line item 001-1130-522.6402 for Fiscal Year 2011 Tuition Reimbursement. The total refund amount requested for your approval is \$14,136.40.

SU 2011 Req

| Semester Code | Last Name | First Name | Dept. | Job Title | Vendor # | 1st Course | 2nd Course | Amt to Refund |
|---------------|----------------------|------------|---------------------|--------------------------|----------|--|-----------------------------------|---------------|
| SU-001 | Billy | Amber | District Clerk | Court Clerk II | 71855 | Human Resource Management | Legal Environment | 300.00 |
| SU-002 | Boltin | Sara | County Attny | Legal Secretary | NEW | English Composition I | | 151.20 |
| SU-003 | Bouldin | Glynis | TCSO | Corrections Ofcr, Sr | NEW | Crime in America | Intro to Philosophy | 300.00 |
| SU-004 | Camarillo | Nehemiah | TCSO | Corrections Ofcr, Sr | NEW | Police System and Practices | Legal Aspects of Law Enforcement | 300.00 |
| SU-005 | Castro | Nancy | Juv Public Defender | Office Assistant | 79762 | Legal Research and Writing | Administrative Law | 300.00 |
| SU-006 | Chavira | Maria C. | Pretrial Services | Pretrial Officer II | 78733 | Investigations | Advanced Crime Theory | 300.00 |
| SU-007 | Davis | Deloris | HHS | Caseworker | NEW | Quantitative Research Methods | Methods of Family Research | 300.00 |
| SU-008 | Doane | Karen | Tax Office | Accountant Sr | 77031 | Math for Bus and Economics | | 151.20 |
| SU-009 | Duval | Karen | County Attny | Paralegal | 68369 | Business Law | | 300.00 |
| SU-010 | Elizondo | Priscela | Civil Courts | Judicial aide | 77741 | Family Law | Wills, Trusts, and Probate Admin | 278.40 |
| SU-011 | Fernandes | Martin | TCSO | Corrections Ofcr, Sr | 79766 | Crime in America | | 163.20 |
| SU-012 | Fraga-Araujo | Ana | District Clerk | Court Clerk Asst | NEW | Government - State and Local | | 151.20 |
| SU-013 | Garnett | Zetta | HRMD | Benefits Assistant | 63567 | Basic Issues in Community Based Health Care Delivery | | 300.00 |
| SU-014 | Gomez | Amanda | CJP - OCR | Legal Secretary | NEW | Principles of Macro Economics | | 151.20 |
| SU-015 | Gonzalez | San Juana | HHS | Contract Compliance Spec | NEW | Health Care Finance II | Strategic Planning and Policy | 300.00 |
| SU-016 | Gorman | Laura | County Attny | Attorney III | 71862 | Intro to Psychology | Vocabulary II | 300.00 |
| SU-017 | Gutierrez | Adrianna | County Clerk | Court Clerk Asst | NEW | Criminology II | Gender Issues in Criminal Justice | 300.00 |
| SU-018 | Hart | Lessie | TCSO | Office Specialist, Sr | NEW | Clinical Office Procedures | Anatomy and Physiology | 300.00 |
| SU-019 | Herrera | Albert | TCSO | Security Coordinator | 54330 | Community Resources in Corrections | | 151.20 |
| SU-020 | Johnson | Kevin | CSCD | Probation Officer II | 67134 | Policy Process | | 300.00 |
| SU-021 | Jones | Jessica | TCSO | Corrections Officer | 75941 | Criminal Investigation | Court Systems and Practices | 163.20 |
| SU-022 | Koenig | Casey | Juv Prob | JDO III | 61248 | Mediation | Human Resource Development | 300.00 |
| SU-023 | Kubiak | Joshua | Auditor | Auditor I | 77743 | Internal Control/Auditing | Tax Research | 300.00 |
| SU-024 | Levisay | Jacklyn | CSCD | Probation Officer | 70693 | Administrative Law in Criminal Justice | | 300.00 |
| SU-025 | Loa | Talisha | Constable 2 | Court Clerk I | 75938 | Human Resource Management | Organizational Negotiations | 300.00 |
| SU-026 | Loera | Adolfo | Pretrial Services | Pretrial Officer III | NEW | Law of Contracts | Law of Agency | 300.00 |
| SU-027 | McDonald | Etoise | County Attorney | Paralegal | 79769 | Legal Research , Analysis and Writing | | 300.00 |
| SU-028 | McGonagle | Marta | TCCES | Chem Dep Counselor | 74368 | Human Motivation | | 300.00 |
| SU-029 | Martinez | David | County Clerk | Court Clerk II | NEW | Texas State and Local Govt | Speech Communication | 290.40 |
| SU-030 | Medina | Elizabeth | District Clerk | Records Analyst Assoc | 69392 | Intro to Literature and Writing | Living Planet | 300.00 |
| SU-031 | Mirelez | Joanie | District Attny | Court Clerk I | 77037 | Cultural Diversity in Criminal Justice | | 300.00 |
| SU-032 | Mitchum | Gregory | TCSO | Peace Officer, Sr. | 62062 | Principles of Marketing | | 151.20 |
| SU-033 | Montgomery-Cafferata | Felicia | County Attorney | Office Specialist | 79771 | Interpersonal Communication | | 300.00 |
| SU-034 | Neidlein | Angela | TCSO | Corrections Officer | NEW | Juvenile Justice System | | 151.20 |
| SU-035 | Nilsen | Kristine | HRMD | HR Specialist, Sr | 73340 | Problem Solving in Computer Science | | 300.00 |
| SU-036 | Padilla | Vicki | Criminal Courts | Judicial aide | 77038 | Marketing Communication | Technical & Business Writing | 300.00 |
| SU-037 | Patterson | Shannon | Pretrial Services | Pretrial Officer III | NEW | Texas Peace Officer Procedures | Texas Peace Officer Law | 300.00 |

SU 2011 Req

| | | | | | | | | |
|--------|-------------|-------------|-------------------|-------------------------|-------|---|--------------------------------|--------------------|
| SU-038 | Paz | Pamela | TCSO | Corrections Officer, Sr | 74370 | Spanish | | 300.00 |
| SU-039 | Posada | Alberto | Pretrial Services | Office Specialist, Sr | NEW | Forensic Evidence | | 300.00 |
| SU-040 | Rendon | Layla | TCSO | Corrections Officer, Sr | NEW | Marketing | | 300.00 |
| SU-041 | Rodriguez | Limbania | County Attny | Legal Secretary | 77039 | Principles of Accounting | | 300.00 |
| SU-042 | Sexton | Christina | Constable Pct 3 | Court Clerk I | 79773 | Leadership Developping in Group Relations | | 300.00 |
| SU-043 | Sexton | Christopher | Constable Pct 3 | Deputy Constable | 77747 | Leadership in Action Research | Global Leadership Perspective | 300.00 |
| SU-044 | Taylor | Stephanie | TCCES | Chem Depend Coun, Sr | 77748 | Intro to Philosophy | Kinesiology | 204.40 |
| SU-045 | Thornton | Bridgett | TCSO | Security Coordinator | 79776 | Word Processing | Effective Speaking | 300.00 |
| SU-046 | Valdez | Alejandrina | Juv Prob | JPO III | NEW | Techniques in Counseling | Intro Assessment Therapy | 300.00 |
| SU-047 | Villarreal | Roland | TCSO | Corrections Officer, Sr | NEW | Intro to Criminal Justice | Juvenile Justice System | 300.00 |
| SU-048 | Vittitow | Hatley | District Clerk | Court Clerk I | NEW | Legal Aspects Law Enforcement | Intro to Sociology | 278.40 |
| SU-049 | Waggoner | Nicole | District Attny | Legal Secretary | 77749 | Issues/Problems in Law | Advanced Litigation | 300.00 |
| | Carry-overs | | | | | | | |
| SU-050 | Duval | Karen | County Attny | Paralegal | 68369 | Research and Evaluation I | Critical Thinking | 300.00 |
| SU-051 | Gutierrez | Adrianna | County Clerk | Court Clerk Asst | NEW | Communication and Conflict | | 300.00 |
| SU-052 | Valdez | Alejandrina | Juv Prob | JPO III | NEW | Legal Ethical Issues in Healthcare | Counseling Diverse Populations | 300.00 |
| | | | | | | Amount to Pay | | \$14,136.40 |



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By/Phone Number: Susan Bell/49587 and Denise Bell 43997

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir/Travis County Clerk

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action to approve the annual written plans for the 028 Records Management Preservation Fund and 057 County Clerk's Records Archival Fund.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney 49415

For information purposes:

Randy Lott, Planning and Budget 49726

Steven Broberg, RMCR 49575

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



Dana DeBeauvoir
Travis County Clerk
P.O. Box 1748
Austin, TX 78767
512-854-9188

**TRAVIS COUNTY CLERK FY12 PLAN FOR USE OF THE
028 RECORDS MANAGEMENT AND PRESERVATION FUND
AND THE 057 RECORDS ARCHIVE FUND**

BACKGROUND

The Records Management and Preservation Fund, outlined in Section 118.0216 of the Texas Local Government Code, is for, “the records management and preservation services performed by the county clerk after the filing and recording of a document in the records of the office of the clerk.” This section also states, “the county clerk shall prepare an annual written plan for funding the automation projects and records management and preservation services performed by the clerk.”

The County Clerk’s Records Archive Fund, outlined in 118.025 of the Local Government Code, states that the fee for "Records Archive" under Section 118.011(f) is for, “the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive.” This section states, “the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk’s records archive.”

This document serves as the written plan for both of these funds.

Long Term Plan for the Use of these Funds

The Travis County Clerk’s library of permanent real property records dates prior to 1836 and contains over 30,000,000 pages of documents. There are three important categories of these documents:

| | |
|----------------------|---|
| April 1999 – present | Documents are electronically imaged and have a computerized index. |
| 1987 – 1999 | Documents are microfilmed and have a computerized index. |
| 1836 – 1987 | Documents are microfilmed and have microfilmed copies of handwritten indexes. |

Our primary goals are to use these funds to:

- **Provide computerized indexes for all real property records filed prior to 1990**

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

Computerizing indexes is a priority since index records prior to 1987 exist as microfilmed copies of handwritten indexes. In addition to the indexes being inefficient to research, handwriting styles and poor microfilm images can sometimes make reading the indexes difficult. New technology now allows inexpensive, highly accurate creation of indexes. Previously, this task was tedious, expensive, and often contracted overseas with risks of transport.

- **Make certain that appropriate disaster recovery and business resumption systems are in place**

Ensuring that a detailed structure is in place to prevent loss of these records in the event of a disaster is directly associated with protecting the archive and therefore, related to the primary intent of this legislation.

- **Digitize County Clerk records and redact personal identifiers**

Digitizing records increases protection of documents from disaster, dramatically increases the ability to track and locate documents, provides a clearer more readable image of documents, and greatly improves efficiency for the retrieval of documents by the public. To help reduce the risk of identity theft, personal identifiers are being removed from images before they are presented for public view on the Internet. Additional redaction measures may need to be taken depending on actions from the legislature and Attorney General.

- **Ensure that appropriate electronic storage and retrieval systems are in place to protect the records**

Maintaining these millions of images will require a large-scale electronic storage system. A system for maintaining a replicated copy of this database is needed to minimize risk. It will also help to ensure that Internet access to the records will not be occurring on the same system as the storage/main production database.

- **Implement a system for securing, inventorying, tracking, and retrieving paper records filed with the Clerk**

This project is particularly important for protecting and tracking the location of court documents filed with the County Clerk's Office. This automated inventory check-in/check-out process allows these documents to be viewed by the necessary parties while minimizing the risk of being lost or stolen. It also coordinates the inventories of onsite and offsite records storage areas.

- **Apply special preservation methods to documents of significant historic value**

Modern preservation techniques should be applied to paper documents that merit special consideration, such as Sam Houston's will.

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

FY12 PLAN FOR THE USE OF THE 057 RECORDS ARCHIVE FUND

To reach the goals previously described, we are requesting the following resources:

1. PERSONNEL

Total: \$351,819

2. CONTRIBUTION TO THE OFFICE OF TRAVIS COUNTY RECORDS MANAGEMENT AND COMMUNICATION

Total: \$229,355

These costs cover expenses related to off site storage and the salary of an imaging production technician.

3. MICROFILM DIGITIZING PROJECT II

Total: \$300,000

For the continuation of the task of converting microfilm to digital images and creating computer indexes for each image for all records recorded between 1836 and 1987. This project has expanded to include the redaction of personal identifiers from internet images.

4. RESERVES

Any unused funds will be classified as allocated reserves and will be held for future use. These funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for records management projects; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.

FY12 PLAN FOR THE USE OF THE 028 RECORDS MANAGEMENT FUND

To reach the goals previously described, we are requesting the following resources:

1. PERSONNEL

Total: \$672,120

2. OFFICE EQUIPMENT, FURNITURE, AND SUPPLIES

Total: \$55,000

3. TRAINING AND SEMINARS

\$15,000

4. CAPITAL OFFICE EQUIPMENT AND FURNITURE

\$52,570

Crystal Report FTP Software

\$5570

Software is used to collect data from systems such as FACTS and Anthem

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

Equipment Necessary for New DMS

\$47000

This is to purchase new servers and an Oracle database license to supplement the purchase of the new DMS.

5. RESERVES

Any unused funds will be classified as allocated reserves and will be held for future use. These funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for records management projects; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 20, 2011
Prepared By/Phone Number: Deece Eckstein, 854-9754
Elected/Appointed Official/Dept. Head: Deece Eckstein, 854-9754
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on constitutional amendments to be approved by voters during the general election on November 8, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: Ten constitutional amendments will be put before the voters of Texas in the November general election. Five of them will impact county government. IGR wishes to brief the Court on the relevant amendments and see whether the Court wishes to take any action in support of, or opposition to, them.

STAFF RECOMMENDATIONS: No recommendation at this time.

ISSUES AND OPPORTUNITIES: See attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING: N/A.

REQUIRED AUTHORIZATIONS: None.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

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.

Daniel Bradford, Assistant County Attorney
County Attorney's Office
Phone: 854-3718
Email: Daniel.Bradford@co.travis.tx.us

David Escamilla
County Attorney
Phone: 854-9415
Email: David.Escamilla@co.travis.tx.us

Sherri Fleming, County Executive
Health and Human Services/Veterans Services
Phone: 854-4101
Email: Sherri.Fleming@co.travis.tx.us

Cyd Grimes
Purchasing Agent
Phone: 854-9700
Email: Cyd.Grimes@co.travis.tx.us

Joe Harlow, Interim County Executive
Information Technology Services
Phone: 854-9372
Email: Joe.Harlow@co.travis.tx.us

Danny Hobby, County Executive
Emergency Services
Phone: 854-4416
Email: Danny.Hobby@co.travis.tx.us

Roger Jefferies, County Executive
Justice and Public Safety
Phone: 854-4415
Email: Roger.Jefferies@co.travis.tx.us

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.

Steven Manilla, County Executive
Transportation and Natural Resources
Phone: 854-9429
Email: Steven.Manilla@co.travis.tx.us

Katie Petersen, Senior Budget Analyst
Planning and Budget Office
Phone: 854-9346
Katie.Petersen@co.travis.tx.us

Leroy Nellis, Interim County Executive
Planning and Budget Office
Phone: 854-9066
Email: Leroy.Nellis@co.travis.tx.us

Susan Spataro
Travis County Auditor
Phone: 854-4195
Email: Susan.Spataro@co.travis.tx.us

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.



MEMO

- For Your Information**
- Action Required**

TO: Travis County Commissioners Court
FROM: Deece Eckstein, Coordinator, IGR
DATE: Wednesday, September 14, 2011
RE: Constitutional Amendments on the November ballot

Summary and IGR Recommendation

Five constitutional amendments on the ballot this fall would, if passed, affect county government. The Court may wish to consider whether it should take a position on any of these amendments.

Background

On November 8, 2011, Texas voters will decide the fate of ten constitutional amendments. Five of those amendments affect county governments, some significantly.

Number 1: Allowing surviving spouse of totally disabled veteran to receive homestead tax exemption.

Two years ago, voters allowed totally disabled veterans a 100 percent tax exemption for their homestead residences. This session the Legislature extended that exemption to surviving spouses, so long as they own the same homestead (and even if they remarry).

Number 4: Allowing counties to participate in certain tax financing zones.
Currently, municipalities can issue bonds to redevelop blighted areas, pledging increased property tax revenues to repay the bonds ("tax increment

financing”). Counties cannot participate in such arrangements. This amendment would permit county participation.

Number 5: Allowing city and county interlocal contracts without tax, sinking fund.

Currently, a contract between local governments that is longer than one year is considered to constitute a debt, requiring the imposition of a tax and the creation of a sinking fund. This interpretation limits the ability of local governments to contract with each other for long-term projects, such as building infrastructure. The amendment would clarify that such interlocal agreements do not constitute a debt, making them more feasible.

Number 8: Appraising open-space land for water stewardship.

This amendment adds “water stewardship” to the land uses that are appraised on their productive capacity (simplistically known as the “ag exemption”). Senator Kirk Watson sponsored the enabling legislation for this proposition.

Number 10: Lengthening period before county officials must resign to run for another office.

This is the fix to the “Resign to Run” provision of the Texas Constitution. Senate Bill 100, which changed primary filing dates, made the provision unworkable as written, and this amendment reconciles the two by extending the one-year “resign to run” requirement to thirteen months.

Further Information

Attached is a summary of the ten constitutional amendments prepared by the House Research Organization.

Cc:

HOUSE RESEARCH ORGANIZATION

focus report

Texas House of Representatives

July 20, 2011

CONSTITUTIONAL

Amendments Proposed

for November 2011 Ballot

| | <i>Page</i> |
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| Previous Election Results | 4 |
| Proposition | |
| 1 Allowing surviving spouse of totally disabled veteran to receive homestead tax exemption | 5 |
| 2 Renewing authority for Texas Water Development Board bonds | 7 |
| 3 Renewing state bond authority to finance low-interest student loans..... | 9 |
| 4 Allowing counties to participate in certain tax financing zones..... | 11 |
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| 6 Distribution from Permanent School Fund to Available School Fund..... | 13 |
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| 8 Appraising open-space land for water stewardship..... | 18 |
| 9 Allowing pardon by the governor after successful deferred adjudication | 20 |
| 10 Lengthening period before county officials must resign to run for another office | 22 |



Amending the Constitution

Texas voters have approved 467 amendments to the state Constitution since its adoption in 1876, according to the Legislative Reference Library. Ten more proposed amendments will be submitted for voter approval at the general election on Tuesday, November 8, 2011.

Joint resolutions

The Texas Legislature proposes constitutional amendments in joint resolutions that originate in either the House of Representatives or the Senate. For example, Proposition 1 on the November 8, 2011, ballot was proposed by Senate Joint Resolution (SJR) 14, introduced by Sen. Leticia Van de Putte and sponsored in the House by Rep. Charles “Doc” Anderson. Art. 17, sec. 1 of the Constitution requires that a joint resolution be adopted by at least a two-thirds vote of the membership of each house of the Legislature (100 votes in the House, 21 votes in the Senate) to be presented to voters. The governor cannot veto a joint resolution.

Amendments may be proposed in either regular or special sessions. A joint resolution includes the text of the proposed constitutional amendment and specifies an election date. The secretary of state conducts a random drawing to assign each proposition a ballot number if more than one proposition is being considered.

If voters reject an amendment proposal, the Legislature may resubmit it. For example, the voters rejected a proposition authorizing \$300 million in general obligation bonds for college student loans at an August 10, 1991, election, then approved an identical proposition at the November 5, 1991, election after the Legislature readopted the proposal and resubmitted it in essentially the same form.

Ballot wording

The ballot wording of a proposition is specified in the joint resolution adopted by the Legislature, which has broad discretion concerning the wording. In rejecting challenges to the ballot language for proposed amendments, the courts generally have ruled that

ballot language is sufficient if it describes the proposed amendment with such definiteness and certainty that voters will not be misled. The courts have assumed that voters become familiar with the proposed amendments before reaching the polls and that they do not decide how to vote solely on the basis of the ballot language.

Election date

The Legislature may call an election for voter consideration of proposed constitutional amendments on any date, as long as election authorities have enough time to provide notice to the voters and print the ballots. In recent years, including 2011, most proposals have been submitted at the November general election held in odd-numbered years.

Publication

Texas Constitution, Art. 17, sec. 1 requires that a brief explanatory statement of the nature of each proposed amendment, along with the ballot wording for each, be published twice in each newspaper in the state that prints official notices. The first notice must be published 50 to 60 days before the election. The second notice must be published on the same day of the following week. Also, the secretary of state must send a complete copy of each amendment to each county clerk, who must post it in the courthouse at least 30 days before the election.

The secretary of state prepares the explanatory statement, which must be approved by the attorney general, and arranges for the required newspaper publication. The estimated total cost of publication twice in newspapers across the state is \$105,495, according to the Legislative Budget Board.

Enabling legislation

Some constitutional amendments are self-enacting and require no additional legislation to implement their provisions. Other amendments grant discretionary authority to the Legislature to enact legislation in a

particular area or within certain guidelines. These amendments require “enabling” legislation to fill in the details of how the amendment would operate. The Legislature often adopts enabling legislation in advance, making the effective date of the legislation contingent on voter approval of a particular amendment. If voters reject the amendment, the legislation dependent on the constitutional change does not take effect.

Effective date

Constitutional amendments take effect when the official vote canvass confirms statewide majority approval, unless a later date is specified. Statewide election results are tabulated by the secretary of state and must be canvassed by the governor 15 to 30 days following the election.

P revious Election Results

Analyses of the 11 proposals on the November 3, 2009, ballot appear in House Research Organization Focus Report No. 81-8, *Constitutional Amendments Proposed for November 2009 Ballot*, August 20, 2009.

Proposition 1: *Authorizing local financing to buy buffer areas near military installations*

| | | |
|---------|---------|-------|
| FOR | 580,030 | 55.2% |
| AGAINST | 470,746 | 44.8% |

Proposition 2: *Requiring appraisal of residence homesteads based on homestead value*

| | | |
|---------|---------|-------|
| FOR | 722,427 | 68.2% |
| AGAINST | 336,559 | 31.8% |

Proposition 3: *Allowing state enforcement of uniform property appraisal standards*

| | | |
|---------|---------|-------|
| FOR | 691,294 | 65.5% |
| AGAINST | 363,703 | 34.5% |

Proposition 4: *Establishing the National Research University Fund*

| | | |
|---------|---------|-------|
| FOR | 593,773 | 56.7% |
| AGAINST | 453,319 | 43.3% |

Proposition 5: *Allowing consolidated boards of equalization for appraisal districts*

| | | |
|---------|---------|-------|
| FOR | 631,365 | 61.8% |
| AGAINST | 390,080 | 38.2% |

Proposition 6: *Renewing Veterans' Land Board bond authority for land and mortgage loans*

| | | |
|---------|---------|-------|
| FOR | 672,285 | 65.7% |
| AGAINST | 351,036 | 34.3% |

Proposition 7: *Allowing members of the Texas State Guard to hold civil office*

| | | |
|---------|---------|-------|
| FOR | 764,994 | 73.1% |
| AGAINST | 281,855 | 26.9% |

Proposition 8: *Authorizing the state to contribute resources to veterans' hospitals*

| | | |
|---------|---------|-------|
| FOR | 789,703 | 74.8% |
| AGAINST | 265,627 | 25.2% |

Proposition 9: *Establishing a right to use and access public beaches*

| | | |
|---------|---------|-------|
| FOR | 805,362 | 76.9% |
| AGAINST | 241,522 | 23.1% |

Proposition 10: *Allowing board members of emergency services districts to serve four years*

| | | |
|---------|---------|-------|
| FOR | 759,059 | 73.1% |
| AGAINST | 279,566 | 26.9% |

Proposition 11: *Restricting use of eminent domain to taking property for public purposes*

| | | |
|---------|---------|-------|
| FOR | 848,651 | 81.0% |
| AGAINST | 198,822 | 19.0% |

Source: Secretary of State's Office

Allowing surviving spouse of disabled veteran to receive homestead tax exemption

1

Proposition

SJR 14 Van de Putte (C. Anderson)

Background

Texas Constitution, Art. 8, sec. 1(b) requires that all real and tangible personal property be taxed in proportion to its value unless exempted as authorized by the Constitution. Art. 8, sec. 1-b(i), added in 2007, authorizes the Legislature to exempt from property taxes all or part of the value of the residence homestead of a veteran certified as having a service-related disability of 100 percent or as totally disabled. Tax Code, sec. 11.131 fully exempts the value of the residence homesteads of 100 percent or totally disabled veterans from property taxes.

Veterans are considered 100 percent disabled based on the extent of their physical disability. Total disability is based on employment capability. A veteran may qualify for the tax exemption under either disability category, as defined by the federal Veterans Administration.

Digest

Proposition 1 would authorize the Legislature to allow the surviving spouse of a 100 percent or totally disabled veteran to receive a property tax exemption for a residence homestead if the disabled veteran qualified for the exemption when the veteran died. The exemption would be the same portion of the market value of the same property to which the disabled veteran's exemption applied. A homestead would qualify if:

- the property was the residence homestead of the surviving spouse when the disabled veteran died;
- the property remained the residence homestead of the surviving spouse; and
- the surviving spouse had not remarried since the disabled veteran died.

Proposition 1 also would authorize the Legislature to allow the exemption to follow the surviving spouse to a new homestead if the surviving spouse had not remarried after the death of the disabled veteran. The

exemption would be limited to the dollar amount of the exemption for the previous qualifying homestead as of the last year in which the surviving spouse had received the exemption.

The change would apply starting with the tax year beginning January 1, 2012, and would apply only to tax years after that date.

The ballot proposal reads: "The constitutional amendment authorizing the legislature to provide for an exemption from ad valorem taxation of all or part of the market value of the residence homestead of the surviving spouse of a 100 percent or totally disabled veteran."

Supporters say

While current law provides a full exemption from property taxes on the residential homesteads of 100 percent or totally disabled veterans, the exemption unfortunately does not transfer to a surviving spouse upon the veteran's death. The personal loss sustained by the surviving spouse is compounded by the need to pay an unexpected property tax bill. Proposition 1 would solve this problem by allowing the exemption to continue for the surviving spouse.

There is precedent for such a measure because Texas already grants certain surviving spouses the right to inherit other property tax breaks. For instance, the school tax freeze awarded to the owner of a residential homestead at age 65 is transferable to a surviving spouse as long as the spouse is at least 55 years old at the time of the transfer. Proposition 1 and its enabling legislation would be a sensible extension of this policy.

Proposition 1 also would help contain the cost of the continued exemption by allowing it to follow the surviving spouse into a new homestead property but not to increase. If the surviving spouse moved to a more valuable property, the spouse could exempt only the value of the original homestead. If the surviving spouse moved to a less valuable property, then the more

valuable original homestead would be returned to the property tax rolls, and the exemption would follow the surviving spouse to the less valuable homestead.

As disabled veterans face their final years, their greatest concerns are about the fate of their families. Proposition 1 would provide them with some peace of mind. We owe this to the service men and women who have sacrificed so much for our country. A spouse who had remarried would not qualify for the exemption or for the transfer of the exemption amount to a new homestead, so the tax break would be limited.

Opponents say

By extending the time that certain properties remained exempt from property taxes, Proposition 1 would decrease property tax revenue to local governments, which means other taxpayers could have to make up the revenue loss. The state should not grant tax exemptions when schools, health care, and other essential services are critically underfunded. A valuable homestead property could remain off the tax rolls for many years if the surviving spouse lived much longer than the disabled veteran.

Other opponents say

The homestead tax exemption for the surviving spouse of a 100 percent or totally disabled veteran should end if the spouse remarried. Under Proposition 1 and its enabling legislation, once the surviving spouse qualified for the full homestead tax exemption or the transfer of the exemption amount to a new homestead, the exemption would continue regardless of whether the spouse subsequently remarried. The remarriage prohibition would apply only at the point the surviving spouse initially qualified for the tax break.

Notes

The enabling legislation, SB 516 by Patrick, will take effect January 1, 2012, if the voters approve Proposition 1. The provisions of SB 516 are identical to those in Proposition 1.

Renewing authority for Texas Water Development Board bonds

2

Proposition

SJR 4 by Hinojosa (Ritter)

Background

Texas Constitution, Art. 3, sec. 49 generally prohibits state borrowing, with certain exceptions. Sec. 49-c gives the Texas Water Development Board (TWDB) constitutional bonding authority to provide financial assistance to political subdivisions for the conservation and development of the state's water resources. Texas voters have amended this provision numerous times to authorize the TWDB to issue general obligation bonds, backed by the state's full faith and credit, to finance water supply, water quality, and flood control projects, most recently in 2001.

The TWDB, under the constitutional authority of the Texas Water Development Fund II, authorized by Art. 3, sec. 49-d-8, provides financial assistance for water and wastewater projects throughout the state by issuing general obligation water development bonds and using the proceeds to finance loans to political subdivisions. The Development Fund also provides state matching funds for federal grants for the TWDB's clean water and drinking water state revolving funds.

The TWDB issues both self-supporting and non self-supporting bonds under its constitutional authority. Non self-supporting bonds require appropriation of general revenue for a portion of the debt service and are included in the calculation of the state's constitutional debt limit under Art. 3, sec. 49-j. Self-supporting bonds do not require any appropriation from the Legislature and are not included in the calculation of the constitutional debt limit. Typically, the TWDB issues self-supporting bonds, with the principal and interest payments by the political subdivisions covering the debt service.

Since 1957, voters have approved, in increments, a total of \$4.3 billion in general obligation bonds to provide financial assistance for water and wastewater projects throughout the state. Most recently, voters in 2001 authorized the TWDB to issue up to \$2 billion in additional general obligation bonds.

Digest

Proposition 2 would amend the Texas Constitution by adding Art. 3, sec. 49-d-11 to allow the Texas Water Development Board (TWDB) to issue, in addition to the bonds authorized by other provisions of the Texas Constitution, general obligation bonds for one or more accounts of the Texas Water Development Fund II (DFund II). The aggregate principal amount of the bonds that were outstanding at any time could not exceed \$6 billion.

The limitation in Art. 3, sec. 49-d-8 that the TWDB not issue bonds exceeding the aggregate principal amount of previously authorized bonds would not apply to bonds authorized by this amendment. Limitations on the percentage of state participation in any single project would not apply to a project funded with the proceeds of bonds issued under this amendment.

The ballot proposal reads: "The constitutional amendment providing for the issuance of additional general obligation bonds by the Texas Water Development Board in an amount not to exceed \$6 billion at any time outstanding."

Supporters say

Due to demand for the financing programs of the Texas Water Development Board (TWDB), its current constitutional bond authority will be insufficient to sustain its responsibilities through the next two-year state budget period. Without additional authority to issue state-backed bonds, the TWDB will be unable to provide the financing needed to meet the state's water and wastewater needs. The state also may be unable to provide required funding matches, which could mean losing federal grant funds for the state's drinking water and clean water programs.

Proposition 2 would authorize the TWDB to issue additional general obligation bonds as long as the total amount did not exceed \$6 billion at any time. Bonds

previously authorized by the voters and already issued and retired could be reissued. Authorizing the reissuance of previously authorized bonds through such an ongoing, “evergreen” process would simplify the bond authorization process by avoiding repeated and costly constitutional amendment elections and would allow the TWDB to fulfill its mission uninterrupted.

Renewing previously authorized bond authority also would provide a reliable source of financing for critical water supply and water quality needs. Critical water shortages will increase over the next 50 years, and a long-term reliable funding source for financing water and wastewater projects is needed. Proposition 2 would grant the TWDB a net increase of \$4.9 billion in bonding authority under the proposed \$6 billion aggregate cap since about \$1.1 billion in bonds currently is outstanding.

In 2009, Texas voters overwhelmingly approved a similar evergreen provision for state bonds issued by the Veterans’ Land Board to finance the program that provides low-interest loans for land and home mortgages for veterans. This session, the Legislature also adopted and submitted for voter approval Proposition 3 (SJR 50 by West), which would adopt a similar evergreen provision for student loan bonds. Like those bonds, TWDB financial assistance bonds are self-supporting. They require no draw on general revenue but use the state’s superior credit rating to finance water and wastewater projects for public entities — including cities, districts, and nonprofit water supply corporations — at a lower interest rate than the entities could receive with other financing.

In its recent review of the TWDB, the Sunset Advisory Commission recommended that it be authorized to issue additional general obligation bonds for one or more accounts of the Development Fund II up to \$6 billion, observing that “without [the TWDB’s] cost-effective programs, some entities will not be able to finance vital water and wastewater projects.”

Proposition 2 would ensure that TWDB could administer its assistance programs, provide cost-effective financing for the state’s water plan, and continue to help with local and regional efforts to address the state’s water and wastewater needs. The Bond Review Board would continue to review any proposed bond debt issuance under this constitutional authority.

The water development bond authority provided by this amendment would not allow total outstanding debt to exceed \$6 billion at any time. Unless the Legislature otherwise directed, the debt would be supported by the principal and interest received through loan payments by entities receiving TWDB loan financing. It would not require any appropriation of general revenue. The Constitution makes it clear that the Legislature exercises “full power” to direct the TWDB’s use of its bond authority under DFund II. The TWDB would remain accountable to legislators elected by the voters.

Opponents say

Proposition 2, in effect, would authorize state debt in perpetuity by reauthorizing the issuance of bonds originally authorized as long as 45 years ago and since paid off and retired. State bonds are long-term debt and generally are not issued and ultimately retired until decades after their original authorization by the voters. The Legislature and voters should retain their oversight authority to approve the issuance of new state bonds periodically in order to determine the need for this level of state borrowing.

Although Proposition 2 would not allow the total amount of outstanding bonds issued under the authority provided by the amendment to exceed the \$6 billion cap, it would, in effect, allow the TWDB cumulatively to issue more than \$6 billion in new state-backed bonds. Once bonds were issued and ultimately retired, the TWDB could issue new bonds, so the cumulative amount of bonds issued under this “evergreen” authority could far exceed the \$6 billion cap in the long run. This could amount to a considerable expansion of state debt over time without voter approval.

Renewing state bond authority to finance low-interest student loans

3

Proposition

SJR 50 by West (Branch)

Background

Texas Constitution, Art. 3, secs. 50b-4, 50b-5, and 50b-6 authorize the Hinson-Hazlewood College Student Loan Program (HH loan program) for loans to Texas students who attend public or private higher education institutions in Texas. The Texas Higher Education Coordinating Board administers the HH loan program, which uses state general obligation bonds to finance low-interest loans to students with insufficient resources to finance a college education. The loans make up the difference between the cost of attending and the amount a student is able to obtain from other sources, such as grants or federal loans. The lower interest rate on repayment of bonds backed by the full faith and credit of the state of Texas permits the student loans financed by the bonds to be made at a lower interest rate, reducing costs to the student.

Art. 3, sec. 49 of the Texas Constitution prohibits state debt unless it specifically is authorized by the Constitution. State borrowing through the issuance of state-backed general obligation bonds generally must be authorized by constitutional amendment. Texas voters have authorized a cumulative total of \$1.86 billion in general obligation bonds for the student loan program over the years. Amounts include \$85 million in 1965; \$200 million in 1969; \$75 million in 1989; \$300 million in 1991; \$300 million in 1995; and \$400 million in 1999. Most recently, in 2007, voters authorized an additional \$500 million. According to the coordinating board, about \$275.5 million of unissued bond authorization remains. It is projected that the remaining authority will be exhausted by 2013.

Current law prohibits the coordinating board from issuing more than \$125 million in bonds per year. The bonds are subject to review and approval of the Bond Review Board and the Office of the Attorney General.

Texas Constitution, Art. 3, sec. 49-j limits the amount of state debt that may be issued that is payable from state general revenue. The limitation does not apply to bonds that, although backed by the full faith and credit of the state, are reasonably expected to be

paid from other revenue sources and do not draw on general revenue funds. Bonds issued for the HH student loan program are self-supporting. The bond debt is repaid by student loan repayments, and surpluses are used to make future loans, so these bonds are not subject to the state debt limit.

Digest

Proposition 3 would amend Texas Constitution, Art. 3, sec. 50 to authorize the Texas Higher Education Coordinating Board or its successors to issue and sell general obligation bonds for the purpose of financing educational loans to college students in the manner provided by law. The principal amount of outstanding bonds issued could not exceed the aggregate principal amount of state general obligation bonds previously authorized for that purpose by any other provision or former provision of the Constitution.

The ballot proposal reads: “The constitutional amendment providing for the issuance of general obligation bonds of the State of Texas to finance educational loans to students.”

Supporters say

Proposition 3 would allow the continuation of the highly successful Hinson-Hazlewood student loan program. Every four to six years, the coordinating board must seek a constitutional amendment to authorize more bonding capacity to meet ongoing demand for low-interest student loans. Since 1965, Texas voters have authorized seven constitutional amendments totaling \$1.86 billion to provide funds for the HH loan program.

Proposition 3 would amend the Constitution to authorize the coordinating board to issue additional general obligation bonds as long as the aggregate amount did not exceed the total amount previously authorized by the voters. Such ongoing bond authority – known as “evergreen” authority – would simplify the bond authorization process by avoiding repeated and costly constitutional amendment elections and allow the

coordinating board to fulfill its constitutional mission uninterrupted.

In 2009, the 81st Legislature proposed a similar evergreen provision for state bonds issued by the Veteran's Land Board to finance the state program that provides low-interest loans for land and home mortgages for veterans, and Texas voters overwhelmingly approved that provision. This session, the Legislature also adopted and submitted for voter approval Proposition 2 (SJR 4 by Hinojosa), which would adopt a similar evergreen provision for water development bonds.

The HH student loan program has a proven record of success and is self-supporting, depending not on tax dollars, but on money from student loan repayments to pay the interest and principal on the bonds. Over the life of the program, the coordinating board has issued \$1.4 billion in general obligation bonds to finance the program.

The coordinating board has conservatively managed the program for more than 45 years and never relied on state general revenue to pay the costs of issuing, servicing, or repaying the bonds issued. These bonds do not count against the state bond debt limit because they are self-supporting. If a severe economic crisis caused the rate of default on the student loans to increase significantly, the Legislature could limit or suspend issuance of additional bonds until conditions improved.

The coordinating board offers one of the most competitive student loan interest rates in the country. The fixed rate charged by the coordinating board for its College Access Loans (CAL), one of the loans making up the HH loan program, will be 5.25 percent starting in the fall of 2011. Student demand for low-interest loans with low fixed rates has increased as the recession has reduced access to other financial aid programs.

With state appropriations for student financial aid reduced for fiscal 2012-13, Texas students will need more sources of money for college. Increasing low-cost options for students would support the state's goals for closing the gaps in higher education by improving student access and opportunity for success. Increasing

the coordinating board's ability to assume a greater share of the alternative student loan market would ensure more competitive rates for students.

Opponents say

Now is not the time to increase state borrowing by authorizing additional bonds. Even though the HH student loan program is self-supporting, this amendment would add to overall state debt because the bonds are considered an obligation of the state, which ultimately is responsible for repaying money borrowed through issuance of state bonds. If the economy faltered or did not improve and there was a high rate of default on the loans, the cost to the state could be considerable. The state should limit the use of its credit to finance these low-interest loans.

Proposition 3, in effect, would authorize state debt in perpetuity by reauthorizing the issuance of bonds originally authorized as long as 45 years ago and since paid off and retired. State bonds are long-term debt and generally not issued and ultimately retired until decades after their original authorization by the voters. The Legislature and voters should retain their oversight authority to approve the issuance of new state bonds periodically in order to determine the need for this level of state borrowing. Texas voters in 1991 rejected authorization for new student-loan bonds and should retain that authority.

Notes

SB 1799 by West, the enabling legislation enacted by the 82nd Legislature during its 2011 regular session and signed by the governor, would authorize the Texas Higher Education Coordinating Board to issue up to \$350 million in general obligation bonds in each fiscal year to finance the Hinson-Hazlewood student loan program. The principal amount of outstanding bonds issued under the bill could not exceed the amount authorized by Art. 3, sec. 50b-7, which would be added to the Constitution by Proposition 3. The bill would take effect only if the voters approve Proposition 3.

Allowing counties to participate in certain tax financing zones

4

Proposition

HJR 63 by Pickett (Wentworth)

Background

Texas Constitution, Art. 8, sec. 1-g(b) allows the Legislature to authorize an incorporated city or town to issue bonds or notes to finance development of an unproductive, underdeveloped, or blighted area and to pledge increases in property tax revenue in the area to repay the bonds.

Digest

Proposition 4 would amend Texas Constitution, Art. 8, sec. 1-g(b) to add counties to the political entities authorized to pledge increased property tax revenue to repay bonds issued to redevelop property in an unproductive, underdeveloped, or blighted area, which could include an area within a county.

The ballot proposal reads: “The constitutional amendment authorizing the legislature to permit a county to issue bonds or notes to finance the development or redevelopment of an unproductive, underdeveloped, or blighted area and to pledge for repayment of the bonds or notes increases in ad valorem taxes imposed by the county on property in the area. The amendment does not provide authority for increasing ad valorem tax rates.”

Supporters say

Proposition 4 is necessary because counties are excluded from the constitutional provision enabling cities and towns to issue bonds to finance redevelopment of unproductive, underdeveloped, or blighted areas and to use the incrementally higher property tax revenue resulting from the redevelopment to repay the bonds. The attorney general has noted that the omission of counties from the constitutional authorization makes such initiatives by counties and in areas outside of cities and towns subject to potential constitutional challenge.

Proposition 4 would resolve the constitutional issue highlighted by HB 563 by Pickett, a bill enacted by the 82nd Legislature during its 2011 regular session

that takes effect September 1, 2011. HB 563 enhances local governments’ ability to designate transportation reinvestment zones, an important tool to expand and improve transportation options. To circumvent the constitutional issue, HB 563 allows counties to capture revenue from increased property values associated with a transportation project by abating taxes within a zone and creating a corresponding road district to capture future additional revenue equal to the abated county tax. This is an indirect and complicated solution to a problem that could be solved more simply by amending the relevant constitutional provision to include counties.

Allowing a county to designate a reinvestment zone for transportation projects would enhance tools for local governments to reduce congestion, including road, rail, mass transit, and pedestrian and bicycle mobility projects, in both cities and unincorporated areas of counties. Enabling counties to fully use all resources available is necessary to confront the great transportation challenges facing the state.

Expanding the use of reinvestment zones statewide to include unincorporated areas would allow local governments to maximize available resources without a tax rate increase. As affirmed explicitly by the ballot language, Proposition 4 would not authorize a tax rate increase directly or indirectly. Although property values in a redevelopment zone may increase as a result of economic development stemming from projects financed by tax increment bonds, no property would be taxed at a higher rate due to its inclusion in a reinvestment zone.

Opponents say

Increasing opportunities for counties to participate in transportation and other reinvestment zones would expand the troubling practice of using property taxes to fund transportation and other redevelopment projects. This is a questionable use of property taxes, which are problematic and antiquated in themselves, and could create an incentive to increase property appraisals in reinvestment zones. Also, dedicating incremental increases in property tax revenue to redevelopment projects would divert funds from other local needs.



Allowing interlocal contracts by cities and counties without tax and sinking fund

SJR 26 by West (Turner)

Background

Under Texas Constitution, Art. 11, secs. 5 and 7, cities and counties may not create debt unless a tax is levied that is sufficient to pay the interest on the debt and the debt is paired with a sinking fund of at least 2 percent of the principal. A sinking fund is an amount set aside to cover future installment payments on a debt obligation.

Digest

Proposition 5 would amend Texas Constitution, Art. 11, secs. 5 and 7 to allow the Legislature to authorize cities and counties to enter into interlocal contracts with other cities or counties without meeting the tax assessment and sinking fund requirements.

The ballot proposal reads: “The constitutional amendment authorizing the legislature to allow cities or counties to enter into interlocal contracts with other cities or counties without the imposition of a tax or the provision of a sinking fund.”

Supporters say

Texas Constitution, Art. 11, secs. 5 and 7 have been interpreted in a manner that impedes the ability of cities and counties to jointly administer programs or provide services. Currently, a contract between local governments that is longer than one year is considered to constitute a debt, requiring the imposition of a tax and the creation of a sinking fund. This interpretation has limited the ability of local governments to contract with each other for long-term projects, such as building infrastructure.

Proposition 5, in conjunction with its enabling legislation, SB 760 by West, would clarify that cities and counties may enter into contracts with each other for longer than one year without that contract automatically constituting a debt. This would give local governments the flexibility to consolidate more projects and services,

reduce duplication of efforts, and save costs to taxpayers stemming from unnecessary annual contract renewals.

Opponents say

No apparent opposition.

Notes

SB 760 by West, the enabling legislation for Proposition 5, enacted by the 82nd Legislature during the 2011 regular session, would amend Government Code, sec. 791.011 to allow an interlocal contract to have a specified term of years instead of having to be renewed annually. The bill will take effect if voters approve Proposition 5.

Distribution from Permanent School Fund to Available School Fund



Proposition

HJR 109 by Orr (Ogden)

Background

Established under Texas Constitution, Art. 7, sec. 5, the Permanent School Fund (PSF) is an endowment trust that holds investment returns from the corpus of the fund and the proceeds from state land and mineral rights dedicated to the support of public schools.

The 15-member elected State Board of Education (SBOE) manages the investment of the PSF. If the fund's investment performance permits, the SBOE makes distributions from the PSF to the Available School Fund (ASF), which provides state assistance to school districts. The ASF pays for instructional materials and classroom technology and provides funding to school districts on a per-student basis. To preserve the principal of the PSF, Art. 7, sec. 5 caps at no more than 6 percent the percentage of PSF investment returns that may be distributed annually to the ASF and also prohibits any distribution in years when the PSF value falls below a certain level.

State land managed, sold, or acquired by the School Land Board (SLB) is excluded from the calculation of the market value of PSF investment returns for determining the percentage distributed annually to the ASF for spending on public education. The SLB designates how much money received from any land, mineral, or royalty interest, real estate investment, or other interest is to be deposited into the PSF. Mineral estate deposits in the real estate special fund account are used for investments to benefit the PSF.

The Natural Resources Code authorizes the School Land Board to distribute school land investment funds directly to the ASF for spending by the public schools, but the attorney general has concluded that this code provision (sec. 51.413) likely is unconstitutional. In the attorney general's opinion, the law is inconsistent with constitutional provisions requiring land sale proceeds to be invested or used to acquire other land for the PSF (Atty. Gen. Opinion, GA-0617; April 9, 2008).

Digest

Proposition 6 would amend Art. 7, sec. 5(a) of the Texas Constitution to include discretionary real estate investments and cash in the state treasury derived from Permanent School Fund (PSF) property in determining the PSF's market value used to calculate the annual distribution from the PSF to the Available School Fund (ASF). The change would apply only to a distribution from the PSF to the ASF made on or after September 1, 2011.

Proposition 6 also would authorize the General Land Office or an entity other than the SBOE responsible for managing PSF land or other properties (such as the School Land Board), in its sole discretion, to distribute to the ASF up to \$300 million each year in revenue derived that year from PSF land or properties.

Proposition 6 would amend various sections of the Texas Constitution to replace "perpetual public school fund," "public free school fund," and "free public school fund" with "permanent school fund."

The ballot proposal reads: "The constitutional amendment clarifying references to the permanent school fund, allowing the General Land Office to distribute revenue from permanent school fund land or other properties to the available school fund to provide additional funding for public education, and providing for an increase in the market value of the permanent school fund for the purpose of allowing increased distributions from the available school fund."

Supporters say

At a time when additional state funding for the schools is badly needed, Proposition 6 would allow a larger share of the Permanent School Fund endowment to be distributed to the public schools through the Available School Fund in a prudent manner that would not harm the corpus of the PSF. It would allow PSF

investment assets to be consolidated to reflect accurately the PSF's full balance by adding certain assets managed by the School Land Board to the total asset base used to calculate the annual distribution from the PSF to the ASF. It also would grant explicit authority to the School Land Board to distribute directly to the ASF proceeds from state land for spending on public education.

According to the Legislative Budget Board, the approximate value of the real assets and cash derived from PSF property that would be added to the calculation of the PSF's market value for determining the amount that could be distributed annually to the ASF for spending on the public schools would be \$2.2 billion. At the 4.2 percent distribution rate adopted by the SBOE for the upcoming two-year state budget period, this would mean an extra \$75.4 million could be distributed to the public schools through the ASF in both fiscal 2012 and fiscal 2013.

Proposition 6 also is needed because an attorney general's opinion concluded that current law allowing the School Land Board to send revenue from school land or properties directly to the ASF likely is unconstitutional. The SLB needs this authority to ensure that public schools may benefit directly from the investment returns from state land and property realized by the board. By amending the Constitution, Proposition 6 would remove any question about the SLB's authority to make a direct transfer to the ASF, at the discretion of the SLB and subject to a cap of \$300 million per year. This could provide millions of dollars in badly needed revenue for public schools while still preserving the corpus of the PSF.

Even though the corpuses of the real estate special fund account and the PSF have grown, the SLB has transferred less money to the PSF in recent years than it did 10 years ago. Arguments that the SLB's authority to retain a portion of the returns ensures the fund's future performance fail to appreciate the detriment that hoarding money means for public schools when the need for additional funding is so pressing.

Proposition 6 also would promote transparency by drawing a traceable path between the net revenue earned from public school land and its distribution to the ASF to benefit the public schools. There is no reason PSF funds derived from state land must first go through the SBOE for investment and possible future distribution

to the ASF. Despite claims that the School Land Board uses a specific methodology to determine its payout of state school land proceeds to the PSF, the land board has used its discretion to transfer larger amounts to the PSF in the past.

Replacing "perpetual public school fund" and "public free school fund" with "permanent school fund" would not be a substantive change. These terms are used interchangeably throughout the Texas Constitution — in practice, there is not a perpetual public school fund or a public free or free public school fund. The attorney general's opinion concluded that all of these funds refer to the PSF. Conforming all references to the "permanent school fund" simply would provide uniformity and prevent confusion.

Opponents say

By changing how the total assets of the Permanent School Fund (PSF) are calculated for purposes of distributing a portion of the fund to the Available School fund (ASF), Proposition 6 would offer a short-term solution to the budget crisis, but would harm public schools and their endowment in the long run. Adding discretionary real estate investments and cash returns derived from PSF land to the basis used by the SBOE to calculate the proportion of the PSF endowment to be distributed to the public schools annually through the ASF would diminish the corpus of the PSF that could be invested for future returns. This change would allow a short-term gain, but ultimately mean a long-term loss for the schools.

Authorizing the School Land Board (SLB) to distribute to the ASF up to \$300 million each year in revenue derived from PSF land is neither necessary nor appropriate. The SLB already acts in the best interest of the fund by fulfilling its duty to manage PSF land and mineral rights. Funds generated by SLB investments are used for their intended purpose of providing an endowment for public education. Authorizing the SLB to transfer proceeds from PSF land and property directly to the ASF is unnecessary because the SLB already may transfer funds to the PSF, allowing the SBOE to ensure that the invested proceeds benefit the public schools through the annual distributions to the ASF. Alternatively, the SLB may invest the net revenue, which ultimately benefits public schools by increasing

the total returns available for transfer to the PSF. It is unwise to spend funds directly that would otherwise be better invested to generate future income.

Claims that the SLB has stored money in the corpus of the PSF that should be used to benefit public schools are unfounded. The corpus of the fund has grown due to increased royalties earned from oil and gas on PSF lands. The royalties are PSF mineral rights and, as such, are dedicated constitutionally to the corpus of the PSF. The SLB has not stored money, but has adopted the same disbursement mechanism used by the SBOE.

The SLB should not be subject to a maximum transfer amount to the ASF set by the Legislature. A predetermined maximum would pressure the board to divert funds from the PSF to the ASF, regardless of its fiduciary duty to protect the corpus of the PSF. The SLB's highest priority should be its fiduciary role and determining the distribution of available funds based solely on market and investment returns.

Notes

The School Land Board supervises the management, leasing, and sale of public school lands. The board includes the elected commissioner of the General Land Office and two citizen members, one of whom is appointed by the governor and the other by the attorney general. Citizen members serve two-year terms and may be reappointed, while the commissioner serves for the duration of his or her elected term.

The Available School Fund consists not only of annual distributions from the Permanent School Fund, but also one-fourth of motor fuels tax revenue and one-fourth of occupations tax revenue.



Authorizing El Paso County districts to issue bonds for parks and recreational facilities

SJR 28 by Rodriguez (Marquez)

Background

Art. 16, sec. 59 of the Texas Constitution governs conservation and development of natural resources and parks and recreational facilities, including conservation and reclamation districts. Sec. 59(a) states that conservation and development of Texas' natural resources are public rights and duties, and the Legislature must pass laws appropriate for this purpose. Sec. 59(b) allows the creation of conservation and reclamation districts to protect and allocate these resources. These districts are government entities that may issue bonds and levy taxes.

Sec. 59(c-1) allows the Legislature to authorize conservation and reclamation districts to use taxes to develop and finance certain parks and recreational facilities that were not so authorized before September 13, 2003. The Legislature may authorize certain districts to issue bonds and levy property taxes to pay for the bonds to develop and maintain parks and recreational facilities, if approved by the district's voters. The bonds are liens on the properties assessed for the payment of the bonds. The Legislature also may authorize the districts to levy taxes to pay interest and create sinking funds for the bonds. Conservation and reclamation districts in Bastrop, Bexar, Brazoria, Fort Bend, Galveston, Harris, Montgomery, Travis, Williamson, and Waller counties are among those specified in the constitutional provision. The Legislature cannot authorize a district to issue bonds or provide for indebtedness against a district unless the district voters first approve it.

Digest

Proposition 7 would add El Paso County to the list of counties specified in Art. 16, sec. 59(c-1) of the Texas Constitution, allowing the Legislature to authorize a conservation and reclamation district in the county to issue bonds and levy taxes in order to develop and finance certain parks and recreational facilities.

The ballot proposal reads: "The constitutional amendment authorizing the legislature to permit conservation and reclamation districts in El Paso County to issue bonds supported by ad valorem taxes to fund the development and maintenance of parks and recreational facilities."

Supporters say

Proposition 7 would help El Paso County address its booming population growth. The relocation of the U.S. 1st Armored Division from Germany to Fort Bliss and continuing migration into Texas' major cities have contributed to this growth. The El Paso region needs the coordinated and planned infrastructure development that a parks district could supply.

Proposition 7 would allow El Paso voters to decide whether to create a parks district. The creation of a parks district would let local taxpayers access and enjoy all recreational assets in the county by combining them under one system. Parks are critical to a community's success. They attract and retain human capital and spur regional investment. Combining the region's park facilities would facilitate economies of scale, allowing the district to offer higher-quality services than the separate political jurisdictions could offer independently. A world-class parks system is needed to make El Paso a world-class city.

Proposition 7 would neither create a parks district nor grant it taxing authority. It simply would add El Paso County to the list of counties for which the Legislature could allow local voters to approve a proposal to create a parks district. Currently, 10 other counties may be granted this authority. Approval of this constitutional authorization would be only one step, albeit a very important one, in the process of creating a parks district in El Paso County. The parks district eventually could be authorized to levy taxes, but several other steps would be required before that could occur. It is important that local voters decide how they will be impacted, and this proposition would provide the mechanism for that to occur.

Both city and county representatives are supportive of this initiative, which could improve the quality of life for the area's residents. Proposition 7 is supported by the El Paso County Commissioners Court, as reflected by the court's vote to recommend a constitutional amendment to enable the creation of a regional parks district. The city of El Paso also supports the creation of the district, as reported by the city's Blue Ribbon Committee established to recommend options for creating a regional park authority or district.

Opponents say

Proposition 7 would create the opportunity for another authority to tax the residents of El Paso County during stressful economic times. If the proposition were approved, the district eventually could impose taxes on local citizens. El Paso County does not have a wealthy tax base. The focus of government leaders should be on sustaining the local economy, not seeking opportunities to create debt through bonds or increase revenue through taxes. Although improving the area's quality of life is important, Proposition 7 is neither helpful nor needed right now.

Proposition 7 does not reflect an overwhelming consensus of opinion among El Paso area leaders. The county and city leadership should have been provided with specific information concerning the exact financing, leadership, functions, and authority of the proposed parks district. The proposition has been characterized as a way for the people of El Paso County to begin a conversation regarding whether a parks district would benefit the area and its citizens. However, very little research has occurred to determine the actual economic effects of a vote approving a parks district. Discussion should precede action, not the other way around.

8

Proposition

Appraising open-space land for water stewardship

SJR 16 by Estes (Ritter)

Background

Texas Constitution, Art. 8, sec. 1(b) requires that all real and tangible personal property be taxed in proportion to its value unless exempted as authorized by the Constitution. Art. 8, sec. 1-d-1 requires the Legislature to provide for taxation of open-space land devoted to farm, ranch, or wildlife management based on its productive capacity and allows the Legislature to provide for taxation of open-space land devoted to timber production based on its productive capacity.

Digest

Proposition 8 would amend the Texas Constitution, Art. 8, sec. 1-d-1 to require the Legislature to provide for taxation of open-space land devoted to water stewardship purposes based on its productive capacity.

The constitutional amendment would take effect January 1, 2012.

The ballot proposal reads: “The constitutional amendment providing for the appraisal for ad valorem tax purposes of open-space land devoted to water-stewardship purposes on the basis of its productive capacity.”

Supporters say

Proposition 8 would create an incentive for landowners to partner with the state to protect water quality and increase conservation efforts by adding water stewardship to the land uses for which land could be appraised based on its productive capacity to qualify for certain tax benefits. More than 90 percent of Texas water flows through or under land owned by private individuals, and Proposition 8 would encourage those landowners to be good stewards of the water.

One of the suggested water management strategies of the State Water Plan is voluntary land stewardship. This includes controlling nuisance vegetation and

erosion and conserving wetlands to improve the health of the state’s watersheds. The plan also warns that Texas will soon face water shortages, requiring active conservation. Proposition 8 would help Texas achieve important conservation goals and help ensure a safe and adequate water supply.

While Proposition 8 could lead to some overlap between the land valuations for water stewardship and for wildlife management, mainly for erosion control and habitat stewardship, the effects would be positive. Practices that qualified under both valuations could benefit both wildlife and water, expanding options for landowners to protect valuable resources.

Proposition 8 would not provide a new tax exemption or lower valuation, but simply would allow landowners who already qualified for open-space valuation some flexibility to use their land in another way. Under the enabling legislation, for land to qualify for water stewardship use, the land would have to be appraised as qualified open-space or timber land when the water stewardship use began.

Opponents say

Proposition 8 is unnecessary because it would duplicate existing options under wildlife management valuation, mainly erosion control and habitat stewardship.

In addition, farmers and ranchers who qualify for an agricultural valuation already are practicing water conservation to keep their stocks and crops productive. A separate water stewardship designation is not needed when landowners already practice water conservation. Landowners in Texas also already enjoy several tax breaks, so expanding an existing exemption to include water stewardship would be excessive and unnecessary.

Notes

SB 449 by Watson, the enabling legislation for Proposition 8 enacted by the 82nd Legislature during

the 2011 regular session and signed by the governor, would require the Parks and Wildlife Department, with the assistance of the comptroller, to develop standards for determining whether land qualified for appraisal based on water stewardship. On request of the Parks and Wildlife Department or the comptroller, the Texas AgriLife Extension Service would assist in developing the standards. The legislation would define “water stewardship” as actively using land that at the time the water stewardship began was appraised as qualified open-space land or as qualified timber land and was being used in at least three of nine specified ways to promote and sustain water quality and conservation. SB 449 will take effect January 1, 2012, if Proposition 8 is approved by the voters.

9

Proposition

Allowing pardon by the governor after successful deferred adjudication

SJR 9 by West (Thompson)

Background

Texas Constitution, Art. 4, sec. 11(b) and Code of Criminal Procedure, art. 48.01 authorize the governor to grant reprieves, commutations of punishments, and pardons after a criminal conviction. The governor may exercise this authority in all criminal cases except treason and impeachment, but only if the Board of Pardons and Paroles recommends it.

Under Code of Criminal Procedure, art. 42.12, sec. 5, a judge may, after receiving a plea of guilty or no contest, defer further proceedings without entering an adjudication of guilt and place the defendant on community supervision (probation). If the defendant successfully completes the community supervision, the judge must dismiss the charges and discharge the defendant. This process is known as deferred adjudication and is unavailable for certain intoxication offenses, certain repeat drug offenses occurring in drug free zones, certain sex offenses, and murder, under certain conditions.

Digest

Proposition 9 would expand the governor's authority to grant pardons, reprieves, and commutations, upon recommendation of the Board of Pardons and Paroles, to cases when a person had successfully completed a term of deferred adjudication.

The ballot proposal reads: "The constitutional amendment authorizing the governor to grant a pardon to a person who successfully completes a term of deferred adjudication community supervision."

Supporters say

Proposition 9 would correct an inequity in Texas law by making people who successfully completed a term of deferred adjudication eligible for a pardon. The governor currently may grant pardons to people

who have been convicted but not to those who have completed deferred adjudication because these cases carry no conviction. Although there is no record of a conviction in these cases, there is a record of an arrest and of the deferred adjudication, a form of probation. Having any type of criminal record – even a deferred adjudication with no final conviction – can present barriers in finding employment and housing and in gaining admission to schools.

Proposition 9 would provide a possible avenue of relief for people who successfully completed a sentence of deferred adjudication. Under the proposed amendment, they could apply for a pardon, and if it were granted, they could seek to have their records expunged. Proposition 9 would be a common-sense application of the governor's pardon power and result in a more consistent policy on the use of pardons. Those who actually are convicted of an offense can apply for a pardon. This option also should be available to those receiving deferred adjudication, who often are first-time, nonviolent offenders deserving of a pardon.

This change would not result in an automatic pardon or the automatic expunction of anyone's record. Those receiving pardons under the authority in Proposition 9 would have to follow the standard vetting procedure to ensure a pardon was deserved. They would have to apply to the Board of Pardons and Paroles, which would consider the case and have to recommend the pardon to the governor. The governor still would have full discretion in whether to grant a pardon. However, once a pardon was awarded, a person could meet the requirements for expunction and have his or her criminal history removed from the public domain. To help ensure that adequate information was available before a pardon recommendation, the enabling legislation for Proposition 9 would require those applying to the Board of Pardons and Paroles wait at least 10 years after completing deferred adjudication before applying.

Current law does not preserve all criminal records indefinitely, but makes reasoned, limited exceptions to public access to these records. Allowing a pardon in

successful cases of deferred adjudication and expunction of a criminal record when justified and merited should be another such exception.

Opponents say

The state should be cautious about any policy that could result in new restrictions on public access to criminal history record information. Once a pardon had been granted under the authority in Proposition 9, a person could meet the requirements for expunction, leading to restrictions on access to currently available records. The criminal record of someone who has completed deferred adjudication states that the person completed the term and that the charges were dismissed, and this should remain public information. Employers, schools, and the public should be able to draw their own conclusions about such records.

SJR 9 is unnecessary. Pardons are designed for those who have been convicted of crimes. In cases of deferred adjudication, there is no conviction, so pardons should not be needed.

Notes

The enabling legislation for Proposition 9, SB 144 by West, would authorize the Board of Pardons and Paroles to recommend pardons for people who received deferred adjudication followed by a discharge and dismissal and who, after waiting at least 10 years from the discharge and dismissal, submitted a written request for a pardon recommendation. SB 144 will take effect January 1, 2012, if Proposition 9 is approved by the voters.

10

Proposition

Lengthening period before county officials must resign to run for other office

SJR 37 by Van de Putte (V. Taylor)

Background

Resign-to-run. Under Texas Constitution, Art. 16, sec. 65, when certain elected officials file or announce their candidacy for another office in any general, special, or primary election and their unexpired term of office exceeds one year, it constitutes an automatic resignation from the office held.

This provision, known as the “resign-to-run” provision, applies to district clerks, county clerks, county judges, county court-at-law judges, county criminal court judges, county probate judges, county domestic relations court judges, county treasurers, county surveyors, county commissioners, justices of the peace, sheriffs, tax assessors and collectors, district attorneys, criminal district attorneys, county attorneys, public weighers, and constables.

New filing deadline. Members of the uniformed services and U.S. citizens who live abroad are eligible to register and vote absentee in federal elections under the Uniformed and Overseas Citizens Absentee Voting Act of 1986 (UOCAVA). In 2009, Congress overhauled UOCAVA by enacting the Military and Overseas Voter Empowerment (MOVE) Act, which requires that all states send absentee ballots to uniformed and overseas citizens at least 45 days before an election. This change addressed concerns that military and overseas voters did not have sufficient time to vote and thus were effectively disenfranchised.

SB 100 by Van de Putte, enacted by the 82nd Legislature during its 2011 regular session and signed by the governor, implements the federal MOVE Act by amending the state’s primary election calendar to accommodate the new deadlines for sending ballots to military and overseas voters. The new law moved the filing deadline for an application for a place on the general primary election ballot from January 2 in a primary election year to the second Monday in December of the odd-numbered year before the primary. This year, the candidate filing period for the 2012 election will begin on November 12, 2011, and the filing deadline will be December 12. SB 100 also moved the

runoff primary election date from the second Tuesday in April after the general primary election to the fourth Tuesday in May.

Digest

Proposition 10 would amend Texas Constitution, Art. 16, sec. 65 to extend from one year to one year and 30 days the length of the unexpired term of office that would require automatic resignation by an officeholder who filed or announced candidacy for another office.

The ballot proposal reads: “The constitutional amendment to change the length of the unexpired term that causes the automatic resignation of certain elected county or district officeholders if they become candidates for another office.”

Supporters say

Proposition 10 would change the length of the unexpired term that causes the automatic resignation of certain county and district officeholders. It is needed to address the new filing deadline imposed by SB 100, which the Legislature enacted to implement the federal MOVE Act requiring a longer period before an election for overseas military to cast absentee ballots. The constitutional change would allow officeholders with less than one year and 30 days left in their unexpired terms to avoid automatically resigning their office by becoming a candidate for another public office.

Without approval of Proposition 10, certain county and district officeholders wishing to seek another office will have to forfeit their current posts when they announce their candidacies because they must file for a place on the ballot with more than 12 months left in their current posts under the new filing deadline. Under prior law, the filing deadline was January 2, while the terms for county and district offices end on December 31. This gave these officials a small window of opportunity to file for another office rather than seek reelection and still keep their positions for the remainder of their terms. Moving the filing deadline to the second Monday in

December means that these officials have no option but to resign their position if they file for another office.

Officeholders with less than one year and 30 days left in their unexpired terms should be able to keep their current jobs. Most elected officials are not independently wealthy and rely on their jobs to support themselves and their families. Many would find it difficult to vacate their jobs an entire year early in order to seek another office. This would deprive officeholders of completing their terms and would create unnecessary vacancies, requiring the appointment of temporary officials to complete the terms.

Changing the filing deadline through enactment of SB 100 was necessary for Texas to comply with the federal MOVE Act, which Congress enacted to ensure that military and overseas voters had sufficient time to cast their ballots. Most states have approved or are in the process of approving legislation to comply with the MOVE Act. Ultimately, Texas lawmakers decided that moving the filing deadline was the least disruptive option for voters and the most cost-effective option for the state to comply with the MOVE Act and leave current election dates in place. Alternatives to changing the filing deadline, such as moving the primary election date, would have shifted other election dates and created conflicts with local elections.

The resign-to-run provision was added to the Texas Constitution in 1958 after the terms for certain officials were extended from two to four years. The provision still serves the state's interests by barring those officials from running for another office in the middle of their terms and ensuring that they do not neglect their duties for too long a period because of aspirations for another office.

Opponents say

The resign-to-run provision should be repealed, not merely revised to reconcile it with the new earlier candidate filing deadline. A local official should not be penalized for announcing candidacy for another public office merely because his or her unexpired term exceeds one year. Repealing the provision would treat county and district officials the same as other public officials, who are not required to resign in order to run for another office.

The change in the resign-to-run provision would facilitate the change in the candidate filing period, which now will begin on November 12, 2011, almost a full year in advance of the November 6, 2012, election. This will mean an election season that is far too long.

HOUSE RESEARCH ORGANIZATION



Steering Committee:

Bill Callegari, Chairman
Jose Menendez, Vice Chairman
Rafael Anchia
Drew Darby
Joe Deshotel
Harold Dutton
Susan King
Tryon Lewis
Eddie Lucio III
Geanie Morrison
Elliott Naishtat
Rob Orr
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Ralph Sheffield
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Blair Parker, *Research Analysts*



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By/Phone Number: Tina Morton 854-9706

Elected/Appointed Official/Dept. Head: Nelda Wells Spears

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Authorize the print shop to process approximately 325,000 inserts for the 2011 – 2012 Taxpayer Newsletters.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Newsletter 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.

NELDA WELLS SPEARS RETIRES

After 20 years as Travis County's Tax Assessor-Collector and Voter Registrar, Nelda Wells Spears retires January 31, 2011. Travis County Commissioners will make an interim appointment for the one year that remains in Ms. Spears' term. A successful candidate who wins the November 6, 2012 election will take office January 1, 2013.

VETERAN SURVIVING SPOUSE LEGISLATION

On November 8, 2011 Texas voters will decide to approve or disapprove a residence homestead exemption for the surviving spouse of a 100% disabled veteran. If approved, the law would take effect January 1, 2012, and a surviving spouse will retain the 100% exemption.

NEW LAW REQUIRES ELECTRONIC TAX BILLS

The Texas legislature passed a new law (effective for 2012 taxes) requiring electronic bills to all property owners who authorize in writing receipt by email. Tax bills can be downloaded from the tax office web site anytime. From your account, choose "original statement."

Q & A WHAT TO DO IF YOU CANNOT PAY TAXES

Topics: payment plan, penalties

Q1: What should I do if I can't pay taxes?

A1: Pay as much as possible by January 31, 2012 and contact the tax office for a payment plan.

Q2: What do I need for a payment plan?

A2: You will need the property account number, the name and daytime telephone number of the person making payments and a proposed schedule of payment.

Q3: What is the penalty for late payment?

A3: On February 1, 2012, 6% penalty and 1% interest accrue on the unpaid balance. Penalty and interest increase each month and total 18% in July, 24% after one year.

Q4: What happens if taxes remain unpaid?

A4: Owners of unpaid accounts receive delinquent tax notices. In failing to pay taxes, owners risk costly lawsuits and foreclosure.

SAVE FOR NEXT YEAR'S TAXES

If you pay your own taxes instead of a mortgage company, and would like to save for next year's taxes, we will draft from a savings or checking account once monthly. See details about Escrow plans online at www.traviscountytax.org. Select Payment Options in the Property menu. Or, call us.

2011 / 2012

Travis County Taxpayer News

CONTACT US:

- Online at www.traviscountytax.org
- By telephone at (512) 854 9473
- In person Monday – Friday at the following locations:
 - 7:30 am – 5:30 pm CENTRAL at 5501 Airport Blvd., 78751 between 53 ½ & Koenig Drive thru service
 - 8 am – 5 pm EAST at 4705 Heflin Ln., near Springdale & MLK Drive thru service
 - 8 am – 5 pm NORTH in Pflugerville at 15822 Foothill Farms Loop, off 1825 Drive thru service
 - 8 am – 5 pm WEST in Oak Hill at 8656 Highway 71, 1 mile west of the Y, Bldg B Suite 200
 - 8 am – 5 pm SOUTH near ABIA at 4011 McKinney Falls Pkwy Drive thru service
- By mail: Nelda Wells Spears
P O Box 149328 / Austin, TX
78714-9328

KEEP THIS FOR REFERENCE!

Q & A

HOW TO SAVE ON PROPERTY TAXES

Topic: Exemptions equal lower taxes

Q1: Who can get a homestead exemption?

A1: If you own and live in the home on January 1 of the tax year you qualify to apply.

Q2: How can I confirm my exemption?

A2: Confirm by checking box #6 on your tax bill for the letter "H". If you are a senior or disabled taxpayer, it will show "S" or "D".

Q3: How do I apply for an exemption?

A3: Contact us if you need a form or download it at www.traviscountytax.org

Q4: Where do I file the exemption?

A4: File exemptions at the Travis Central Appraisal District www.traviscad.org

Q5: Is there a charge to file?

A5: No, there is no charge to file. Beware of letters from private businesses offering to file the application for a fee.

Q & A

PAYMENT DUE DATE

Topic: payment deadline

Q1: When are taxes due?

A1: Tuesday, January 31, 2012. **All payments showing a January 31, 2012 or earlier postmark will be considered timely upon receipt.**

Q & A

SENIOR & DISABLED PROPERTY OWNERS

Topics: More exemptions, quarterly payment plan, tax deferral

Q1: What is the over-65 / disabled exemption ?

A1: Just like the residence homestead exemption, it lowers the tax amount due and can only be applied where you live. Check box # 6 on your tax bill for either letter S or D to confirm this exemption.

Q2: When can I apply for an over-65 exemption?

A2: Apply as soon as you reach age 65.

Q3: I am disabled. How do I apply?

A3: The disability exemption is based on federal guidelines. Contact Travis Central Appraisal District for details.

Q4: What payment options are available?

A4: Seniors and disabled persons may pay taxes on their HOMESTEAD in 4 equal installments due at the end of January, March, May and July. To enroll, send a Letter of Intent with 1/4 payment by January 31, 2012. Download the Letter of Intent at www.traviscountytax.org.

Q5: Is there an option to defer taxes?

A5: Yes, for HOMESTEAD only, seniors and disabled taxpayers may defer taxes to be paid at a future date, at a reduced rate of 8% per year, as compared to 24% per year. Contact the tax office for details.

Q & A

HOW TO MAKE A TAX PAYMENT

Topics: Payment by mail, by telephone, online, in person and drop box

Q1: How do I send a payment by mail?

A1: Tear off the bottom portion of the tax bill, the payment coupon, and mail it in the green envelope with your check, cashier's check or money order. Do not mail cash or credit card information.

Q2: How do I pay by telephone?

A2: Call (512) 854 9473 from 7:30 am to 5:30 pm weekdays with your credit card. See additional credit card details below.

Q3: How do I make a payment online?

A3: Access www.traviscountytax.org and select "Pay Taxes" from the Property menu. Follow the prompts to access your account. Use a credit card or electronic check. See details below for credit cards.

Q4: How do I make a payment in person?

A4: Visit any of the 5 tax office locations listed on the front of this brochure. Cash payment can only be made in person.

Q5: Is there a drop box for payments?

A5: Yes, deposit a personal or cashier's check, or money order ONLY in the red drop boxes at 5501 Airport Boulevard.

Q6: What credit cards can I use?

A6: Pay with American Express, VISA, MasterCard and Discover. There is a 3% convenience fee collected by the vendor. The maximum charge for e-check is \$40.



Travis County Commissioners Court Agenda Request

Meeting Date: September 20, 2011

Prepared By/Phone Number: Melissa Velasquez, Judge's Office, x49557

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE FOLLOWING:

- A. AUTHORIZATION TO PRINT THE TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN BOOKLET AND DONOR FORM FOR THE 2011 TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN;
- B. AGREEMENT WITH AUSTIN COMMUNITY FOUNDATION TO SERVE AS TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN 2011 FISCAL AGENT;
- C. LIST OF RECIPIENT FEDERATIONS AND CHARITIES FOR USE IN THIS YEAR'S CAMPAIGN; AND
- D. CAMPAIGN SOLICITATION STRATEGY AND APPOINTMENT OF LEAD DEPARTMENTS AND/OR PERSONS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Travis County Combined Charities Campaign is underway. This request is for the printing of the Booklet of charitable organizations and the donor form, which will also be available on the County's internal website Travis Central <http://tcnet/combinedcharities/> ; To approve the 2011 Fiscal Agent Agreement with Austin Community Foundation; and to approve the list of recipient federations and charities for use in this year's campaign. Historically we have used the City of Austin's list of Federations and Charities (a cap of 25% on the admin and fundraising percentage, anything higher, and the organization is ineligible to be included), added to the list are a few Commissioner's Court approved organizations.

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 20, 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 Sessions of August 30 and September 6, 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 30, 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 30, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Kimberlie Slade.

| | | |
|-------------------|--------------------------|---------|
| Samuel T. Biscoe | County Judge | Present |
| Ron Davis | Precinct 1, Commissioner | Present |
| Sarah Eckhardt | Precinct 2, Commissioner | Present |
| Karen L. Huber | Precinct 3, Commissioner | Present |
| Margaret J. Gómez | Precinct 4, Commissioner | Present |

Public Hearings

1. **Canceled.** The item regarding a request to use approximately 1.9 acres of land in Little Webberville Park in Precinct One as construction staging and working area for the Caldwell Lane Drainage Project.

Citizens Communication

Members of the Court heard from:

Gus Peña, Travis County Resident
Walter Calmens, Vice President, White Glove Health
Ronnie Gjemre, Travis County Resident
Clay Dafoe, Travis County Resident
Dr. John Kim, Travis County Resident
Todd Osburn, Compensation Manager, Human Resources Management Division (HRMD)

Special Items

2. Consider and take appropriate action on an order regarding outdoor burning in the unincorporated areas of Travis County.

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning stays in place.

Proclamations and Resolutions

3. Approve Resolution encouraging the observation of "A National Moment of Remembrance" at noon on September 11, 2011.

MOTION: Approve Resolution in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Health and Human Services Dept. Items

4. Consider and take appropriate action regarding the following workforce development investments:
 - a. Workforce Solutions - rapid employment model - program expansion; and
 - b. Big Austin - ex-offender re-entry pilot.

Members of the Court heard from:

Sherri Fleming, County Executive, Health and Human Services and Veteran Services (HHSVS)
Alan Miller, Executive Director, Workforce Solutions, Capital Area Workforce Board
Stacey Dukes-Roland, Executive Director, Big Austin
Linda Young, Officer and Board Member, Big Austin

RESULT: **DISCUSSED** **Reset for: 9/6/2011**

Planning and Budget Dept. Items

5. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: **ADDED TO CONSENT**

6. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
 - a. Revised application submitted by Criminal Justice Planning to the United States Department of Justice, Bureau of Justice Assistance for permanent supportive housing support services for frequent users of the Travis County Jail;

Members of the Court heard from:

Clay Dafoe, Travis County Resident
Roger Jefferies, County Executive, Justice and Public Safety (JPS)

MOTION: Approve Item 6.a.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- b. Annual contract with Texas Department of Agriculture for the Juvenile Probation Department to continue the National School Lunch/Breakfast Program and USDA School Commodity Program;
- c. Annual contract with Austin/Travis County Integral Care to continue the Austin/Travis County Integral Care Community Partners for Children Coordinator Program in Juvenile Probation;

- d. Amendment to the agreement with the Texas Water Development Board to extend the term of the Flood Mitigation Assistance – Planning Grant within the Transportation and Natural Resources Department until August 2012;
- e. Permission to continue the Juvenile Accountability Block Grant Juvenile Assessment Center Program in Juvenile Probation until the Fiscal Year 2012 Agreement is fully executed;
- f. Permission to continue personnel related expenses for Texas Juvenile Probation Commission Grants in Juvenile Probation until the Fiscal Year 2012 Agreements are fully executed;
- g. Permission to continue the Travis County Sheriff's Office Child Abuse Victim Services Personnel Grant until the Fiscal Year 2012 Agreement is fully executed;

RESULT: ADDED TO CONSENT

- h. Permission to continue the Family Drug Treatment Court in the Civil Courts until the Fiscal Year 2012 Agreement is fully executed;

Members of the Court heard from:

Travis Gatlin, Jr., Senior Budget Analyst, Planning and Budget Office (PBO)
Diana Ramirez, Senior Budget Analyst, (PBO)
Roger Jefferies, County Executive, Justice and Public Safety (JPS)

MOTION: Approve Item 6.h.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- i. Permission to continue the Drug Diversion Court in the Criminal Courts until the Fiscal Year 2012 Agreement is fully executed;

Members of the Court heard from:

Ronnie Gjemre, Travis County Resident

MOTION: Approve Item 6.i.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- j. Permission to continue the Travis County Veteran's Court Program in the Criminal Courts until the Fiscal Year 2012 Agreement is fully executed;

Members of the Court heard from:

Ronnie Gjemre, Travis County Resident

MOTION: Approve Item 6.j.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- k. Permission to continue the Casey Family Programs Community and Family Reintegration Program in Health and and Veterans Service until the forthcoming Agreement is fully executed; and
- l. Permission to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office until the Fiscal Year 2012 Agreement is fully executed.

RESULT: ADDED TO CONSENT

Administrative Operations Items

- 7. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,148,511.65 for the period of August 12 to August 18, 2011.

RESULT: ADDED TO CONSENT

- 8. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

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

- a. Waiving the policy for naming of Travis County facilities since this is a leased property;
- b. Approving the name of the leased property as the "Travis County Community Center at Jonestown"; and
- c. Approval of Agreement extending the lease an additional year.

RESULT: ADDED TO CONSENT

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

Members of the Court heard from:

John Carr, Engineering Division Manager, Facilities Management

MOTION: Approve Item 10.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Purchasing Office Items

- 11. Approve Interlocal Agreement No. IL120001EC, Texas Agrilife Extension Service, for wildlife damage management services.

RESULT: ADDED TO CONSENT

- 12. Approve additional City funding (Modification No. 1) to Interlocal Agreement No. IL110133EC, City of Austin regarding the Summer Youth Employment Program.

RESULT: ADDED TO CONSENT

13. Approve addition of funds (Modification No. 10) to Interlocal Agreement No. IL070037RE, Austin Travis County Mental Health and Mental Retardation Center, D/B/A Austin Travis County Integral Care for system of care services.

RESULT: ADDED TO CONSENT

14. **Revised:** Approve Interlocal Agreement No. IL110250EC with Texas Department of Assistive and Rehabilitative Services for communication services for State agencies.

RESULT: ADDED TO CONSENT

15. **Revised:** Approve Interlocal Agreement No. IL110251EC with Texas Department of Assistive and Rehabilitative Services for interpreter services.

RESULT: ADDED TO CONSENT

16. Approve renewal of Interlocal Agreement No. IL020037RE, Texas Department of Aging and Disability Services, for deaf interpreter services.

RESULT: ADDED TO CONSENT

17. **Revised:** Approve Interlocal Agreement No. IL110277EC with Texas Agrilife Extension Services for the exchange of financial information related to an agreement with AmeriCorps.

RESULT: ADDED TO CONSENT

18. Approve Modification No. 8 to Contract No. PS000299KW, Southwest Key Program, Inc., for educational and counseling services.

RESULT: ADDED TO CONSENT

19. Approve Contract Award for Avaya/Nortel PBX administration, support and maintenance, RFP No. P110225-LC, to the high ranked proposer, Affiliated Telephone.

RESULT: ADDED TO CONSENT

20. Approve Modification No. 11 to Interlocal Agreement No. IL060341RE, Austin Travis County Integral Care, for substance abuse services.

RESULT: ADDED TO CONSENT

21. Approve Contract Award for professional financial advisory services to D. Ladd Pattillo & Associates.

RESULT: POSTPONED

22. Approve Modification No. 3 to Contract No. PS100110DW, Austin/Travis County Reentry Round Table, to provide professional program development for formerly incarcerated persons in the community.

MOTION: Approve Item 22.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Samuel T. Biscoe, Judge

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Transportation and Natural Resources Dept. Items

23. Receive comments regarding Travis County's stance on pursuing a traffic calming program including the creation of a traffic calming policy, funding and staffing. (Commissioner Eckhardt)

Members of the Court heard from:

Steve Manilla, County Executive, Transportation and Natural Resources, (TNR)
David Greear, Senior Engineer, TNR
Gary Schatz, Assistant Director, Austin Transportation Department, City of Austin
Gary Warren, Fire Chief, Emergency Services Districts #3 and #9
Phyllis Clair, Major, Travis County Sheriff's Office (TCSO)
Tom Nuckols, Assistant County Attorney
Danny Hobby, County Executive, Emergency Services

RESULT: DISCUSSED

24. Consider and take appropriate action on the acceptance of dedication of street and drainage facilities for the Commons at Rowe Lane Phase IIB and Phase IIIA, two subdivisions in Precinct Two. (Commissioner Eckhardt)

RESULT: ADDED TO CONSENT

25. Receive update and take appropriate action regarding completion of the Balcones Canyonlands Conservation Plan permit requirements under Section 10(a)(1)(b) of the Endangered Species Act and consider specific parcels for completion. (Commissioner Huber) (This item may be taken into Executive Session pursuant to Gov't Code Ann. 551.072, Real Property)

Members of the Court heard from:

Rose Farmer, Program Manager, Natural Resources, TNR
Jon White, Environmental Quality Division Director, Natural Resources, TNR
Bill Derryberry, Senior Budget Analyst, PBO

RESULT: DISCUSSED

26. Consider and take appropriate action on a request for a variance only from Title 30, City of Austin/Travis County subdivision regulations for Section 30-2-159 (Private Streets) for the Austin Seventy One Preliminary Plan. (Commissioner Huber)

Members of the Court heard from:

Anna Bowlin, Engineering Services Division Director, TNR
Michelle Lynch, Representative, Metcalf Williams

RESULT: DISCUSSED

Reset for: 9/6/2011

27. Consider and take appropriate action on the acceptance of dedication of street and drainage facilities within Lake View Estates and Lake Ridge Estates in Precinct Three. (Commissioner Huber)

RESULT: ADDED TO CONSENT

28. Receive briefing from City of Austin and Lone Star Rail staff on urban rail.

Members of the Court heard from:

Robert Goode, Assistant City Manager, City of Austin

Robert Spillar, Director of Transportation, City of Austin
Joseph Black, Rail Director/Operations Manager, Lone Star Rail
Ronnie Gjemre, Travis County Resident
Clay Dafoe, Travis County Resident

RESULT: DISCUSSED

29. Consider and take appropriate action on an application to use the Del Valle Dailey Middle School to conduct a public meeting on the Colorado River Corridor Plan and issue associate press release.

RESULT: POSTPONED

Other Items

30. 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)
Ronnie Gjemre, Travis County Resident
Clay Dafoe, Travis County Resident

RESULT: DISCUSSED

31. Consider and take appropriate action regarding the replacement of Chapter 11 of the Travis County Code relating to the Parking Policy and other related issues.

Clerk's Note: The Court discussed

- o *language changes to Section 11.003(e)*
- o *allocating spaces to specific positions*
- o *effect of Zoned Pilot at 700 Lavaca in relation to assigned spaces.*

Members of the Court heard from:

Sydnia Crosbie, Lead Financial Analyst, TNR
Tenley Aldredge, Assistant County Attorney
Daniel Bradford, Assistant County Attorney and Member, Parking Committee
The Honorable Orlinda Naranjo, Judge, 419th Judicial District Civil Court
Leslie Stricklan, Senior Project Manager, Facilities Management, and Member, Parking Committee

MOTION: Adopt a 90-day pilot as recommended to the Parking Policy with discussed changes to Section 11.003(e) and to report about zoned versus assigned parking, with the Parking Administrator to report to a County Manager with input from the Parking Committee.

32. Consider and take appropriate action regarding modification and extension of Contract No. 696-PD-0-1-L-I0306 M-011 between the Texas Department of Criminal Justice and Travis County for the housing of releasees for the 2011–2012 contract term.

RESULT: ADDED TO CONSENT

33. Receive revenue and expenditure reports for the month of July 2011.

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

34. Consider and take appropriate action on an offer to sell to the County approximately 65 acres of land near the intersection of SH 130 and U.S. Hwy. 71 East in Precinct Four, for inclusion in the Onion Creek Open Space Parkland - 2005 Bond Program. (Commissioner Gómez) ²

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Purchase 65 acres for a total of \$778,440.00, with the source of funding to be the 2005 Bond Program and the offer being subject to the County Attorney's review.

RESULT: APPROVED [UNANIMOUS]

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Consent Items

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 5, 6.b–g, 6.k–l, 7, 8, 9.a–c, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 24, 27, 32 and 33.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Karen L. Huber, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

1. Receive bids from County Purchasing Agent.
2. Approve payment of claims and authorize County Treasurer to invest County funds.
3. Approve setting a public hearing on Tuesday, September 20, 2011 to receive comments on the annual written plans for the 028 Records Management Preservation Fund and 057 County Clerk's Records Archival Fund and publish the appropriate notice as required by 118.025 of the Local Government Code.

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, September 6, 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 September 6, 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 |

Citizens Communication

Members of the Court heard from:
Gus Peña, Travis County Resident
Morris Priest, Travis County Resident
Dr. John K. Kim, Travis County Resident
Ronnie Gjemre, Travis County Resident

Special Items

1. Consider and take appropriate action on an order regarding outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:
Tony Callaway, Assistant Fire Marshal, Fire Marshal's Office
Dan Chapman, Chief Park Ranger, Transportation and Natural Resources (TNR)
Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services
Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

RESULT: DISCUSSED **Reset for: 9/13/2011**

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning stays in place.

Planning and Budget Dept. Items

2. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

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

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

RESULT: ADDED TO CONSENT

- 4. Consider and take appropriate action on proposed Fiscal Year 2012 indirect cost rates.

RESULT: ADDED TO CONSENT

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

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge noted that by approving Item 5, the Court is approving signature authority for Andrea Shields, Manager, Travis County Corporations, and authorizing the County Judge to sign the Resolution on behalf of the Commissioners Court.

Administrative Operations Items

- 6. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$605,655.20 for the period of August 19 to August 25, 2011.

RESULT: ADDED TO CONSENT

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

- a. Proposed routine personnel amendments; and

RESULT: ADDED TO CONSENT

- b. Non-routine request from Justice of Peace Precinct 5 for a variance to Travis County Code § 10.03002, General Overview for Determining Pay Policy.

Members of the Court heard from:
Ronnie Gjemre, Travis County Resident

MOTION: Approve Item 7.b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Justice and Public Safety Items

8. Consider and take appropriate action to grant permission under Budget Rule 12B to Leanne Courtney, Travis County Medical Examiner's Office Forensic Nurse, to travel to Montreal, Canada, from October 18 through October 22, 2011, to attend the annual Forensic Nursing Conference.

RESULT: ADDED TO CONSENT

Clerk's Note: The County Judge noted that the new job classifications related to this item will be posted on the September 13, 2011 Agenda.

Purchasing Office Items

9. Approve Modification No. 23 to Contract No. MA960322, Easy Access, Inc., for Tax Office computer system.

RESULT: ADDED TO CONSENT

10. Approve list of auto-renewal interlocal agreements (93 total) and contracts (211 total) for various services.

RESULT: ADDED TO CONSENT

11. Approve Contract Award for insulation services, IFB No. B110209-NB, to the low bidders:

- a. McCullough Heating and Air Conditioning, primary contractor; and
- b. GG's Construction LLC, secondary contractor.

RESULT: ADDED TO CONSENT

12. Approve Interlocal Agreement No. IL110271SW, Texas Workforce Commission, for information release for Travis County Constable Precinct Four.

RESULT: ADDED TO CONSENT

13. Approve Interlocal Agreement No. IL110272SW, Texas Workforce Commission, for information release for Travis County Constable Precinct Five.

RESULT: ADDED TO CONSENT

14. Approve award of Contract No. PS110283ML to D. Ladd Patillo and Associates for professional financial advisory services.

Members of the Court heard from:

Marvin Brice, Construction Procurement Management, Purchasing

MOTION: Approve Item 14.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Transportation and Natural Resources Dept. Items

15. Consider and take appropriate action on a Cash Security Agreement with Gehan Homes for Sidewalk Fiscal for Commons at Rowe Lane IIB in Precinct Two. (Commissioner Eckhardt)

RESULT: ADDED TO CONSENT

16. Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Ltd., for Sidewalk Fiscal for Commons at Rowe Lane IIA in Precinct Two. (Commissioner Eckhardt)

RESULT: ADDED TO CONSENT

17. Consider and take appropriate action regarding a License Agreement with R and B Sports, LLC for a triathlon at Pace Bend Park. (Commissioner Huber)

RESULT: ADDED TO CONSENT

Clerk's Note: The Court noted that Pace Bend Park has been affected by the recent wildfires but is still open.

18. Consider and take appropriate action on proposed License Agreement with Travis County Water Control and Improvement District No. 20 for construction and maintenance of drainage improvements within right-of-way of Furlong Drive, a Travis County-maintained roadway. (Commissioner Huber)

RESULT: ADDED TO CONSENT

19. Consider and take appropriate action on a request for a variance only from Title 30, City of Austin/Travis County subdivision regulations for Section 30-2-159 (Private Streets) for the Austin Seventy One preliminary plan. (Commissioner Huber)

RESULT: ADDED TO CONSENT

Clerk's Note: Commissioner Huber noted that she would support the variance but would like the Court to have the power to be able to limit the number of road cuts onto major highways for safety reasons.

20. Consider and take appropriate action on an application to use the Del Valle Dailey Middle School to conduct a public meeting regarding the Colorado River Corridor Plan and issue associate press release. (Commissioners Davis and Gómez)

RESULT: ADDED TO CONSENT

Health and Human Services Dept. Items

21. Consider and take appropriate action regarding the following workforce development investments:

- a. Workforce Solutions - rapid employment model - program expansion;
- b. Big Austin - ex-offender re-entry pilot; and
- c. Skillpoint Alliance.

Members of the Court heard from:

- Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
- Margo Dover, Executive Director, Skillpoint Alliance
- Cat Newlands, Director, Gateway Programs, Skillpoint Alliance
- Lawrence Lyman, Social Services Program Administrator, Workforce Development, TCHHS&VS
- Diana Ramirez, Budget Analyst, Planning and Budget Office (PBO)
- Stacey Dukes-Roland, Executive Director, Big Austin
- Tamara Atkinson, Deputy Director, External Affairs, Workforce Solutions

- MOTION:** Approve the extra funding of \$315,000.00 using an automatic budget adjustment from Allocated Reserve.
- RESULT:** **APPROVED [UNANIMOUS]**
- MOVER:** Sarah Eckhardt, Commissioner
- SECONDER:** Ron Davis, Commissioner
- AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
- ABSENT:** Karen L. Huber

Other Items

22. Consider and take appropriate action on the following:
- a. Redistricting plans for the following Travis County Precincts:
 - i. County Commissioners;
 - ii. Justices of the Peace and Constables;
 - iii. Elections; and
 - b. Preclearance submission to the United States Department of Justice.

Members of the Court heard from:

- Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)
- Alfred Stanley, Travis County Resident

RESULT: DISCUSSED **Reset for: 9/13/2011**

23. Consider and take appropriate action regarding Travis County's response to reduction in jury pay by State of Texas.

Members of the Court heard from:

- Katie Gipson, Senior Budget Analyst, PBO
- John Hille, Assistant County Attorney
- Robert Chappell, Financial Manager, District Clerk

RESULT: DISCUSSED **Reset for: 9/13/2011**

24. Consider and take appropriate action on the continuation of the Sheriff's office dispatch Interlocal Agreements for the next fiscal year with the following municipalities:
- a. City of Mustang Ridge;
 - b. City of Jonestown;

- c. City of Sunset Valley;
- d. City of Rollingwood; and
- e. City of Manor.

RESULT: ADDED TO CONSENT

- 25. Consider and take appropriate action on request to approve an order designating the main early voting location, all temporary early voting locations, and mobile early voting polling places for the November 8, 2011 Joint General and Special Elections.

RESULT: ADDED TO CONSENT

- 26. Consider and take appropriate action on request regarding an order to designate Election Day polling places for the November 8, 2011 Joint General and Special Elections.

RESULT: ADDED TO CONSENT

- 27. Consider and take appropriate action on process to select County Executive of Planning and Budget:

- a. Vacancy announcement flyer; and

Members of the Court heard from:

Leroy Nellis, Budget Manager, Planning and Budget Office (PBO)
 Kim Austin-Smith, Manager, Human Resources Management Department (HRMD)

MOTION: Approve the pay range of \$125,230.00 to \$144,637.00 on the flyer.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

MOTION: Approve vacancy announcement flyer in Item 27.a.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

- b. Appointment of team to assist with selection.

Clerk's Note: The Court discussed Staff's recommendations that the Organizational Planning Team, which includes the County Executives, County Auditor, Purchasing Agent, plus Ladd Pattillo, Travis County Financial Advisor, should be appointed as the Selection Team.

Members of the Court heard from:

Leroy Nellis, Budget Manager, PBO
 Sherri Fleming, County Executive, TCHHS&VS

MOTION: Approve Staff's recommendations in Item 27.b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge

SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

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

28. Receive briefing from the County Attorney in Travis County, et al v. Peggy C. Werner (Sean L. Murphy resale deed) and take appropriate action.¹

Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Approve the proposed tax resale deed to Sean L. Murphy, who has paid Travis County the sum of \$12,200.00 in cash.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Sarah Eckhardt, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez

ABSENT: Karen L. Huber

29. Receive briefing from the County Attorney in Travis County, et al v. Stephen Michael Fletcher (Bruce G. Smith resale deed) and take appropriate action.¹

Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Approve the proposed tax resale deed to Bruce G. Smith, who has paid Travis County the sum of \$3,500.00 in cash.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez

ABSENT: Karen L. Huber

30. Receive briefing and take appropriate action regarding Travis County involvement in legal action regarding Congressional Redistricting.¹

Judge Biscoe announced that Item 30 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize an extra \$50,000.00 to cover legal fees; funding will be from the Allocated Reserve.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Consent Items

Members of the Court heard from:
Ronnie Gjemre, Travis County Resident
Steve Manilla, County Executive, TNR

MOTION: Approve the following Consent Items: C1–C6 and Agenda Items 2, 3.a–c, 4, 5, 6, 7.a, 8, 9, 10, 11.a–b, 12, 13, 15, 16, 17, 18, 19, 20, 24.a–e, 25, and 25.

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 16, 2011.
- C4. Approve setting a public hearing on Tuesday, September 20, 2011 to receive comments regarding a proposed street name change for a portion of Thaxton Road to be known as "Solis Place" at the south end of McKinney Falls Parkway in Precinct Four. (Commissioner Gómez)
- C5. Approve setting a public hearing on Tuesday, September 20, 2011 to receive public comments on proposed amendments to Chapter 82, Travis County Code, establishing water availability rules for subdivisions.
- C6. Approve setting a public hearing on Tuesday, October 4, 2011 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 1345 and 1346 of Apache Shores, Section 3 amended Precinct Three. (Commissioner Huber)

Added Items

- A1. Consider and take appropriate action regarding whether to convert to bi-weekly payroll or, alternatively, retain current semi-monthly payroll.

Members of the Court heard from:
Leroy Nellis, Budget Manager, Planning and Budget Office (PBO)
Norman McCree, Financial Analyst, HRMD
Todd Osburn, Compensation Manager, HRMD
Mike Wichern, Chief Assistant County Auditor II, Travis County Auditor's Office
Susan Spataro, Travis County Auditor
Steve Manilla, County Executive, TNR

MOTION: Move to a bi-weekly pay cycle.

MOVER: Sarah Eckhardt, Commissioner

Clerk's Note: The Motion dies for lack of a Second.

Clerk's Note: By taking no action, the Court agrees to retain the current semi-monthly payroll.

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Northwest Travis County Road District No. 3

Meeting Date: September 20, 2011

Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Sessions of August 23 and 30 and September 6, 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 Northwest Travis County Road District No. 3 (Golden Triangle) 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

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 |

1. Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Sessions of August 2 and 9, 2011.

MOTION: Approve Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, August 30, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on August 30, 2011 in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Kimberlie Slade.

| | | |
|-------------------|--------------------------|---------|
| Samuel T. Biscoe | County Judge | Present |
| Ron Davis | Precinct 1, Commissioner | Present |
| Sarah Eckhardt | Precinct 2, Commissioner | Present |
| Karen L. Huber | Precinct 3, Commissioner | Absent |
| Margaret J. Gómez | Precinct 4, Commissioner | Present |

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve claims in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Gómez
ABSENT: Karen L. Huber

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, September 6, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on September 6, 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 | Absent |
| Margaret J. Gómez | Precinct 4, Commissioner | Present |

1. Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Session of August 16, 2011.

MOTION: Approve Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: September 20, 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 Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Sessions of August 23 and 30, 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 Bee Cave Road District No. 1 (Galleria) 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

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 |

1. Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Sessions of August 2 and 9, 2011.

MOTION: Approve Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, August 30, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on August 30, 2011 in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Kimberlie Slade.

| | | |
|-------------------|--------------------------|---------|
| Samuel T. Biscoe | County Judge | Present |
| Ron Davis | Precinct 1, Commissioner | Present |
| Sarah Eckhardt | Precinct 2, Commissioner | Present |
| Karen L. Huber | Precinct 3, Commissioner | Absent |
| Margaret J. Gómez | Precinct 4, Commissioner | Present |

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve claims in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Eckhardt, Gómez
ABSTAIN: Ron Davis
ABSENT: Karen L. Huber

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge