



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Cheryl Aker, x49558

**Elected/Appointed Official/Dept. Head:** County Judge Sam Biscoe

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

### **AGENDA LANGUAGE:**

**CONSIDER AND TAKE APPROPRIATE ACTION REGARDING APPROPRIATE FOLLOW-UP TO ADDRESS DAMAGE CAUSED BY RECENT WILDFIRES AND INJURIES SUFFERED BY COUNTY RESIDENTS, INCLUDING REMAINING FIRE ISSUES, CLEAN UP IN TRAVIS COUNTY, COLLABORATION WITH FEMA AND OTHER RELIEF AGENCIES, AND RELATED ISSUES. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.071, CONSULTATION WITH ATTORNEY)**

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

See attached.

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**

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

**FROM STEVE MANILLA**

**October 6, 2011 LIST IN DRAFT PRIORITY ORDER**

**INITIATIVES APPROVED ON 10-04-11:**

- 1) [Provide](#) a temporary convenient permitting operation for rebuild permits [\(Timeframe to be coordinated by TNR with community; anticipate within 30 days\)](#)
- 2) Develop resource fact sheet for recovery-related assistance provided by FEMA; TC Health & Human Services; volunteer organizations; TC TNR; national disaster assistance organizations; etc. [\(Timeframe to be coordinated with OEM and TNR; anticipate within 30 days\)](#)
- 3) Partner with Fire Service providers to develop a systematic method of receiving, triaging, and acting upon information received from victims, responders, and recovery groups. [\(Timeframe to be coordinated with OEM, TNR, and Fire Service Providers; anticipate within 60 days\)](#)
- 4) [Develop](#) a County web-site or Face Book Page to disseminate frequently requested information as well as daily status reports on fire fighting, evacuation, and clean-up efforts. [\(Timeframe to be coordinated with OEM and TNR; anticipate within 90 days\)](#)
- 5) Support Fire Service provider initiatives to educate the public, prevent fires, create or improve fire fighting buffers, improve communications including reverse 911 notifications, evacuation planning, etc. [\(Timeframe to be coordinated with OEM; anticipate on-going efforts\)](#)
- 6) Support efforts to establish multiple ingress and egress for fire fighting equipment and evacuation. [\(Timeframe to be coordinated with TNR, OEM, Fire Service Providers, and Citizen groups; anticipate on-going efforts.\)](#)
- 7) Develop fact sheet on the management of vegetation in preserves for education of the public [\(Timeframe to be established by TNR; anticipate within 30 days\)](#)

**INITIATIVES REQUIRING MORE INFORMATION AND SUBMITTAL OF A PROPOSAL FOR COURT CONSIDERATION**

- 1) Partner with CAPCOG and adjacent Counties to fund and complete a wild fire Risk Assessment Study of the region. [\(Timeframe to be coordinated with adjacent Counties, OEM, TNR, and CAPCOG; anticipate proposal within six months and completion of assessment within one to two years depending upon fund availability\)](#)
- 2) Fund a Public Information Officer position. [\(Anticipate proposal within 45 days\)](#)

## **INITIATIVES REQUIRING MORE SPECIFIC INFORMATION AND LEGAL REVIEW:**

- 1) Waive permit fees for rebuilding damaged or destroyed homes, structures, and on-site sewage systems [\(Anticipate immediate implementation by TNR if approved\)](#)
- 2) Develop fact sheet to explain County areas of responsibility and legal parameters and identify roles other agencies such as Texas Forest Service and LCRA may have. [\(Timeframe to be coordinated with OEM, TNR, Fire Service Providers, and other designated agencies; anticipate completion within 90 days if approved\)](#)
- 3) Provide limited Hazardous Materials collections and disposal service [\(Timeframe to be coordinated with community and TNR; anticipate within 90 days if approved\).](#)
- 4) Provide limited printing services at no charge to ESD's to distribute guidelines on preventative measures for avoiding fire damage and for pre-disaster planning found at: <http://www.wildlandfirersg.org/> and <http://txforestservice.tamu.edu/main/article.aspx?id=8516> [\(Anticipate immediate implementation by RMCR if approved.\)](#)
- 5) Create an emergency fund account that can be used to pay contractors for clean-up efforts needed off of County rights-of-way [\(Timeframe to be coordinated with PBO if approved\)](#)
- 6) Establish Job-Order contracts for clean-up services needed off of County rights-of-way [\(Timeframe to be coordinated with Purchasing if approved; anticipate 6 months if approved and depending upon fund availability\).](#)



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** David A. Salazar/854-4107

**Elected/Appointed Official/Dept. Head:** Sherri E. Fleming,  
County Executive for  
Health and Human Services  
and Veterans Service

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

### **AGENDA LANGUAGE:**

Approve Resolution Recognizing the Central Texas Chapter of the National Forum for Black Public Administrators (NFBPA) for Hosting the State of Texas' Regional Conference, Leadership Summit 2011, in Travis County.

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

On October 13-14, 2011, NFBPA will host Symposium 2011 at the Omni Austin Hotel at Southpark in Austin, Texas.

The National Forum for Black Public Administrators (NFBPA) is a professional membership organization dedicated to the advancement of leadership in the public sector. Nationally, the membership is represented by managers and executives in virtually all disciplines among local, State and Federal governments. There are over 2,500 members representing more than 350 jurisdictions and 40 local chapters in 37 states. NFBPA is the premier association of Black public leadership. The organization provides support to local government managers in a multitude of disciplines, through intensive training, professional development programs, and a powerful network of public leadership. Locally, the Central Texas Chapter provides the same support services as the national organization and serves as a resource for local public administrators.

The National Forum for Black Public Administrators was founded in 1983 and has operated continuously since that time and is a nationally

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## Travis County Commissioners Court Agenda Request

recognized 501(c)3 organization. The Central Texas Chapter is one of over 40 chapters nationwide and serves over 100 members throughout the Austin and Travis County communities.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of this proposed resolution in support of the Central Texas Chapter of NFBPA.

### **ISSUES AND OPPORTUNITIES:**

This is an opportunity to increase the awareness of the role of public administration to the Travis County community and support the enrichment and education of youth in exploring careers in public administration.

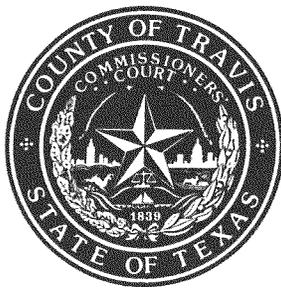
### **FISCAL IMPACT AND SOURCE OF FUNDING:**

Approval of this resolution will not increase the County Budget.

### **REQUIRED AUTHORIZATIONS:**

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

## Travis County Commissioners Court



# Resolution

WHEREAS, on October 13-14, 2011, the Central Texas Chapter of the National Forum for Black Public Administrators (NFBPA) will host its 2011 Leadership Summit – “Leadership Matters: Building A Foundation for Community Stewardship” at the Omni Southpark Hotel in Austin, Texas;

WHEREAS, NFBPA has distinguished itself as the premier professional organization dedicated to the advancement of Black leadership in the public sector;

WHEREAS, NFBPA has a growing reputation for strengthening the capacity of state and local government managers in a multitude of disciplines, through intensive training, and professional development programs; and

WHEREAS, this year’s Leadership Summit will provide workshops that focus on how upcoming leaders can effectively take on challenges and opportunities regarding the protection of our environment and planning for the implementation of policies that will ensure sustainability in our communities, the education and success of minority children, our criminal justice system from arrest to recovery and reentry, and ideas on how we can best impact the collective health of our communities.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY RECOGNIZE, ENCOURAGE AND VALUE THE EFFORTS OF THE CENTRAL TEXAS CHAPTER OF THE NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS AND OFFER THIS RESOLUTION IN THANKS FOR THE COMMITMENT TO THE PROFESSIONAL DEVELOPMENT OF PUBLIC ADMINISTRATORS, AND PLEDGE CONTINUED SUPPORT IN THEIR ENDEAVORS TO IMPROVE THE LIVES OF TRAVIS COUNTY RESIDENTS THROUGH EXEMPLARY PUBLIC SERVICE.

SIGNED AND ENTERED THIS \_\_\_\_\_ DAY OF OCTOBER 2011.

\_\_\_\_\_  
SAMUEL T. BISCOE  
COUNTY JUDGE

\_\_\_\_\_  
RON DAVIS  
COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
SARAH ECKHARDT  
COMMISSIONER, PRECINCT 2

\_\_\_\_\_  
KAREN HUBER  
COMMISSIONER, PRECINCT 3

\_\_\_\_\_  
MARGARET J. GÓMEZ  
COMMISSIONER, PRECINCT 4



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Garry Brown 854-9333

**Elected/Appointed Official/Dept. Head:** Commissioner Karen Huber

**Commissioners Court Sponsor:** Commissioner Karen Huber

**AGENDA LANGUAGE:** APPROVE PROCLAMATION HONORING LAKE TRAVIS INDEPENDENT SCHOOL DISTRICT ON THEIR 30TH ANNIVERSARY.

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

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:** N/A

**REQUIRED AUTHORIZATIONS:**

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**WHEREAS**, the 2011-2012 school year marks the 30<sup>th</sup> anniversary of the establishment of the Lake Travis Independent School District in Western Travis County; and

**WHEREAS**, from its humble beginnings on June 12, 1981 as a single, permanent schoolhouse with two portable buildings that were home to approximately 500 students, to now a dynamic institution of more than 7,000 students that has earned its second consecutive Exemplary rating from the Texas Education Agency in 2011, the Lake Travis Independent School District has come a long way to becoming a very highly regarded district in Central Texas; and

**WHEREAS**, in recognition of this milestone, the LTISD Board of Trustees and the Administration—assisted by a planning committee of former and current students, teachers and administrators—has organized a series of community events to be held during Homecoming Week 2011 that will commemorate the District’s long-standing tradition of excellence; and

**WHEREAS**, the objective of this celebration is to create overall awareness of the District’s rich history within the Lake Travis community, and more importantly, to provide opportunities for students to learn about the unique heritage and legacy that is LTISD;

**NOW, THEREFORE, BE IT RESOLVED**, that the members of the Travis County Commissioners Court recognize and applaud the faculty, staff, administration and trustees from the Lake Travis Independent School District’s inaugural school year in 1981-1982 for their vision for and dedication to the public education of children along the south shore of Lake Travis. Furthermore, we congratulate all students, faculty, staff, administrators and trustees from the past 30 years for their contributions toward the dynamic progression of the Lake Travis area into ‘One. Exemplary. Community.’

SIGNED AND ENTERED THIS \_\_\_\_\_ DAY OF OCTOBER, 2011.

\_\_\_\_\_  
SAMUEL T. BISCOE  
COUNTY JUDGE

\_\_\_\_\_  
RON DAVIS  
COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
SARAH ECKHARDT  
COMMISSIONER, PRECINCT 2

\_\_\_\_\_  
KAREN L. HUBER  
COMMISSIONER, PRECINCT 3

\_\_\_\_\_  
MARGARET J. GÓMEZ  
COMMISSIONER, PRECINCT 4



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Christy Moffett, LMSW 854-3460

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

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

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

### **AGENDA LANGUAGE:**

Consider and take appropriate action on the request to continue the administration and planning project of the Community Development Block Grant for the 2011 Program Year with internal HHSVS resources until a fully executed contract is obtained from the U.S. Department of Housing and Urban Development.

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

Please see the attached memorandum for a summary of the background and attachments.

**STAFF RECOMMENDATIONS:** Staff recommends approval. See memorandum for more detailed information.

### **ISSUES AND OPPORTUNITIES:**

Please see the attached memorandum for a summary of the issues and opportunities.

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

Please see the attached memorandum for a summary of the issues and opportunities.

### **REQUIRED AUTHORIZATIONS:**

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



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

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

**Date:** October 4, 2011

**TO:** MEMBERS OF THE COMMISSIONERS COURT

**FROM:**

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

**SUBJECT:** Acceptance of the Request to use general fund operating allocations temporarily to continue services for the Program Year 2011 Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development

**Proposed Motion:**

Consider and take appropriate action on the request to continue the administration and planning project of the Community Development Block Grant for the 2011 Program Year with internal HHSVS resources until a fully executed contract is obtained from the U.S. Department of Housing and Urban Development.

**Summary and Background:**

The Department requests permission to use general fund operating resources to cover CDBG operating expenses until the grant agreement for Program Year (PY) 2011 can be executed. It is necessary to implement this practice for two reasons – 1) historically the grant contract from the U.S. Department of Housing and Urban Development (HUD) is not ready for execution until the first quarter of the new program year, and 2) expenses will need to occur prior to the end of the first quarter. The general fund expenditures identified as CDBG are reclassified into grant expenses when there is a fully executed grant contract.

**Staff Recommendations:**

Staff recommends approval as this delay is normal for the grant and all previous costs have been reclassified successfully in years past.

**Budgetary and Fiscal Impact:**

The Health and Human Services and Veterans Service Department will reallocate funding for operating costs associated with advertisement, attendance at HUD Quarterly Meetings, cell phone allowance and other necessary items to meet deadlines.

The operating costs will come from the Executive Manager's general fund training and seminars line item (001-5830-601-6504) into the general fund advertising line item (001-5830-601-6029) to provide dollars for advertising and translation costs (001-5830-601-6018) prior to the execution of the grant agreement. The estimated dollar amount is \$5,000, which is based on the advertising costs for the Consolidated Annual Performance Evaluation Report, which occurs in November. Additionally, the Department will also use approximately \$240 from the cell phone allowance line item of (001-5830-601-4107) to pay for CDBG staff cell phone allowance until the execution of the grant agreement.

All of the appropriate general fund expenditures will be reclassified as CDBG grant expenditures when the grant budget is established by the County Auditor's office, resulting in a zero impact on the general funds resources. No matching funds are required. The department anticipates a contract, with an allocation of \$790,136 will be available before December 31, 2010.

**Issues and Opportunities:**

The use of general funds allows the administrative and planning staff to continue with general business functions related to CDBG Administration and Planning as well as allows clients to continue to receive services until the grant funds are available.

The Consolidated Plan has been approved by HUD, however, they are awaiting congressional release of funds to forward the grant agreements.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Christy Moffett, LMSW 854-3460

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

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

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

### **AGENDA LANGUAGE:**

Consider and take appropriate action on a request to approve the certificates of exemption from environmental assessment for three Community Development Block Grant projects with funding provided by the U. S. Department of Housing and Urban Development:

- A. Family Support Services Social Work Services Expansion;
- B. Lake Oak Estates Road Improvements: Phase 1 Design Services; and
- C. Administrative & Planning Expenses.

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

Please see the attached memorandum for a summary of the background and attachments.

**STAFF RECOMMENDATIONS:** Staff recommends approval. See memorandum for more detailed information.

### **ISSUES AND OPPORTUNITIES:**

Please see the attached memorandum for a summary of the issues and opportunities.

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

Please see the attached memorandum for a summary of the issues and opportunities.

### **REQUIRED AUTHORIZATIONS:**

Legal.

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

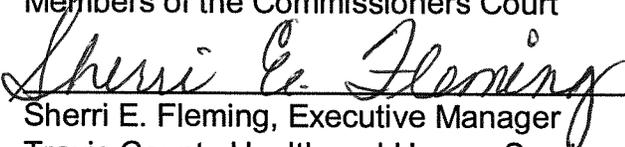
100 North I.H. 35  
P. O. Box 1748  
Austin, Texas 78767

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

**MEMORANDUM**

**Date:** October 4, 2011

**To:** Members of the Commissioners Court

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

**Subject:** Community Development Block Grant (CDBG) Environmental Clearances

**Proposed Motion:**

Consider and take appropriate action on a request to approve the certificates of exemption from environmental assessment for three Community Development Block Grant projects with funding provided by the U. S. Department of Housing and Urban Development:

- A. Family Support Services Social Work Services Expansion;
- B. Lake Oak Estates Road Improvements: Phase 1 Design Services; and
- C. Administrative & Planning Expenses.

**Summary and Background**

Each year, every project must go through the appropriate level of environmental review as required by HUD. Of the projects funded for PY 2011, three are exempt from environmental review due to the nature of the projects and their lack of impact on the human environment.

In the HUD grant agreement, which is signed by Travis County, it states: "The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulation issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58." In 24 CFR Part 58.2(A)(2), it states "Certifying Officer means the official who is authorized to execute the Request for Release of Funds and Certification and has the legal capacity to carry out the responsibilities of Sec. 58.13." In 58.13, it states " Under the terms of the certification required by Sec. 58.71, a responsible entity's certifying officer is the ``responsible Federal official" as that term is used in section 102 of NEPA and in statutory provisions cited in Sec. 58.1(b). The Certifying Officer is therefore responsible for all the requirements of section 102 of NEPA and the related provisions in 40 CFR parts 1500 through 1508, and 24 CFR part 58, including the related Federal authorities listed in Sec. 58.5. The Certifying Officer must also:

- (a) Represent the responsible entity and be subject to the jurisdiction of the Federal courts. The Certifying Officer will not be represented by the Department of Justice in court; and
- (b) Ensure that the responsible entity reviews and comments on all EISs prepared for Federal projects that may have an impact on the recipient's program.

In the past, the County Attorney's Office has determined that the County Judge is identified as the Certifying Official; and is therefore responsible for signing the forms on behalf of the County.

### **Staff Recommendations:**

Staff recommends the approval of the certification of exemption for the FSS social work services expansion project, Lake Oak Estates Road Improvement: Phase 1 Design Services and administrative and planning expenses. As outlined in 24 CFR Part 58.34(a)(4), the public service projects, design and environmental studies and the administrative and planning costs are exempt from environmental assessment. The U.S. Department of Housing and Urban Development (HUD) requires an authority of the grantee to certify the findings of the environmental review. Staff recommends the Court authorize the County Judge as said authority and allow signature of the HUD required documents provided as attachments.

### **Budgetary and Fiscal Impacts:**

Completion of the exemptions allows Travis County to request reimbursement for expenses related to the aforementioned expenses.

### **Issues and Opportunities:**

Approval of the exemptions allows CDBG staff to remain in compliance with HUD environmental review standard.

**Certification of Exemption for HUD funded projects**

Determination of activities listed at 24 CFR 58.34(a)

May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, TexasProject Name: PY 2011 Family Support  
Services Social Work Expansion Project**Project Description (Include all actions which are either geographically or functionally related):**

One social worker to provide social work services for individuals and families including but not limited to: case management, crisis intervention, information and referral and non-clinical counseling.

Location: Unincorporated areas of Precincts 1& 4Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI OtherFunding Amount: \$ 118,500 Grant Number: B-11-UC-48-503**I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:**

	1. Environmental & other studies, resource identification & the development of plans & strategies;
	2. Information and financial services;
	3. Administrative and management activities;
X	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Technical assistance and training;
	9. Engineering or design costs;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe

Responsible Entity Certifying Official Name

Travis County Judge

Title (please print)

Responsible Entity Certifying Official Signature

10/11/2011

Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

**Certification of Exemption for HUD funded projects**

Determination of activities listed at 24 CFR 58.34(a)

May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, TexasProject Name: PY 2011 Lake Oak EstatesRoads Improvement Project: Phase 1**Project Description (Include all actions which are either geographically or functionally related):**

The design and environmental related studies the architectural and engineering activity to improve several sections of roads in the Lake Oak Estates neighborhood as well as project management time.

Location: Unincorporated areas of Precincts 3: Lake Oak Estates NeighborhoodFunding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI OtherFunding Amount: \$ 145,000 Grant Number: B-11-UC-48-503

**I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:**

<input checked="" type="checkbox"/>	1. Environmental & other studies, resource identification & the development of plans & strategies;
	2. Information and financial services;
	3. Administrative and management activities;
	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Technical assistance and training;
<input checked="" type="checkbox"/>	9. Engineering or design costs;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe  
Responsible Entity Certifying Official Name

Travis County Judge  
Title (please print)

\_\_\_\_\_  
Responsible Entity Certifying Official Signature

10/11/2011  
Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)

**Certification of Exemption for HUD funded projects**

Determination of activities listed at 24 CFR 58.34(a)

May be subject to provisions of Sec 58.6, as applicable

Grant Recipient: Travis County, TexasProject Name: PY 2011 Administrative &  
Planning ExpensesProject Description (Include all actions which are either geographically or functionally related):

Personnel and general operating expenses.

Location:

Not Applicable

Funding Source:

CDBGHOMEESGHOPWAEDICapital FundOperating SubsidyHope VIOther

Funding Amount:

\$ 158,000Grant Number: B-11-UC-48-503**I hereby certify that the abovementioned project has been reviewed and determined an Exempt activity per 24 CFR 58.34(a) as follows:**

<input checked="" type="checkbox"/>	1. Environmental & other studies, resource identification & the development of plans & strategies;
<input checked="" type="checkbox"/>	2. Information and financial services;
<input checked="" type="checkbox"/>	3. Administrative and management activities;
	4. Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs;
	5. Inspections and testing of properties for hazards or defects;
	6. Purchase of insurance;
	7. Purchase of tools;
	8. Technical assistance and training;
	9. Engineering or design costs;
	10. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration;
	11. Payment of principal and interest on loans made or obligations guaranteed by HUD;
	12. Any of the categorical exclusions listed in Sec. 58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in Sec. 58.5.

If your project falls into any of the above categories, no Request for Release of Funds (RROF) is required, and no further environmental approval from HUD will be needed by the recipient for the draw-down of funds to carry out exempt activities and projects. The responsible entity must maintain this document as a written record of the environmental review undertaken under this part for each project.

By signing below the Responsible Entity certifies in writing that each activity or project is exempt and meets the conditions specified for such exemption under section 24 CFR 58.34(a). Please keep a copy of this determination in your project files.

Samuel T. Biscoe

Responsible Entity Certifying Official Name

Travis County Judge

Title (please print)

Responsible Entity Certifying Official Signature

10/11/2011

Date

(Certifying Official must sign only if this certification is needed to be sent to HUD. A Responsible Entity authorizing signature is allowable otherwise)



## **Travis County Commissioners Court Agenda Request**

**Meeting Date:** October 11, 2011

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

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

**Commissioners Court Sponsor:** Judge Sam Biscoe

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

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

**STAFF RECOMMENDATIONS:** PBO recommends approval

**ISSUES AND OPPORTUNITIES:** Please see attached documentation

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

**REQUIRED AUTHORIZATIONS:**

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

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

**Cheryl Aker – County Judge’s Office, (512) 854-9555**

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

# BUDGET AMENDMENTS AND TRANSFERS

## FY 2012

10/11/2011

### AMENDMENTS

<b>BA#</b>	<b>FUND</b>	<b>DEPT/DIV</b>	<b>ACT</b>	<b>ELM/ OBI</b>	<b>Dept.</b>	<b>Line Item</b>	<b>Increase</b>	<b>Decrease</b>	<b>Pg #</b>
A1	001	9800	981	9892	Reserves	Allocated Reserves		\$ 354,050	1
	001	2020	532	3002	County Clerk	Software	\$ 7,000		
	001	2020	532	3099	County Clerk	Other Equipment & Supply	\$ 347,050		



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

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700 Lavaca Street  
Suite 1560  
Austin, Texas 78701

**MEMORANDUM**

**TO:** Commissioners Court

**FROM:** Randy Lott, Planning and Budget Analyst

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

**DATE:** October 4, 2011

**RE:** Request to transfer from the General Fund Allocated Reserve for expenses related to purchase of additional Voting Equipment

The County Clerk's Office is requesting Commissioners Court approval for \$354,050 to be transferred from the General Fund Allocated Reserve to County Clerk Elections Division line items to purchase additional voting equipment required by recent actions of the Texas State Legislature.

During the course of the FY 12 Budget Process, and the concurrent State of Texas legislative session, the Clerk's Office worked with the City of Austin and other local entities to determine the impact on Travis County voting machine support. A recent vote by the City of Austin, after the completion of the FY 12 budget process, requires the Election Division to purchase additional voting equipment so they can cover these new requirements. The City of Austin has agreed to fully reimburse Travis County for the new equipment as part of the normal billing process for elections.

PBO recommends approval of this request.

cc: The Honorable Dana DeBeauvoir, County Clerk  
Susan Bell, Denise Bell, Gail Fisher, Michael Winn, County Clerk's Office  
Cyd Grimes, Lori Clyde, Purchasing  
Leroy Nellis, PBO



**Dana DeBeauvoir**  
Travis County Clerk

PO Box 149325, Austin TX 78714-9325  
Phone: (512) 854-9188 Fax: (512) 854-3942  
<http://www.co.travis.tx.us>

**Recording, Elections, Computer Resources,  
Accounting, and Administration Divisions**  
5501 Airport Boulevard, Austin, Texas 78751-1410

**Misdemeanor Records, Civil/Probate,  
and Records Management Divisions**  
1000 Guadalupe, Austin, Texas 78701-2328

## MEMORANDUM

TO: Leroy Nellis  
Planning and Budget Office

FROM: Dana Debeauvoir  
County Clerk

DATE: October 3, 2011

SUBJECT: **Budget Adjustment for the Purchase of Additional Voting Equipment  
for the May 12, 2012 City of Austin and Local Elections**

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The County Clerk's Office Elections Division is requesting Commissioners Court approval for \$354,050 to be transferred from General Fund Allocated Reserves (001-9800-981.98-92) to the Election Division Other Equipment and Supply (001-2020-532.30-99) and Software (001-2020-532.30-02) line items for additional voting equipment necessary to run the May 12, 2012, City of Austin and local elections.

In 2011, the 82<sup>nd</sup> Texas Legislature passed Senate Bill 100 (SB100) to implement the Federal Military and Overseas Voter Act. This created an overlap of elections between the May 2012 federal primary runoff and May 2012 local elections (including municipal elections). Although SB100 allows cities to move their May election dates to November to avoid the logistical issues, the City of Austin voted to maintain its general elections in May of even-numbered years.

The County Clerk and her Elections Division recommended a plan to the City to minimize the logistical issues associated with an overlapping of the federal primaries and municipal elections which includes the procurement of additional voting equipment.

The County proposed to purchase additional voting equipment necessary to support the May 2012 election. **The City has agreed to pay the County \$354,050 for the full cost of purchasing the additional voting equipment and to pay the additional administrative fee costs of \$35,405 associated with this purchase as permitted by the Texas Election Code. These costs will be included in the regular cost of the May election and billed along with all operational costs by July of 2012. Payment received from the City for the voting equipment would be reimbursed to the General Fund.**

There is a hard deadline from the vendor of October 15, 2011 by which the County must purchase the additional voting equipment in order to receive it in time for a May election.

Please reference attached quote. If you have any questions or need additional information please contact Gail Fisher at 854-9193.

Budget Adjustment: 29778

Fyr \_ Budget Type: 2012-Reg

Author: 20 - BELL, OLIVIA

Created: 10/4/2011 3:26:00 PM

PBO Category: Amendment

Court Date: Tuesday, Oct 11 2011

Dept: RESERVES

Just: CommCodeRq

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			354,050
				354,050
To Account		Project		Amount
001-2020-532-3002	SOFTWARE			7,000
001-2020-532-3099	OTHER EQUIPMENT & SUPPLY			347,050
				354,050

Approvals	Dept	Approved By	Date Approved
Originator	20	OLIVIA BELL	10/6/2011 9:14:08 AM
DepOffice	20	OLIVIA BELL	10/6/2011 9:14:09 AM
DepOfficeTo	20	OLIVIA BELL	10/6/2011 9:19:43 AM

  
October 6, 2011

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$15,196,426			Beginning Balance
<b>\$15,196,426</b>	<b>Current Balance</b>		

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

<b>Amount</b>	<b>Explanation</b>
(\$750,000)	TNR - Landfill
(\$300,000)	Criminal Courts - Possible Capital Cases
(\$208,000)	RMCR - Offsite Storage
(\$200,000)	HRMD - Revised Tuition Reimbursement Policy
(\$175,000)	PBO - Bank Depository Contract
(\$149,135)	County Clerk - Redistricting effects on Elections
(\$100,000)	RMCR - Postage
(\$55,208)	TNR - TXI Environmental Monitoring
(\$25,885)	HRMD - ACC Internship Program
(\$20,000)	Emergency Services - HazMat Reserve
(\$347,012)	Criminal Courts - Drug Court, Veterans Court Grants
(\$193,169)	Civil Courts - Family Drug Court Grant
(\$45,000)	HHS&VS - Coordinator Position - SafeHaven/SafePlace
(\$137,421)	TNR - Northeast Metro Park - Phase III
(\$12,500)	TNR - Ozone Monitoring at McKinney Roughs
(\$294,139)	TCSO - 700 Lavaca Security
(\$5,941,788)	Compensation
<b>(\$8,954,257)</b>	<b>Total Possible Future Expenses (Earmarks)</b>

**\$6,242,169 Remaining Allocated Reserve Balance After Possible Future Expenditures**

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,433,446			Beginning Balance
<b>\$1,433,446 Current Reserve Balance</b>			

**Possible Future Expenses Against CAR Identified During the FY12 Budget Process:**

<b>Amount</b>	<b>Explanation</b>
(\$365,000)	TNR - International Cemetery
(\$330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
(\$48,505)	TCSO - Security
(\$90,000)	TNR - New Guardrail Installations
(\$90,000)	TNR - Failing Vehicles
(\$80,000)	RMCR - AV Equipment for 700 Lavaca Street
(\$38,500)	TNR - Northeast Metro Park - Phase III
<b>(\$1,042,005) Total Possible Future Expenses (Earmarks)</b>	

**\$391,441 Remaining CAR Balance After Possible Future Expenditures**

**Salary Savings Reserve Status (001-9800-981-9803)**

Amount	Dept Transferred Into	Date	Explanation
\$330,703			Beginning Balance
<b>\$330,703 Current Reserve Balance</b>			

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
<b>\$1,000,000 Current Reserve Balance</b>			

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

Amount	Dept Transferred Into	Date	Explanation
\$4,000,000			Beginning Balance
<b>\$4,000,000 Current Reserve Balance</b>			

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
\$60,250			Beginning Balance
<b>\$60,250 Current Reserve Balance</b>			

**IJS/FACTS Reserve Status (001-9800-981-9840)**

Amount	Dept Transferred Into	Date	Explanation
\$4,700,000			Beginning Balance
<b>\$4,700,000 Current Reserve Balance</b>			

**Transition Reserve Status (001-9800-981-9841)**

Amount	Dept Transferred Into	Date	Explanation
\$750,000			Beginning Balance
<b>\$750,000 Current Reserve Balance</b>			

**Reserve for State Cuts Status (001-9800-981-9842)**

Amount	Dept Transferred Into	Date	Explanation
\$300,000			Beginning Balance
<b>*\$300,000 Current Reserve Balance</b>			

**Starflight Maintenance Reserve Status (001-9800-981-9843)**

Amount	Dept Transferred Into	Date	Explanation
\$640,000			Beginning Balance
<b>\$640,000 Current Reserve Balance</b>			

**TCSO Overtime Reserve Status (001-9800-981-9844)**

Amount	Dept Transferred Into	Date	Explanation
\$1,500,000			Beginning Balance
<b>\$1,500,000 Current Reserve Balance</b>			

\* Reserved for MHMR

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**Annualization Reserve Status (001-9800-981-9890)**

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$1,043,855			Beginning Balance
<b>\$1,043,855 Current Reserve Balance</b>			

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

<b>Amount</b>	<b>Dept Transferred Into</b>	<b>Date</b>	<b>Explanation</b>
\$51,367,824			Beginning Balance
<b>\$51,367,824 Current Reserve Balance</b>			



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/11/2011, 9:00 AM, Voting Session

**Prepared By/Phone Number:** Travis R. Gatlin, Planning and Budget Office, 854-9065

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

**Commissioners Court Sponsor:** Judge Biscoe

### AGENDA LANGUAGE:

New contract with the Hogg Foundation for Mental Health for the Juvenile Probation Department to receive resources to create an American Psychological Association (APA) accredited doctoral internship training program that will expand and enhance mental health services provided to high risk youth and families.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This week's packet has one item. It is a request from Juvenile Probation to approve a new contract with the Hogg Foundation for Mental Health to create the Travis County Psychology Internship Program that will be a APA accredited pre-doctoral internship training program that will expand and enhance mental health services provided to high risk youth and families. The grant term is five years and ends on August 31, 2016.

### STAFF RECOMMENDATIONS:

PBO recommends approval of all items

### ISSUES AND OPPORTUNITIES:

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

### FISCAL IMPACT AND SOURCE OF FUNDING:

The item requires a grant match that will be met through a cost share of the department's existing budget.

### REQUIRED AUTHORIZATIONS:

Planning and Budget Office  
County Judge's Office

Leroy Nellis  
Cheryl Aker

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE  
FY 2012

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 Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
<b>Contracts</b>											
45	Travis County Psychology Internship Program	9/01/2011-8/31/2016	\$464,733	\$99,779		\$0	\$564,512	0	R	MC	7

**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 2012 Grant Summary Report  
Grants Approved by Commissioners Court**

*The following is a list of grants that have been received by Travis County since October 1, 2011*

<b>Dept</b>	<b>Name of Grant</b>	<b>Grant Term</b>	<b>Grant Award</b>	<b>County Cost Share</b>	<b>County Contribution</b>	<b>In-Kind Contribution</b>	<b>Program Total</b>	<b>FTEs</b>	<b>Approval Date</b>
24	Drug Diversion Court	9/01/2011-8/31/2012	\$132,702	\$0	\$0	\$0	\$132,702	1	10/4/2011
24	Travis County Veteran's Court	9/01/2011-8/31/2012	\$155,000	\$0	\$0	\$0	\$155,000	2	10/4/2011
22	Family Drug Treatment Court	9/01/2011-8/31/2012	\$119,185	\$0	\$0	\$0	\$119,185	1	10/4/2011
39	DWI Court	9/01/2011-8/31/2012	\$231,620	\$0	\$0	\$0	\$231,620	4	10/4/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiatives Projects*	5/06/2008-8/31/2013	\$1,650,140	\$0	\$0	\$155,101	\$1,805,241	0	10/4/2011

\*Amended from original agreement.

\$2,288,647	\$0	\$0	\$155,101	\$2,443,748	8.00
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**FY 2012 Grants Summary Report\***

**Permission to Continue**

\*Also includes any pending items from FY 11

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct.	Cm. Ct.	Has the
			Personnel Cost	Operating Transfer	Total Request			PTC Approval Date	Contract Approval Date	General Fund been Reimbursed?
45	Residential Substance Abuse Treatment (RSAT)	10/1/2011-9/30/2012	\$9,388	\$9,388	\$18,776	1	11/30/2012	9/20/2011	Awaiting Contract	No
<b>Totals</b>			<b>\$9,388</b>	<b>\$9,388</b>	<b>\$18,776</b>					

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

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

<b>Grant Contracts approved by Commissioners Court</b>		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -

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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 employees to quit tobacco use. Ends Feb 2012.	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>		<b>\$ 3,070,731</b>	<b>\$ 1,161,189</b>	<b>\$ 8,619,525</b>	<b>\$ 2,175,626</b>	<b>\$ 7,252,569</b>	<b>\$ 1,135,059</b>	<b>\$ 2,272,470</b>	<b>\$ 1,260,059</b>	<b>\$ 1,507,470</b>	<b>\$ 1,760,059</b>	<b>\$ 1,490,480</b>	<b>\$ 1,760,059</b>

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

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### GRANT SUMMARY SHEET

<b>Check One:</b>	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
<b>Check One:</b>	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
<b>Check One:</b>	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
<b>Department/Division:</b>	Juvenile Probation/Assessment and Treatment & Counseling Services	
<b>Contact Person/Title:</b>	Michael Williams/Financial Analyst, Sr.	
<b>Phone Number:</b>	854-7011	

<b>Grant Title:</b>	Travis County Psychology Internship Program		
<b>Grant Period:</b>	From: 09/01/2011	To: 08/31/2016	
<b>Fund Source:</b>	Federal: <input type="checkbox"/>	State: <input type="checkbox"/>	Local: <input checked="" type="checkbox"/>
<b>Grantor:</b>	Hogg Foundation for Mental Health		
<b>Will County provide grants funds to a subrecipient?</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Are the grant funds pass-through another agency? If yes list originating agency below</b>	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
<b>Originating Grantor:</b>			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	0	0	0	0
Operating:	464,733	99,779	0	0	564,512
Capital Equipment:	0	0	0	0	0
Indirect Costs:	0	0	0	0	0
<b>Total:</b>	<b>464,733</b>	<b>99,779</b>	<b>0</b>	<b>0</b>	<b>564,512</b>
<b>FTEs:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0</b>

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	0	0.00	

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

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Number of Staff and interns trained	3					5
Number of interns in program	0					2
<b>Measures For Grant</b>						
Number of Staff trained	3					3
Outcome Impact Description	Staff Psychologists increase their skill set under the American Psychological Association model. This will allow our department to be accredited by the APA and will support training and supervision of interns who will assist our programs by conducting juvenile assessments and individual, group, and family counseling.					
Number of interns in program	0					2
Outcome Impact Description	Psychologists-in-training will provide services and receive specialized training in working with the youth and families of Travis County.					
Outcome Impact Description	There will be additional performance measures developed as staff are training in FY12 to measure the impact of interns added in FY13 on the population served by the department.					

**PBO Recommendation:**

The Juvenile Probation Department is requesting approval of a new contract with the Hogg Foundation for Mental Health to receive a five-year grant to create a Psychology Internship Program for doctoral students to serve the department's high risk youth and their families. The cash match increases from \$936 in FY 12 (Year 1) to \$78,610 in FY 16 (Year 5) and will be internally funded by the department. The department has expressed the need for additional mental health services for their clients and this new program would support that goal.

PBO recommends approval of the contract.

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

The proposed pre-doctoral internship program will provide trainees with exposure to a broad continuum of care, which includes intake into the juvenile justice system, deferred prosecution programs, detention and court services, residential placement, and community interventions. Interns will have the opportunity to provide therapeutic services and develop expertise in working with a unique and culturally diverse population. There is a great need for effective

mental health services for youthful offenders throughout the state. By offering comprehensive training in assessment and clinical intervention, the proposed internship program will provide psychologists-in-training with the tools necessary to promote such services throughout the Texas juvenile justice system. The Hogg Foundation will provide dollars each year to fund the following year's program. No re-application is necessary for years 2 through 5. Grants funds from years 1 through 5 will be \$59,882, \$108,162, \$115,921, \$105,822, and \$74,946 respectively. At the time of award, the Foundation will provide us with any additional performance measure requirements.

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

The existing Juvenile Probation budget will fund the County cost share over the five years. Total is \$99,779. County funds from years 1 through 5 will be \$936, \$2,722, \$5,267, \$12,244 and \$78,610 respectively. Juvenile Probation has received a request to apply for funding from the Meadows Foundation in years three and years four totaling \$66,948. Meadows funds would supplement the program. The department will look for other grant and local resources to continue the program.

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

Cost sharing is required. Juvenile Probation will use their existing budget to pay for the cost share. The match will include various lines: 001-4509-593-3001, 001-4509-593-3002, 001-4509-593-5002, 001-4510-593-3001, 001-4510-593-3013, 001-4510-593-6503, 001-4510-593-6504, 001-4512-593-6099, etc.

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

No. Grant allows for only direct cost expenses in the program.

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.

In years 3 and 4; the department will be applying for Meadows Foundation funds to pay for an intern. This will supplement the program. If funds are available; they will enhance the program. The Department intends to request in year 6 for the services via proposals submitted to the Federal and State government, as well as private foundations. The Court will have an opportunity in the future to invest in the Travis County Internship program.

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

This will allow us to provide mental health services to youth entering our care with student interns, increase the community resources for mental health services, and reduce department costs with outside vendors. In addition this will allow best industry practices within the mental health profession and allow Juvenile Probation access to highly trained resources to provide mental health services to our population.

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.

Such a program will expand and enhance the mental health services provided to high risk youth and families as well as become a highly competitive training site for doctoral-level students in psychology.



# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

**TO:** Travis Gatlin, PBO  
Senior Budget Analyst

**FROM:** \_\_\_\_\_  
Estela P. Medina  
Chief Juvenile Probation Officer

**THROUGH:** \_\_\_\_\_  
Michael Williams  
Financial Analyst, Sr.

**SUBJECT:** Travis County Psychologist Internship Program

**DATE:** September 27, 2011

Travis County Juvenile Probation has received the Hogg Foundation grant award for the creation of an APA-accredited pre-doctoral internship training program. Such a program will expand and enhance the mental health services provided to high risk youth and families as well as become a highly competitive training site for doctoral-level students in psychology. The grant award is for \$464,733 to be funded over the grant period of September 1, 2011 to August 31, 2016. A County match of \$99,779 will be funded from the existing budget from various contractual and operating line items.

Please review this item and place it on the **October 11, 2011** Commissioner's Court agenda for their consideration and signature. Please contact Mike Williams at 4-7011 for further information.

Thank you in advance for your attention to this request.

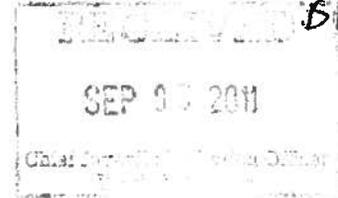
**CC:** Jim Connolly, Assistant County Attorney  
Matt Naper, Financial Analyst, County Auditor  
Britt Canary, Deputy Chief  
Darryl Beatty Deputy Chief  
Dr. Daniel Hoard, Psychologist  
Dr. Erin Foley, Psychologist  
Sylvia Mendoza, Division Director, Financial Services  
Mike Williams, Financial Analyst  
Grant File



Copy:  
S Medina  
J Eichelberger  
D Beatty  
B Sargent  
B Conway

September 7, 2011

Project Number: TPI-003



Ms. Estela P. Medina  
Chief Juvenile Probation Officer  
Travis County Juvenile Probation  
2515 South Congress Avenue  
Austin, Texas 78704

Dear Ms. Medina:

Congratulations, your organization has been selected by the Hogg Foundation for Mental Health to receive a multi-year grant to support your proposal, "Travis County Juvenile Probation Pre-doctoral Psychology Internship Program." The grant will be in the amount of \$464,733 (year one \$59,882; year two \$108,162; year three \$115,921; year four \$105,822, and year five \$74,946) for the grant period September 1, 2011 through August 31, 2016.

Please carefully review the program and reporting requirements identified in the enclosed statement of agreement and the attached appendix. If you agree to accept the grant and comply with these requirements, please sign, date and return the statement of agreement. The document must be signed by you, Deputy Chief Darryl Beatty, and Dr. Erin Foley, who will serve as training director of the internship program.

Please scan and email the signed document to [hogg-grants@austin.utexas.edu](mailto:hogg-grants@austin.utexas.edu) and send a hard copy by mail. In about two weeks after we receive the signed statement of agreement, you will receive a check in the amount of \$59,882 from The University of Texas at Austin Office of Accounting.

We also ask that you provide a copy of the signed statement of agreement to the person who will manage this project and make note of the following key reporting dates:

- Learning objectives are due October 15, 2011
- For the first grant year, a mid-year narrative report is due January 15, 2012.
- The annual narrative and fiscal reports are due by July 15 of 2012, 2013, 2014, and 2015. Upon receipt and approval of these reports, the foundation will award the next year's funding.
- The supplement to the annual fiscal report is due September 15 of 2012, 2013, 2014, and 2015.
- The final narrative and fiscal reports are due by September 15, 2016.

We plan to publicize the award of this grant. If you have not already done so, please email the name and contact information for a communications liaison to our communications director, Merrell Foote. Her email is [merrell.foote@austin.utexas.edu](mailto:merrell.foote@austin.utexas.edu) and her number is (512) 471-9142.

Letter to Ms. Estela P. Medina

-2-

September 7, 2011

If you have any questions about the grant or need further assistance, please contact Assistant Director for Research and Evaluation, Dr. Michele R. Guzmán by email [michele.guzman@austin.utexas.edu](mailto:michele.guzman@austin.utexas.edu) or by phone 512-471-0374. We look forward to working with you on this important project.

Sincerely,



Octavio N. Martinez, Jr., M.D., M.P.H., M.B.A., F.A.P.A.

Executive Director, Hogg Foundation for Mental Health

Associate Vice President, Division of Diversity and Community Engagement

Clinical Professor, School of Social Work

ONM/mrg

Enclosures: Original and copies of statement of agreement with approved budget

cc: Dr. Darryl A. Beatty, Deputy Chief  
Dr. Erin Foley, Director of Treatment & Counseling

**Statement of Agreement**  
**between**  
**the Hogg Foundation for Mental Health**  
**and**  
**Travis County Juvenile Probation**

**Project Number:** TPI-003  
**Project Director:** Dr. Erin Foley, Director of Treatment and Counseling  
**Organization:** Travis County Juvenile Probation  
**Hogg Foundation Contact:** Michele R. Guzmán, Assistant Director for Research and Evaluation

**Award of Funds**

The Hogg Foundation for Mental Health agrees to award a grant of \$464,733 (year one \$59,882; year two \$108,162; year three \$115,921; year four \$105,822, and year five \$74,946) to Travis County Juvenile Probation to complete the proposed “Travis County Juvenile Probation Pre-doctoral Psychology Internship Program” project. The grant period begins September 1, 2011 and ends August 31, 2016.

The foundation must receive a countersigned copy of this agreement prior to the release of grant funds. Please scan the signed copy of this agreement, email it to [hogg-grants@austin.utexas.edu](mailto:hogg-grants@austin.utexas.edu), and send a hard copy by regular mail to Hogg Foundation for Mental Health, Office of Grants Management, The University of Texas at Austin, P.O. Box 7998, Austin, Texas 78713-7998.

The grantee must include the assigned project number TPI-003 in all email and regular mail correspondence regarding this grant. If the grantee is affiliated with a university, all communication about the grant must be routed through that university’s Office of Sponsored Projects or its functional equivalent.

**Program Requirements**

By accepting this grant funding, Travis County Juvenile Probation agrees to complete the project as described in the foundation’s request for proposals and in the grantee’s proposal, including but not limited to adhering to the timeline for obtaining Association of Psychology Postdoctoral and Internship Centers (APPIC) membership and accreditation by the American Psychological Association (APA). If the grantee does not comply with all program and reporting requirements, the foundation may initiate a recoupment of grant funds or terminate the grant.

**Reporting Requirements and Due Dates**

The grantee must submit the following reports by the designated due date and in accordance with the specific guidelines attached to this document. To receive a deadline extension, the grantee must submit a request in writing to the foundation prior to the deadline. The requested deadline extension is subject to approval by the foundation.

**Due Date**

October 15, 2011  
January 15, 2012  
July 15 of 2012, 2013, 2014 and 2015  
September 15 of 2012, 2013, 2014 and 2015  
September 15, 2016

**Required Reports**

Learning objectives  
Mid-year narrative report  
Annual narrative and fiscal reports  
Supplement to annual fiscal report  
Final narrative and fiscal reports

**Program Changes**

The grantee must submit a request to the foundation in advance and in writing before making any significant program changes that affect implementation of the grant program and differ from the approved proposal (or subsequent approved amendments). The requested changes are subject to approval by the foundation.

The grantee must report in a timely manner any unforeseen circumstances that impact the grantee's ability to carry out the grant program or meet the project's deliverables. In this situation, the foundation may require the submission and approval of a revised proposal and a status report of activities to date.

### **Budget Changes**

The grantee may expend grant funds awarded by the Hogg Foundation for Mental Health only for project expenses identified in the approved budget. The grantee must document all budget changes, regardless of the amount, in the final fiscal report and note any budget variances in the budget narrative. The grantee may not reallocate funds to the overhead category.

The grantee must submit requests to the foundation in advance and in writing for changes that exceed 10 percent of the approved budget. The requested budget changes are subject to approval by the foundation.

Routine budget changes totaling 10 percent or less of the approved annual budget may be reallocated (taken out of existing categories) to any other existing category except the overhead category without requesting permission from the foundation. For this grant, the annual 10 percent maximum for these types of changes is shown below.

<u>Grant Year</u>	<u>Approved Budget</u>	<u>10% maximum</u>
2011-2012	\$59,882	\$5,988
2012-2013	\$108,162	\$10,816
2013-2014	\$115,921	\$11,592
2014-2015	\$105,822	\$10,582
2015-2016	\$74,946	\$7,495

The grantee must receive advance approval from the foundation prior to reallocation of funds, including changes that are 10 percent or less of the total budget, if the reallocation would result in significant changes to the grant program.

At the end of the grant period, the grantee must return unexpended grant funds of \$25 or more to the foundation. Unexpended grant funds totaling less than \$25 may be expended for project-related expenses at the discretion of the grantee. The foundation strongly discourages requests to carry funds over from one grant year to the next. Grantees should strive to spend grant funds in the grant year in which the funds are budgeted. Any requests to carry over funds will be considered on a case-by-case basis.

### **Public Charity Status**

The grantee warrants that it is currently a public charity as defined in Section 501(c)(3) or a governmental unit described in Section 170(c) of the Internal Revenue Code of 1986. The grantee must immediately notify the foundation if the organization's status or name changes. Change in the grantee's status may result in the termination of this grant and the return of all remaining grant funds to the foundation.

### **Nondiscrimination**

In the application of its resources to serve the public interest, the foundation gives high priority to the realization of equal opportunity for all members of society. Accordingly, the foundation expects that, in implementing this grant, the grantee will not discriminate with respect to race, color, religion, sex, national origin, mental or physical disability, age, citizenship status, veteran status, or sexual orientation.

### **Execution of Agreement**

If the terms and conditions of this statement of agreement are acceptable, the representatives of the grantee organization named below must sign two copies of this agreement, email a scanned copy of the signed document to [hogg-grants@austin.utexas.edu](mailto:hogg-grants@austin.utexas.edu), and return a physical copy to the Hogg Foundation for Mental Health, Office of Grants Management, P.O. Box 7998, Austin, Texas 78713-7998.

Approved by:



**Octavio N. Martinez, Jr., M.D., M.P.H., M.B.A., F.A.P.A.**  
Executive Director  
Hogg Foundation for Mental Health

Date: 9/15/2011

Accepted and agreed to by:

**Estela P. Medina**  
Chief Juvenile Probation Officer  
Travis County Juvenile Probation

Date: \_\_\_\_\_

**Darryl A. Beatty, M.P.A., M.A.**  
Deputy Chief  
Travis County Juvenile Probation

Date: \_\_\_\_\_

**Erin Foley, Ph.D.**  
Director of Treatment and Counseling  
Travis County Juvenile Probation

Date: \_\_\_\_\_

**Samuel T. Biscoe**  
Travis County Judge

Date: \_\_\_\_\_

**Statement of Agreement**  
**between**  
**the Hogg Foundation for Mental Health**  
**and**  
**Travis County Juvenile Probation**

**Appendix: Reporting requirements**

The Hogg Foundation utilizes the reporting process to assess the outcome of our grant programs and to improve our grantmaking and grant management processes. We hope that by seeking feedback and including your organization's own learning objectives, this process may be collaborative and useful to you as well. Communication about these learning opportunities will take place not only through the required reports listed below, but also through site visits and phone conversations between grant partners and program officers.

**1. Learning objectives**

Due: October 15, 2011

Once your organization has completed the statement of agreement, please email the program officer a one-page document with learning objectives. These are questions that your organization would like to answer about the project that will provide information to improve the program over the course of the grant.

**2. Mid-year narrative report**

Due: January 15, 2012

This report (limited to 6 pages) should include:

1. A narrative account of the activities that have been conducted to develop the internship program.
2. A description of the internship program as it appears on the organization's website.
3. A copy of the Association of Psychology Postdoctoral and Internship Centers (APPIC) webpage describing the program.
4. Any written materials, specific to the internship program (not about the organization in general), that will be provided to prospective interns on the interview date.
5. A description of the intern selection process.

**3. Annual narrative reports**

Due: July 15 of 2012, 2013, 2014 and 2015

The annual narrative report is an account of what was accomplished through the expenditure of grant funds and should include:

- a) Progress that the organization has made toward meeting the required timeline as outlined below for APPIC membership and American Psychological Association (APA) accreditation.
  - Recruit first class of interns through 2012 APPIC match and post-match vacancy service.
  - Hire and train first class of interns, 2012 – 2013.
  - Apply for APPIC membership by September 1, 2012.

- Obtain membership by February 1, 2013.
  - Attend workshops on accreditation and write self-study, June 2013 – June 2014.
  - Apply for APA accreditation by June 1, 2014.
  - Approved for APA site visit by December 1, 2014.
  - APA site visit in spring of 2015.
- b) Intern selection, demographics, and satisfaction.
- An account of the selection process, how it unfolded, and any challenges that occurred.
  - Information about the demographics and skills of the interns, including but not limited to gender, ethnic and racial composition, bilingual skills, and type of doctoral programs (accredited versus unaccredited, PsyD vs. PhD, clinical vs. counseling).
  - Feedback from the interns on their experience with the selection process, the internship program, and supervision.
- c) Service delivery.
- A summary of services provided by the interns over the funding period, including the number of persons served by the interns, the types of services provided, and the number of units of each type of service provided.
  - A report of how much service delivery increased due to having interns on-site.
  - An account of how recipients of mental health services and their families were involved in the development and implementation of the internship program.
  - An account of steps taken to ensure that the services were delivered in a culturally and linguistically competent manner.
- d) Programmatic issues.
- An account of any collaborative efforts indicating community partnering and involvement, such as the development of external rotations.
  - A plan for steps to be taken during the next funding period to address challenges that the program has experienced over the past year.
  - An account of answers to the organization's learning objectives.
  - Feedback for the foundation about the grant-making and grant management process. What worked and what didn't work about interactions with the foundation, required meetings, reports, etc.?
  - An account of efforts to sustain services after the final year of grant funding.
  - For the 2012 report, please send a handbook or other document outlining the didactic programs, grievance procedures, etc. for the internship program. For 2013-2016, please indicate updates to the handbook or send a revised handbook with the changes highlighted.
- 4. Annual fiscal reports with budget narrative**  
 Due: July 15 of 2012, 2013, 2014 and 2015  
 The annual fiscal report is a financial summary of actual expenditures during the current grant period through June 30 of that year and projected expenditures through Aug 31, according to the line item categories of the attached approved budget (or the most recent revised budget approved by the foundation). The fiscal report should include:

- Certification of the fiscal report as correct by the grantee's responsible financial official.
- A budget narrative explaining any changes that were made to the approved budget.

Please note that both the annual narrative and fiscal report are necessary to ensure that funds are being spent as proposed and must be submitted in order to receive the next grant year's funds.

#### **5. Supplement to annual fiscal report**

Due: September 15 of 2012, 2013, 2014 and 2015

The supplement to the annual fiscal report is a financial summary of actual expenditures during the current grant period through August 31 of that year, according to the line item categories of the attached approved budget (or the most recent revised budget approved by the foundation during the grant period). It should include:

- Certification as correct by the grantee's responsible financial official.
- If needed, an addendum to the budget narrative explaining any changes that were made to the approved budget during the months of July and August.
- Information about any unexpended funds, as required in the budget changes section of the statement of agreement.

#### **6. Final narrative report**

Due: September 15, 2016

The final narrative report should contain the same information as the annual narrative report (see Section 3) for the current grant period, but also should include a cumulative summary about what the grant program has achieved over the course of the entire grant. This report should contain, but not be limited to, the total number of interns participating in the internship program, status of APA accreditation, plans for sustaining the program, and future directions for the training program.

#### **7. Final fiscal report with budget narrative**

Due: September 15, 2016

The final fiscal accounting statement with budget narrative is a financial summary of actual expenditures during the current grant period through August 31 of that year, according to the line item categories of the attached approved budget (or the most recent revised budget approved by the foundation during the grant period). It should include:

- Certification as correct by the grantee's responsible financial official.
- A budget narrative explaining any changes that were made to the approved budget.
- Information about any unexpended funds, as required in the budget changes section of the statement of agreement.

**Texas Psychology Internship Initiative**  
**Final Approved Budget 8.28.11**  
**Sept 2011-Aug 2012**

TPI-003 Travis County Juvenile Probation

Categories	Hogg Foundation \$100,000 maximum	Other Funds (Travis County)	Total
<b>Psychological Services</b>	\$ 25,000		\$ 25,000
<b>Staff Release Time/Contractual Vendors</b>	\$ 25,000		\$ 25,000
<b>Interns</b>			
Intern #1 Stipend	\$ 4,667		\$ 4,667
Fringe Amt. (20 % of Stipend)	\$ 912		\$ 912
Intern #2 Stipend	\$ 4,667		\$ 4,667
Fringe Amt. (20 % of Stipend)	\$ 912		\$ 912
<b>Total Intern Salary Expense</b>	\$ 11,158	\$ -	\$ 11,158
<b>APPIC Membership &amp; APA Accreditation fees</b>			
APPIC Membership Application Fee	\$ 250		\$ 250
APPIC Membership Dues	\$ 400		\$ 400
APPIC Membership Fees (match fee)	\$ 115		\$ 115
APA Member Practice Assessment ( 3 staff)	\$ 420	\$ -	\$ 420
APA membership dues (3 staff)	\$ 861	\$ -	\$ 861
			\$ -
<b>Total APPIC and APA fees</b>	\$ 2,046		\$ 2,046
<b>Conference Fees &amp; Travel</b>			
APPIC Conference Fee (3 staff)	\$ 900		\$ 900
APPIC-Airfare (3 staff)	\$ 1,200		\$ 1,200
APPIC-Local Transportation (3 staff)	\$ 332		\$ 332
APPIC-Hotel (3 staff)	\$ 2,400		\$ 2,400
APPIC-Meals (3 staff)	\$ 552		\$ 552
APA Conference Fee (2 staff)	\$ 550		\$ 550
APA-Airfare (2 staff)	\$ 800		\$ 800
APA-Local Transportation	\$ 332		\$ 332
APA-Hotel (2 staff)	\$ 1,600		\$ 1,600
APA-Meals (2 staff)	\$ 368		\$ 368
APA Division 41 American Psychology-Law Society Conference fee (1 staff)	\$ 500		\$ 500
APA Division 41 American Psychology-Law Society Conference Meals (1 staff)	\$ 184		\$ 184
APA Division 41 American Psychology-Law Society Conference Airfare (1 staff)	\$ 400		\$ 400
APA Division 41 American Psychology-Law Society Conference Hotel (1 staff)	\$ 800		\$ 800
APA Division 41 American Psychology-Law Society Conference Local Transportation	\$ 332		\$ 332
<b>Total Conference Fees &amp; Travel</b>	\$ 11,250		\$ 11,250
<b>Consultant Fees</b>			
Consultant #1 (Rate to be Determined)	\$ 4,000		\$ 4,000
<b>Total Consultant Fees</b>	\$ 4,000		\$ 4,000
<b>Professional Development</b>			
Professional Development (2 Interns)	\$ 1,000		\$ 1,000
	\$ -		\$ -
<b>Total Intern Expenses</b>	\$ 1,000		\$ 1,000
<b>Overhead (10% maximum)</b>			
Dell Notebook E6410 with docking station (1)	\$ 2,015		\$ 2,015
Microsoft Office ( 1 licenses)	\$ 319		\$ 319
Data Ports ( 1 ports)	\$ 894		\$ 894
Network licensing	\$ -	\$ 567	\$ 567
Network maintenance		\$ 169	\$ 169
Phone port		\$ 200	\$ 200
Phone	\$ 200	\$ -	\$ 200
Supplies	\$ 2,000		\$ 2,000
<b>Total Overhead Expense (capped at 10% of grant)</b>	\$ 5,428	\$ 936	\$ 6,364
<b>Total Expenses</b>	\$ 59,882	\$ 936	\$ 60,818

<sup>1</sup> Add rows for staff salary and fringe as needed. Indicate percent time if not total salary.

<sup>4</sup> While 2011-2012 is a start up year, foundation anticipates that Intern salaries may need to begin being paid as early as June 2012

For items c.-f. add rows and line items as needed

**Texas Psychology Internship Initiative**  
**Final Approved Budget 8.26.11**  
**Sept 2012-Aug 2013**

TPI-003 Travis County Juvenile Probation

Categories	Hogg Foundation \$125,000 maximum	Other Funds (Travis County)	Total
<b>Contractual Vendors</b>			
Psychological Services	\$ 25,000		\$ 25,000
<b>Staff Release Time/Contractual Vendors</b>	\$ 25,000		\$ 25,000
<b>Interns</b>			
Intern #1 Stipend	\$ 28,000		\$ 28,000
Fringe Amt. (20 % of Stipend)	\$ 5,474		\$ 5,474
Intern #2 Stipend	\$ 28,000		\$ 28,000
Fringe Amt. (20 % of Stipend)	\$ 5,474		\$ 5,474
<b>Total Intern Salary Expense</b>	\$ 66,948		\$ 66,948
<b>APPIC Membership &amp; APA Accreditation Fees</b>			
APPIC Membership Fees (match fee)	\$ 115		\$ 115
APPIC Membership Application Fee	\$ 250		\$ 250
APPIC Membership Dues	\$ 400		\$ 400
APA Member Practice Assessment ( 3 staff)	\$ 420		\$ 420
<b>Total APPIC and APA fees</b>	\$ 1,185		\$ 1,185
<b>Conference Fees &amp; Travel</b>			
APA Conference Fee (1 staff)	\$ 275		\$ 275
APA-Airfare (1 staff)	\$ 400		\$ 400
APA-Local Transportation	\$ 332		\$ 332
APA-Hotel (1 staff)	\$ 800		\$ 800
APA-Meals (1 staff)	\$ 184		\$ 184
APA Division 41 American Psychology-Law Society Conference fee(1 staff)	\$ 500		\$ 500
APA Division 41 American Psychology-Law Society Conference Meals (1 staff)	\$ 184		\$ 184
APA Division 41 American Psychology-Law Society Conference Airfare (1 staff)	\$ 400		\$ 400
APA Division 41 American Psychology-Law Society Conference Hotel (1 staff)	\$ 800		\$ 800
APA Division 41 American Psychology-Law Society Conference Local Transportation	\$ 332		\$ 332
<b>Total Conference Fees &amp; Travel</b>	\$ 4,207		\$ 4,207
<b>Consultant Fees</b>			
	\$ -		\$ -
<b>Total Consultant Fees</b>	\$ -	\$ -	\$ -
<b>Intern Expenses</b>			
Professional Development (2 Interns)	\$ 1,000		\$ 1,000
	\$ -		\$ -
<b>Total Intern Expenses</b>	\$ 1,000		\$ 1,000
<b>Overhead (10% maximum)</b>			
Dell Notebook E6410 with docking station (2)	\$ 4,030		\$ 4,030
Microsoft Office ( 2 licenses)	\$ 638		\$ 638
Data Ports ( 2 ports)	\$ 1,788		\$ 1,788
Network Licensing ( 2 licenses)		1,134	\$ 1,134
Network maintenance (2 licenses)		338	\$ 338
Phone port ( 2 ports)		400	\$ 400
Phone ( 2 phones)		400	\$ 400
Desk ( 2 )	\$ 666		\$ 666
Chairs (2)	\$ 200	450	\$ 650
Supplies	\$ 2,500		\$ 2,500
<b>Total Overhead Expense (capped at 10% of grant)</b>	\$ 9,822	\$ 2,722	\$ 12,544
<b>Total Expenses</b>	\$ 108,162	\$ 2,722	\$ 110,884

<sup>1</sup> Add rows for staff salary and fringe as needed. Indicate percent time if not total salary.

For Items c.-f. add rows and line items as needed

**Texas Psychology Internship Initiative**  
**Final Approved Budget 8.26.11**  
**Sept 2013-Aug 2014**

TPI-003 Travis County Juvenile Probation

Categories	Hogg Foundation \$125,000 maximum	Other Funds (Travis County)	Other Funds (Meadows Foundation)	Total
<b>Psychological Services</b>	\$ 25,000			\$ 25,000
<b>Staff Release Time/Contractual Vendors</b>	\$ 25,000			\$ 25,000
<b>Interns</b>				
Intern #1 Stipend	\$ -		\$ 28,000	\$ 28,000
Fringe Amt. (20 % of Stipend)	\$ -		\$ 5,474	\$ 5,474
Intern #2 Stipend	\$ 28,000			\$ 28,000
Fringe Amt. (20 % of Stipend)	\$ 5,474			\$ 5,474
Intern #3 Stipend	\$ 28,000			\$ 28,000
Fringe Amt. (20 % of Stipend)	\$ 5,474			\$ 5,474
	\$ 66,948	\$ -	\$ 33,474	\$ 100,422
<b>APPIC and APA Fees</b>				
APPIC Membership Fees (match fee)	\$ 115	\$ -		\$ 115
APPIC Membership Application Fee		\$ 250		\$ 250
APPIC Membership Dues		\$ 400		\$ 400
APA Accreditation Annual Fee Internship	\$ 2,000			\$ 2,000
APA Site Visit Internship program (2 visitors)	\$ 3,400			\$ 3,400
APA Member Practice Assessment (3 staff)		420		\$ 420
APA membership dues (3 staff)		861		\$ 861
APA Publications	\$ -			\$ -
Statewide or Regional -membership fees (4 staff)		\$ -		\$ -
<b>Total APPIC and APA fees</b>	\$ 5,515	\$ 1,931	\$ -	\$ 7,446
<b>Conference Fees &amp; Travel</b>				
APPIC Conference Fee (1 staff)	\$ 300			\$ 300
APPIC-airfare (1 staff)	\$ 400			\$ 400
APPIC-Transportation	\$ 332			\$ 332
APPIC-Hotel (1 staff)	\$ 800			\$ 800
APPIC-Meals (1 staff)	\$ 184			\$ 184
APA Conference Fee (1 staff)	\$ 275			\$ 275
APA-Airfare (1 staff)	\$ 400			\$ 400
APA-Local Transportation	\$ 332			\$ 332
APA-Hotel (1 staff)	\$ 800			\$ 800
APA-Meals	\$ 184			\$ 184
Training Workshop Fee -APA (1 staff-training )	\$ 275			\$ 275
Training APA-Airfare (1 staff)	\$ 400			\$ 400
Training APA-Local Transportation	\$ 332			\$ 332
Training APA-Hotel (1 staff)	\$ 800			\$ 800
Training APA-Meals (1 staff)	\$ 184			\$ 184
APA Division 41 American Psychology-Law Society Conference fee (1 staff)	\$ 500	\$ -		\$ 500
APA Division 41 American Psychology-Law Society Conference Meals (1 staff)	\$ 184	\$ -		\$ 184
APA Division 41 American Psychology-Law Society Conference Airfare (1 staff)	\$ 400	\$ -		\$ 400
APA Division 41 American Psychology-Law Society Conference Hotel (1 staff)	\$ 800	\$ -		\$ 800
APA Division 41 American Psychology-Law Society Conference Local Transportation	332.00	\$ -		\$ 332
<b>Total Conference Fees &amp; Travel</b>	\$ 8,214	\$ -	\$ -	\$ 8,214
<b>Consultant Fees</b>				
Consultant #1 (Rate to be Determined)	\$ 4,000			\$ 4,000
<b>Total Consultant Fees</b>	\$ 4,000			\$ 4,000
<b>Intern Expenses</b>				
Professional Development (3 Interns)	\$ 1,500			\$ 1,500
<b>Total Intern Expenses</b>	\$ 1,500			\$ 1,500
<b>Overhead (10% maximum)</b>				
Dell Notebook E6410 with docking station (1)	\$ 2,015			\$ 2,015
Microsoft Office ( 1 licenses)	\$ 319			\$ 319
Data Ports ( 1 ports)	\$ 894			\$ 894
Network licensing ( 1 licenses)		\$ 567		\$ 567
Network maintenance (1 licenses)		\$ 169		\$ 169
Phone port (1 ports)		\$ 200		\$ 200
Phone ( 1 phones)	\$ 200			\$ 200
Desk ( 2 )	\$ 666			\$ 666
Chairs (2)	\$ 650			\$ 650
Supplies	\$ -	2,400		\$ 2,400
<b>Total Overhead Expense (capped at 10% of grant)</b>	4,744	3,336		8,080
<b>Total Expenses</b>	\$ 115,921	\$ 5,267	\$ 33,474	\$ 154,662

<sup>1</sup> Add rows for staff salary and fringe as needed. Indicate percent time if not total salary.

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**Texas Psychology Internship Initiative  
Final Approved Budget 8.26.11  
Sept 2014-Aug 2015**

TP1-003 Travis County Juvenile Probation

Categories	Hogg Foundation \$125,000 maximum	Other Funds (Travis County)	Other Funds (Meadows Foundation)	Total
<b>a. Staff Salaries</b>				
<b>Staff Release Time/Contractual Vendors</b>				
<b>b. Interns</b>				
Intern #1 Stipend			\$ 28,000	\$ 28,000
Fringe Amt. (20 % of Stipend)			\$ 5,474	\$ 5,474
Intern #2 Stipend	\$ 28,000			\$ 28,000
Fringe Amt. (20 % of Stipend)	\$ 5,474			\$ 5,474
Intern #3 Stipend	\$ 28,000			\$ 28,000
Fringe Amt. (20 % of Stipend)	\$ 5,474			\$ 5,474
Intern #4 Stipend	\$ 28,000			\$ 28,000
Fringe Amt. (20 % of Stipend)	\$ 5,474			\$ 5,474
<b>Total Intern Salary Expense</b>	<b>\$ 100,422</b>	<b>\$ -</b>	<b>\$ 33,474</b>	<b>\$ 133,896</b>
<b>APPIC Membership &amp; APA Accreditation Fees</b>				
APPIC Membership Fees (match fee)		\$ 115		\$ 115
APPIC Membership Application Fee		\$ 250		\$ 250
APPIC Membership Dues		\$ 400		\$ 400
APA Accreditation Annual Fee Internship	\$ -	\$ 2,000		\$ 2,000
APA Site Visit Internship program (2 visitors)	\$ 3,400			\$ 3,400
APA Member Practice Assessment ( 3 staff)		\$ 420		\$ 420
APA membership dues (3 staff)		\$ 861		\$ 861
<b>Total APPIC and APA fees</b>	<b>\$ 3,400</b>	<b>\$ 4,046</b>	<b>\$ -</b>	<b>\$ 7,446</b>
<b>c. Conference Fees &amp; Travel</b>				
APA-Conference Fee (1 staff)		\$ 275		\$ 275
APA-Airfare ( 1 staff)		\$ 400		\$ 400
APA-Local Transportation		\$ 332		\$ 332
APA-Hotel (1 staff)		\$ 800		\$ 800
APA-Meals (1 staff)		\$ 184		\$ 184
Training Workshop Fee -APA (1 staff-training )		\$ 275		\$ 275
Training APA-Airfare ( 1 staff)		\$ 400		\$ 400
Training APA-Local Transportation		\$ 332		\$ 332
Training APA-Hotel ( 1 staff)		\$ 800		\$ 800
Training APA-Meals (1 staff)		\$ 184		\$ 184
APA Division 41 American Psychology-Law Society Conference fee (1 staff)	\$ -	\$ 500		\$ 500
APA Division 41 American Psychology-Law Society Conference Meals (1 staff)	\$ -	\$ 184		\$ 184
APA Division 41 American Psychology-Law Society Conference Airfare (1 staff)	\$ -	\$ 400		\$ 400
APA Division 41 American Psychology-Law Society Conference Hotel (1 staff)	\$ -	\$ 800		\$ 800
APA Division 41 American Psychology-Law Society Conference Local Transportation	\$ -	\$ 332		\$ 332
<b>Total Conference Fees &amp; Travel</b>	<b>\$ -</b>	<b>\$ 6,198</b>	<b>\$ -</b>	<b>\$ 6,198</b>
<b>Consultant Fees</b>				
<b>Total Consultant Fees</b>			\$ -	
<b>Intern Expenses</b>				
Professional Development (4 interns)	\$ 2,000			\$ 2,000
	\$ -			
<b>Total Intern Expenses</b>	<b>\$ 2,000</b>		<b>\$ -</b>	<b>\$ 2,000</b>
<b>d. Overhead (10% maximum)</b>				
Supplies		\$ 2,000		\$ 2,000
<b>Total Overhead Expense (capped at 10% of grant)</b>		<b>\$ 2,000</b>		<b>\$ 2,000</b>
<b>Total Expenses</b>	<b>\$ 105,822</b>	<b>\$ 12,244</b>	<b>\$ 33,474</b>	<b>\$ 151,540</b>

<sup>1</sup> Add rows for staff salary and fringe as needed. Indicate percent time if not total salary.

**Texas Psychology Internship Initiative  
Final Approved Budget 8.26.11  
Sept 2015-Aug 2016**

TPI-003 Travis County Juvenile Probation

Categories	Hogg Foundation \$75,000 maximum	Other Funds (Travis County)	Total
<b>Staff Salaries</b>			
<b>Staff Release Time/Contractual Vendors</b>			
<b>Interns</b>			
Intern #2 Stipend	\$ 28,000		\$ 28,000
Fringe Amt. (20 % of Stipend)	\$ 5,474		\$ 5,474
Intern #2 Stipend	\$ 28,000		\$ 28,000
Fringe Amt. (20 % of Stipend)	\$ 5,474		\$ 5,474
Intern #3 Stipend		\$ 28,000	\$ 28,000
Fringe Amt. (20 % of Stipend)		\$ 5,474	\$ 5,474
Intern #4 Stipend		\$ 28,000	\$ 28,000
Fringe Amt. (20 % of Stipend)		\$ 5,474	\$ 5,474
<b>Total Intern Salary Expense</b>	<b>\$ 66,948</b>	<b>\$ 66,948</b>	<b>\$ 133,896</b>
<b>APPIC and APA (membership) fees</b>			
APPIC Membership Fees (match fee)		\$ 115	\$ 115
APPIC Membership Application Fee		\$ 250	\$ 250
APPIC Membership Dues		\$ 400	\$ 400
APA Accreditation Annual Fee Internship		\$ 2,000	\$ 2,000
APA Site Visit Internship program (2 visitors)		\$ 3,400	\$ 3,400
APA Member Practice Assessment ( 3 staff)		\$ 420	\$ 420
APA membership dues (3 staff)		\$ 861	\$ 861
Statewide or Regional -membership fees (5 staff)		\$ -	\$ -
<b>Total APPIC and APA fees</b>	<b>\$ -</b>	<b>\$ 7,446</b>	<b>\$ 7,446</b>
<b>Conference Fees &amp; Travel</b>			
APPIC Conference Fee (1 staff)	\$ 300		\$ 300
APPIC-Airfare (1 staff)	\$ 400		\$ 400
APPIC-Local Transportation	\$ 332		\$ 332
APPIC-Hotel (1 staff)	\$ 800		\$ 800
APPIC-Meals (1 staff)	\$ 184		\$ 184
APA Conference Fee (1 staff)	\$ 275		\$ 275
APA-Airfare (1 staff)	\$ 400		\$ 400
APA-Local Transportation	\$ 332		\$ 332
APA-Hotel (1 staff)	\$ 800		\$ 800
APA-Meals (1 staff)	\$ 184		\$ 184
Training Workshop Fee -APA (1 staff-training )	\$ 275		\$ 275
Training APA-Airfare (1 staff)	\$ 400		\$ 400
Training APA-Local Transportation	\$ 332		\$ 332
Training APA-Hotel (1 staff)	\$ 800		\$ 800
Training APA-Meals (1 staff)	\$ 184		\$ 184
APA Division 41 American Psychology-Law Society Conference fee (1 staff)	\$ -	\$ 500	\$ 500
APA Division 41 American Psychology-Law Society Conference Meals	\$ -	\$ 184	\$ 184
APA Division 41 American Psychology-Law Society Conference Airfare	\$ -	\$ 400	\$ 400
APA Division 41 American Psychology-Law Society Conference Hotel	\$ -	\$ 800	\$ 800
APA Division 41 American Psychology-Law Society Conference Local Transportation	\$ -	\$ 332	\$ 332
<b>Total Conference Fees &amp; Travel</b>	<b>\$ 5,998</b>	<b>\$ 2,216</b>	<b>\$ 8,214</b>
<b>Consultant Fees</b>			
<b>Total Consultant Fees</b>			
<b>Intern Expenses</b>			
Professional Development (4 Interns)	\$ 2,000		\$ 2,000
	\$ -		\$ -
<b>Total Intern Expenses</b>	<b>\$ 2,000</b>		<b>\$ 2,000</b>
<b>Overhead (10% maximum)</b>			
Supplies	0	\$ 2,000	\$ 2,000
<b>Total Overhead Expense (capped at 10% of grant)</b>		<b>\$ 2,000</b>	<b>\$ 2,000</b>
<b>Total Expenses</b>	<b>\$ 74,946</b>	<b>\$ 78,610</b>	<b>\$ 153,556</b>

<sup>1</sup> Add rows for staff salary and fringe as needed. Indicate percent time if not total salary.  
For sections c.-f. add rows and line items as needed

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## BUDGET NARRATIVE-Travis County Psychology Internship Program

These budgetary expenditures will allow Travis County Juvenile Probation to most effectively utilize Hogg Foundation Resources as well as County resources in order to develop an internship program that trains developing psychologists to practice in Texas. The TCJPD facility is unique in the fact that it has the only secure Juvenile Residential Facility (and licensed secure residential Substance Abuse Treatment Program) in Austin and Travis County; this setting will offer interns an onsite experience in assisting youth who are receiving treatment for a minimum of four to six months at a time. Throughout the training year, the interns will be exposed to a wide variety of mental health issues. The budget coincides with the three internship program goals of professional development, child and family-focused treatment, and promoting psychological services.

Finance Services along with the Research Department will be responsible for managing the Grant budget (and County matched funds) as well as tracking any performance measures of the grant.

**Below are the following grant categories with details:**

<b>A. Contractual Services-Grant</b>		
Name/Position	Computation	Cost
Staff Release Time/Contractual Services	Psychological Services of up to \$25,000 (Year 1)	\$25,000
Staff Release Time/Contractual Services	Psychological Services of up to \$25,000 (Year 2)	\$25,000
Staff Release Time/Contractual Services	Psychological Services of up to \$25,000 (Year 3)	\$25,000
<p><i>Funding for contract providers will allow Travis County to pay outside vendors for psychological services (i.e., individual and group therapy, psychological evaluations, and mental health training). This will provide relief time for both Dr. Foley and Dr. Hoard to work on grant-related duties throughout the first three years of the project. Seeking contractual services will allow for flexibility amongst the psychologists. Dr. Hoard will be available to assist with supervisory and administrative duties typically under Dr. Foley's purview; and Dr. Foley will be relieved of certain clinical duties. In all, it is estimated that the use of contract providers will allow for a 20% replacement of Dr. Foley's time. Additional project assistance will be made available throughout the duration of the grant via the County's Research Department, Finance Division, and Administrative staff. The Department has specifically acknowledged the importance of reducing Dr. Foley's current duties by approximately 20% so that she may complete various grant responsibilities.</i></p>		
<b>Total</b>		<b>\$75,000</b>

<b>B. Contractual Stipend-Grant Funds</b>		
Name/Position	Computation	Cost
Psychological Interns	\$1166.67 x 4 pay period = 28,000 (Year 1)	\$4,667

## Juvenile Probation — Travis County Internship Program

Psychological Interns	\$1166.67 x 4 pay period = 28,000 (Year 1)	\$4,667
Psychological Interns	\$1166.67 x 24 pay period = 28,000 (Year 2)	\$28,000
Psychological Interns	\$1166.67 x 24 pay period = 28,000 (Year 2)	\$28,000
Psychological Interns	\$1166.67 x 24 pay period = 28,000 (Year 3)	\$28,000
Psychological Interns	\$1167.66 x 24 pay period= 28,000 (Year 3)	\$28,000
Psychological Interns	\$1166.67 x 24 pay period = 28,000 (Year 4)	\$28,000
Psychological Interns	\$1166.67 x 24 pay period = 28,000 (Year 4)	\$28,000
Psychological Interns	\$1166.67 x 24 pay period = 28,000 (Year 4)	\$28,000
Psychological Interns	\$1166.67 x 24 pay period = 28,000 (Year 5)	\$28,000
Psychological Interns	\$1166.67 x 24 pay period= 28,000 (Year 5)	\$28,000
<i>Hogg Foundation funds will pay for 2 interns for July and August of year one; 2 intern positions in year two; 2 intern positions in year three; 3 intern positions in year four; and 2 intern positions in year five. Juvenile Probation reviewed APA sources to provide a realistic salary for interns in our program. Interns will be paid a stipend through a contract.</i>		
<b>Total</b>		<b>\$261,334</b>

<b>Contractual Fringe Benefits-Grant Funds</b>		
<b>Name/Position</b>	<b>Computation</b>	<b>Cost</b>
Psychological Interns	\$4,667 x 19.55% (approximate)= \$912 (Year 1)	\$912
Psychological Interns	\$4,667 x 19.55% (approximate)= \$912 (Year 1)	\$912
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,474 (Year 2)	\$5,474
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,574 (Year 2)	\$5,474
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,474 (Year 3)	\$5,474
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,574 (Year 3)	\$5,474
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,474 (Year 4)	\$5,474
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,474 (Year 4)	\$5,474
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,474 (Year 4)	\$5,474
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,474 (Year 5)	\$5,474
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,474 (Year 5)	\$5,474
<b>FICA, Workers Comp, Retirement and Medicare are in line with Federal and County standards.</b>		
<b>Total</b>		<b>\$51,090</b>
<b>Total Hogg Grant Personnel and Fringe Benefits</b>		<b>\$312,424</b>

<b>Contractual Stipend-County Funds</b>		
Name/Position	Computation	Cost
Psychological Interns	\$1166.67 x 24 pay period = 28,000 (Year 5)	\$28,000
Psychological Interns	\$1166.67 x 24 pay period = 28,000 (Year 5)	\$28,000
<i>County funds will pay for 2 intern positions in year five. Juvenile Probation reviewed APA sources to provide a realistic salary for interns in our program. Interns will be paid a stipend through a contract.</i>		
<b>Total County Personnel Costs</b>		<b>\$56,000</b>

<b>Contractual Fringe Benefits-County Funds</b>		
Name/Position	Computation	Cost
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,474 (Year 5)	\$5,474
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,474 (Year 5)	\$5,474
<b>FICA, Workers Comp, Retirement and Medicare are in line with Federal and County standards.</b>		
<b>Total</b>		<b>\$10,948</b>
<b>Total County Personnel and Fringe Benefits</b>		<b>\$66,948</b>

<b>Contractual Stipend-Meadows Foundation</b>		
Name/Position	Computation	Cost
Psychological Interns	\$1166.67 x 24 pay period = 28,000 (Year 3)	\$28,000
Psychological Interns	\$1166.67 x 24 pay period = 28,000 (Year 4)	\$28,000
<i>Funding from the Meadows Foundation will pay for 2 intern positions in year three and four. Juvenile Probation reviewed APA sources to provide a realistic salary for interns in our program. Interns will be paid a stipend through a contract.</i>		
<b>Total County Personnel Costs</b>		<b>\$56,000</b>

<b>Contractual Fringe Benefits-Meadows Foundation</b>		
Name/Position	Computation	Cost
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,474 (Year 3)	\$5,474
Psychological Interns	\$28,000 x 19.55% (approximate)= \$5,474 (Year 4)	\$5,474
<b>FICA, Workers Comp, Retirement and Medicare are in line with Federal and County standards.</b>		
<b>Total</b>		<b>\$10,948</b>
<b>Total Meadows Personnel and Fringe Benefits</b>		<b>\$66,948</b>
<b>Total Project Personnel and Fringe Benefits</b>		<b>\$446,320</b>

<b>C. APPIC membership and APA Accreditation Fees-Grant Funds</b>			
Organization	Item	Computation	Cost
	Membership		
APPIC	Application Fees	\$250 a year for 1,2 year	\$500
APPIC	Membership Dues	\$400 a year for first 2 years	\$800
APPIC	Match Fee	\$115 a year for first 3 years	\$345
	Annual Accreditation		
APA	Fee	\$2,000 for year 3	\$2,000
APA	Annual membership dues	\$287 per staff for 3 staff for year 1	\$861
APA	Practice Assessment Membership	\$140 per staff for 3 staff for year 1 and year 2	\$840
APA	Site Visit for internship program	2 visitors for \$3,400 for year 3 and year 4	\$6,800
<b>Total</b>			<b>\$12,146</b>

*The Association of Psychology Post Doctoral and Internship Centers (APPIC) is an organization that provides its members with pre doctoral (or post doctoral) program matches for candidates. Each year APPIC requires an annual membership application fee due on March 31<sup>st</sup> or September 1<sup>st</sup>, membership dues, and a match fee. The American Psychological Association (APA) provides accreditation for sites providing internship programs. The fees include the initial application fee, the annual accreditation fee, annual dues for three staff psychologists, and a practice assessment fee if the staff are supervising or providing mental health related services.*

<b>APPIC membership and APA Accreditation Fees-County Funds</b>			
Organization	Item	Computation	Cost
	Membership		
APPIC	Application Fees	\$250 a year for 3 years	\$750
APPIC	Membership Dues	\$400 a year for 3 years	\$1,200
APPIC	Match Fee	\$115 a year for 2 years	\$230
	Annual Accreditation		
APA	Fee	\$2,000 a year for year 4 and year 5	\$4,000
APA	Annual membership dues	\$287 for 3 staff a year for years 2 through 5	\$3,444
APA	Site Visit for internship program	2 visitors for \$3,400 for year 5	\$3,400
APA	Practice assessment Membership	\$140 @ 3 staff in years 3 through 5	\$1,260
<b>Total</b>			<b>\$14,284</b>
<b>Total Project Fees and Training</b>			<b>\$26,430</b>

*Please see above (section C) for explanation.*

<b>D. Travel-Grant Funds</b>				
Purpose of Travel	Location	Item	Computation	Cost
APPIC Conference	TBD	Conference Fee	\$300 x 3 staff in year 1; \$300 x 1 staff in year 3 and year 5	\$1,500
APPIC Conference	TBD	Airfare	\$400 x 3 staff in year 1; \$400 x 1 staff in year 3 and year 5	\$2,000
APPIC Conference	TBD	Hotel Accommodations	\$200 a day for 4 days x 3 staff in year 1; \$200 a day for 4 days x 1 staff in year 3 and year 5	\$4,000
APPIC Conference	TBD	Ground Transportation	\$33 x 4 days + \$200 gas in years 1, 3 and 5	\$996
APPIC Conference	TBD	Meal Per Diem	\$46 a day for 4 days x 3 staff in year 1; \$46 a day for 4 days x 1 staff in year 3 and year 5	\$920
APA Conference	TBD	Conference Fee	\$275 x 2 staff in year 1; \$275 x 1 staff in years 2, 3, and 5	\$1,375
APA Conference	TBD	Ground Transportation	\$33 x 4 days + \$200 gas in years 1, 2, 3 and 5	\$1,328
APA Conference	TBD	Airfare	\$400 x 2 staff in year 1; \$400 x 1 staff year years 2, 3, and 5	\$2,000
APA Conference	TBD	Hotel Accommodations	\$200 a day for 4 days x 2 staff year in year 1; \$200 a day for 4 days x 1 staff year in years 2, 3 and 5	\$4,000
APA Conference	TBD	Meal Per Diem	\$46 a day for 4 days x 2 staff in year 1; \$46 a day for 4 days x 1 staff in years 2, 3, and 5	\$920
APA Training (2 <sup>nd</sup> conference)	TBD	Conference Fee	\$275 x 1 staff in years 3 and 5	\$550
APA Training	TBD	Ground Transportation	\$33 x 4 days + \$200 gas years 3 and 5	\$664
APA Training	TBD	Airfare	\$400 x 1 staff in years 3 and 5	\$800
APA Training	TBD	Hotel Accommodations	\$200 a day for 4 days x 1 staff year in years 3 and 5	\$1,600
APA Training	TBD	Meal Per Diem	\$46 a day for 4 days x 1 staff in years 3 and 5	\$368

APA Divisional 41- American Psychology-Law Society Conference	TBD	Conference Fee	\$500 x 1 staff in years 1, 2, and 3	\$1,500
APA Divisional 41- American Psychology-Law Society Conference	TBD	Ground Transportation	\$332 x 1 staff in years 1, 2, and 3	\$996
APA Divisional 41- American Psychology-Law Society Conference	TBD	Airfare	\$400 x 1 staff in years 1, 2, and 3	\$1,200
APA Divisional 41- American Psychology-Law Society Conference	TBD	Hotel	\$800 x 1 staff in years 1, 2, and 3	\$2,400
APA Divisional 41- American Psychology-Law Society Conference	TBD	Meal Per Diem	\$46 a day for four days x 1 staff in years 1, 2, and 3	\$552
<p><i>Every two years, APPIC has a conference on varied psychological topics and Juvenile probation will attend the conference during grant years 1, 3, and 5. The conference includes 4 days of keynote speakers, presentations, small group discussions, etc. We will have 3 staff attend the conference in year one with one staff attending in years three and five. This will allow staff to learn and discuss current psychological issues, different theoretical models, etc. The department will also attend the APA conference each year to include 3 staff attending in years 1 through 5 (rotating various staff so that one attends each year). An additional APA training will be attended in years 3 through 5 in areas specific to the programs in the department. Juvenile Workshops could include Assessing and Treating Bi-polar Disorder in Youth, Evidence Based Assessment and Treatment in Youth, etc. These conferences complement one of the internship program goals of providing evidence-based training to staff and interns. Funding is also allotted to send 1 staff member per year to the APA American Psychology-Law Conference. This conference will provide information and training regarding the interplay between the field of psychology and the legal system.</i></p>				
<b>Total</b>				<b>\$29,669</b>

<b>Travel-County Funds</b>				
Purpose of Travel	Location	Item	Computation	Cost
APA Conference	TBD	Conference Fee	\$275 x 1 in year 4	\$275
APA Conference	TBD	Ground Transportation	\$33 x 4 days + \$200 gas year 4	\$332
APA Conference	TBD	Airfare	\$400 x 1 staff in year 4	\$400
APA Conference	TBD	Hotel Accommodations	\$200 a day for four days x 1 staff in year 4	\$800
APA Conference	TBD	Meal Per Diem	\$46 a day for four days x 1 staff in year 4	\$184

Juvenile Probation — Travis County Internship Program

APA Training	TBD	Conference Fee	\$275 x 1 staff in year 4	\$275
APA Training	TBD	Ground Transportation	\$33 x 3 days + \$200 gas in years 4 and 5	\$332
APA Training	TBD	Airfare	\$400 x 1 staff in year 4	\$400
APA Training	TBD	Hotel Accommodations	\$200 a day for four days x 1 staff in year 4.	\$800
APA Training	TBD	Meal Per Diem	\$46 a day for four days x 1 staff in year 4	\$184
APA Divisional 41- American Psychology-Law Society Conference	TBD	Conference Fee	\$500 x 1 staff in year 4 and year 5	\$1,000
APA Divisional 41- American Psychology-Law Society Conference	TBD	Ground Transportation	\$332 x 1 staff in year 4 and 5	\$664
APA Divisional 41- American Psychology-Law Society Conference	TBD	Airfare	\$200 x 1 staff year 4 and year 5	\$800
APA Divisional 41- American Psychology-Law Society Conference	TBD	Hotel	\$800 x 1 staff year 4 and year 5	\$1600
APA Divisional 41- American Psychology-Law Society Conference	TBD	Meal Per Diem	\$46 a day for four days x 1 staff in year 4 and year 5	\$368
<i>Travis County funds will be paying for the APA Divisional 41 conference and APA's conferences in year four. The County will pay for the APA Divisional 41 conference in year 4 and 5. Details of the conference are outlined earlier in this section of the narrative.</i>				
<b>Total</b>				<b>\$8,414</b>
<b>Total Project Travel Costs</b>				<b>\$38,083</b>

<b>E. Consultant (s)</b>		
Name/Position	Computation	Cost
Consultant-to be determined	Onsite Training which could include travel costs for the consultant for year 1	\$4,000
Consultant-to be determined	Onsite Training which could include travel costs for the consultant for year 3	\$4,000
<i>First year consultant can assist the department in setting up an internship program; consultation may include intern training, assistance in project implementation, application of best practices for a successful program, and APA accreditation. The third year consultant may assist in the self study completion, continued best practices, etc.</i>		
<b>Total</b>		<b>\$8,000</b>

<b>F. Intern Expenses</b>		
Name/Position	Computation	Cost
Professional Development	Intern Expenses for professional development may include local training, traveling costs, etc. at a rate of \$500 each for 2 interns in year one; \$500 each for two interns in year 2; \$500 each for three interns in year three; and \$500 each for four interns in years four and five	\$7,500
<i>Intern Expenses may include travel cost (mileage to local training, meetings, youth, etc.) and also any seminar costs associated with the training directed towards professional development..</i>		
<b>Total</b>		<b>\$7,500</b>

<b>G. Overhead costs-Grant Funds</b>		
Item	Computation	Cost
Dell Notebook E6410 with docking station (1) –year 1		
	\$2,015 x 1	\$2,015
Microsoft Office-year 1	\$319 x 1	\$319
Data Ports-year 1	\$894 x 1	\$894
Phone-year 1	\$200 x1	\$200
Supplies-year 1	\$2,000 x1	\$2,000
Dell Notebook E6410 with docking station (2) –year 2		
	\$2,015 x 2	\$4,030
Microsoft Office-year 2	\$320 x 2	\$638
Data Ports-year 2	\$894 x 2	\$1,788
Supplies-year 2	\$2,500 x 1	\$2,500
Desk (2)	\$333 x 2	\$666
Chairs (2)	\$325 x 2	\$650
Dell Notebook E6410 with docking station (1) –year 3		
	\$2,015 x 1	\$2,015
Microsoft Office-year 3	\$319 x 1	\$319
Data Ports-year 3	\$894 x 1	\$894
Phone-year 3	\$200 x1	\$200
Desk (2)	\$333 x 2	\$666
Chairs (2)	\$325 x 2	\$200

*Funds will be used for laptop computers with docking stations to allow interns to be mobile across campus. Phone is for communication while in their offices. County policy states that each staff should be allocated \$500 for supplies. The interns will need to purchase items for day to day operations such as file cabinets for client files and file folders, etc. In addition we need dollars for assessment materials and testing needed for the project and additional training supplies. Desk and chairs for the intern staff will provide workspace for meetings, day to day work, etc.*

**Total**      **\$19,994**

<b>Overhead costs-County Funds</b>		
<b>Supply Items</b>	<b>Computation</b>	<b>Cost</b>
Network Licensing-year 1	\$567 x 1	\$567
Network Maintenance-year 1	\$169 x1	\$169
Phone port-year 1	\$200 x 1	\$200
Network Licensing-year 2	\$567 x 2	\$1,134
Network Maintenance-year 2	\$169 x2	\$338
Phone port-year 2	\$200 x 2	\$400
Phone -year 2	\$200 x 2	\$400
Network Licensing-year 3	\$567 x 1	\$567
Network Maintenance-year 3	\$169 x1	\$169
Phone port-year 3	\$200 x 1	\$200
Supplies years 3-5	Year 3 \$2,400, Year 4, \$2,000 and Year 5 \$2,000	\$6,400
Chairs	Cost of two split with grant	\$450
<i>County requirements for computer systems issued to all County staff, interns, etc. Will include email and access to related County data systems. County will put up project supplies costs in years 3, 4, and 5. This could include additional training materials, assessment materials, etc.</i>		
<b>Total</b>		<b>\$10,994</b>
<b>Total Project Overhead Costs</b>		<b>\$30,988</b>

<b>Budget Summary</b>	
<b>Budget Category-Grant Funds</b>	<b>Amount</b>
<b>A. Contracts</b>	<b>\$75,000</b>
<b>B. Personnel (Contractual)</b>	<b>\$261,334</b>
<b>C. Fringe Benefits</b>	<b>\$51,090</b>
<b>D. Membership Costs</b>	<b>\$12,146</b>
<b>E. Travel</b>	<b>\$29,669</b>
<b>F. Overhead Costs</b>	<b>\$19,994</b>
<b>G. Consultant(s)</b>	<b>\$8,000</b>
<b>H. Intern Expense</b>	<b>\$7,500</b>
<b>Total Direct Costs</b>	<b>\$464,733</b>
<b>I. Indirect Costs</b>	<b>\$0</b>
<b>TOTAL HOGG GRANT COSTS</b>	<b>\$464,733</b>
<b>Hogg Foundation Request</b>	<b>\$464,733</b>
<b>Meadows Foundation Grant Request (pending application)</b>	<b>\$66,948</b>
<b>Travis County funds Amount</b>	<b>\$99,779</b>
<b>Total Project Costs</b>	<b>\$631,460</b>

In conclusion, the total project will cost \$631,460 with the County's commitment of \$99,779. Travis County is committed to add dollars to this program and to continue the project after grants funds are exhausted in year five.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:**

Belinda Powell, Strategic Planning Manager, Planning & Budget Office  
(512) 854-9506

Leslie Stricklan, AIA, Senior Project Manager, Facilities Management Dept.  
(512) 854-4778

*Leslie Stricklan 10/11/11*  
**Elected/Appointed Official/Dept. Head:** Leroy Nellis, County Executive,  
Planning & Budget Office

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

### AGENDA LANGUAGE:

Discuss and take appropriate action on the work to date by Broaddus & Associates on the Central Campus Master Plan Refinement.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On August 16, 2011, the Commissioners Court received a presentation from Broaddus and Associates as an update on the work that has been accomplished to date on the Central Campus Master Plan on the Civil and Family Courthouse (CFCH) program, site analysis and massing and stacking concepts. The Commissioners Court approved the CFCH program summary and the site analysis for 308 Guadalupe, the site for the future CFCH development. Four massing and stacking concepts for the CFCH were presented with one recommended to be shown as an "illustrative baseline concept only" for developing rough order of magnitude costs and phasing schemes for completing the Master Plan while still including the three other concepts to the level of detail presented on August 16 in an appendix to the Master Plan document to show additional ideas preliminarily vetted with key stakeholder within the County. The inclusion of four concepts in this fashion in the Master Plan is intended to provide a reference framework for further future analysis of additional creative development options to be explored with other consultants as the planning process for the CFCH matures, and not to limit such future analysis.

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

On August 23, 2011, the Commissioners Court approved language to include with the Civil and Family Courthouse concepts that concisely articulates their intended use in the Master Plan. Additionally, the Commissioners Court approved language for use with future phasing schemes to clarify that the phasing information is a reference baseline under which to consider future recommendations for scope, timing and funding of renovations, relocations, reconstructions, new construction.

The Master Plan Refinement presentation attached to this agenda request reflects analysis which addresses the issues raised by stakeholders about the proposed phasing plans and related massing and stacking plans for the components of the Central Campus Master Plan.

### **STAFF RECOMMENDATIONS:**

Staff recommends approval of the Central Campus Master Plan Refinement for use in completing the Central Campus Master Plan documentation.

### **ISSUES AND OPPORTUNITIES:**

NA

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

All funds for the continuation of the master planning work with Broaddus & Associates are encumbered.

### **REQUIRED AUTHORIZATIONS:**

Leroy Nellis, Budget Director, Planning & Budget Office, interim County Executive, Planning & Budget  
Cheryl Acker, County Judge's Office

#### **Copies to:**

The Honorable John Dietz, 250<sup>th</sup> District Court  
The Honorable Lora Livingston, 261<sup>st</sup> District Court  
The Honorable Julie Kocurek, 390<sup>th</sup> District Court  
The Honorable Michael Denton, County Court at Law #4  
The Honorable Eric Shepperd, County Court at Law #2  
The Honorable Greg Hamilton, Travis County Sheriff  
The Honorable Rosemary Lehmborg, District Attorney  
The Honorable David Escamilla, County Attorney  
The Honorable Amalia Rodriguez-Mendoza, District Clerk  
The Honorable Dana DeBeauvoir, County Clerk

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Debra Hale, Criminal Court Administrator  
Peg Liedtke, Civil Court Administrator  
Cyd Grimes, Purchasing Agent  
Susan Spataro, County Auditor  
Roger Jefferies, County Executive, Justice and Public Safety  
Steven Manilla, County Executive, Transportation, Natural Resources and Facilities  
Management  
Roger El Khoury, Director, Facilities Management Department  
Joe Harlow, CIO, ITS

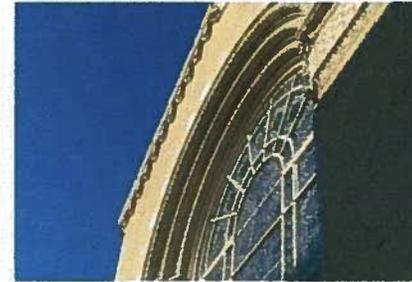
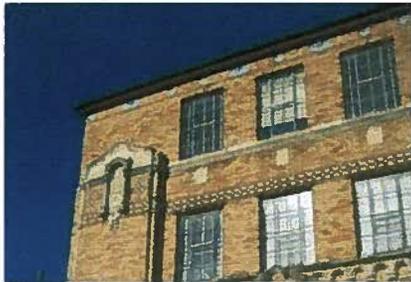
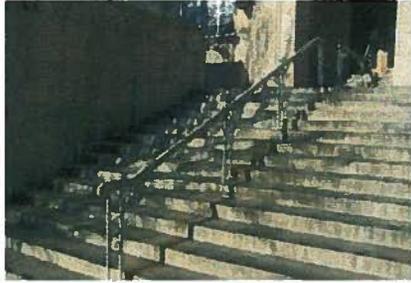
**Others Copied:**

The Honorable Guy Herman, Probate Court  
The Honorable Herb Evans, Justice of the Peace Pct. 5  
The Honorable Bruce Elfant, Constable Pct. 5  
Geraldine Nagy, Director Adult Probation and Pretrial Services  
Scot Doyal, Director, Domestic Relations Office

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# TRAVIS COUNTY CENTRAL CAMPUS STUDY

TRAVIS COUNTY COMMISSIONERS COURT PRESENTATION  
OCTOBER 11, 2011



**BROADDUS  
& ASSOCIATES**  
*INNOVATIVE PROJECT MANAGEMENT AND PLANNING*

**RICCI GREENE ASSOCIATES**  
**WIGINTON HOOKER JEFFRY**  
**ARCHITECTS**

# PRESENTATION INDEX

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- **Project Review to Date (4, 5)**
  - Phase One Outcomes
  - Planning Assumptions
  - Scenario 2A
- **Planning Assumptions (6, 7)**
- **Master Plan Refinement**
  - Overview (8 – 10)
  - Stacking Diagrams (11 – 15)
- **Building Projects Phasing Overview (16 – 33)**
- **Discussion and Comments (34)**

# PROJECT REVIEW TO DATE

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TRAVIS COUNTY CENTRAL CAMPUS STUDY



# PHASE ONE OUTCOMES

## GUIDING PRINCIPLES

1. Identify and meet future space needs
2. Keep symbolic functions downtown
3. Create campus identity
4. Enhance access to campus
5. Improve campus connectivity
6. Utilize technology: Access & connectivity



# PHASE ONE OUTCOMES

---

2035 Space Need: 1.79 Million – 1.92 Million GSF

2035 Parking Need: +/- 3,000 spaces

## **Key Building Projects by 2035:**

- New Civil & Family Justice Center Courthouse
- Blackwell Thurman Criminal Justice Center Expansion
- Restoration of HMS Courthouse
- New Central Booking & 72-hour Housing Facility
- Office Building(s) for both Court & General Government Functions
- One, +/-1,000-space parking garage (Central Campus)
- One, +/-500-car parking garage (CFCH)

# PLANNING ASSUMPTIONS

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## SPACE PROGRAM

- Staffing Projections
  - Milestone Years: 2015, 2025, 2035
  - Demographic Growth Projections
  - Caseload Growth Projections
- Adjacencies
  - Adjacency Matrix
  - Hoteling Suites and Beachhead Suites
- Major Functions Relocated
  - Travis County Jail Relocation to Correctional Complex
  - Data Center planned to move to off-campus location
  - Central Booking size reduced due to proposed sobriety center
- Space Standards
  - Building Owners and Managers Association (BOMA) model for calculating space: NSF (Net Square Feet), NOSF (Net Occupiable Square Feet), and GSF (Gross Square Feet), which are factors used per current industry-trends for general government and courts facilities
  - Building Amenities
  - Campus Amenities

# PLANNING ASSUMPTIONS

## MASTER PLAN

- Optimal Use of Existing County Resources
  - Facility Assessments
  - Historic Buildings
  - Site Analysis
- Create Dynamic Civic Urban Spaces
  - Pedestrian-Friendly Great Streets
  - Enhanced public space at courthouses
  - Revitalize historic Wooldridge & Republic Squares
- Accommodate All Downtown County Functions
  - Assumed Zoning Changes Where Necessary
  - Achieve Programmatic Adjacencies
  - Land Acquisition
- Establish Parking Demands
  - Off-street parking for all campus-based staff
  - Zoned Parking Model (except secured spaces)
  - Alternative Transit Use Demand Reduction for employee parking (5%)
  - No Visitor Parking in 2035, limited Fleet Parking
- Budget Estimates
  - Bond Cycle Alignment
  - Direct Construction Budgets Estimated in 2011 Dollars
  - Contingencies and Allowances applied for other project costs
  - Escalation “pooled” by Milestone
- Plan for Sustainable Growth
  - Support Transit-Rich Corridor
  - Use centralized heating/cooling plants
  - LEED-Silver construction
  - Integrate with Downtown Austin Plan

# MASTER PLAN REFINEMENT

ADOPTED "SCENARIO 2A" IN NOVEMBER 2010:

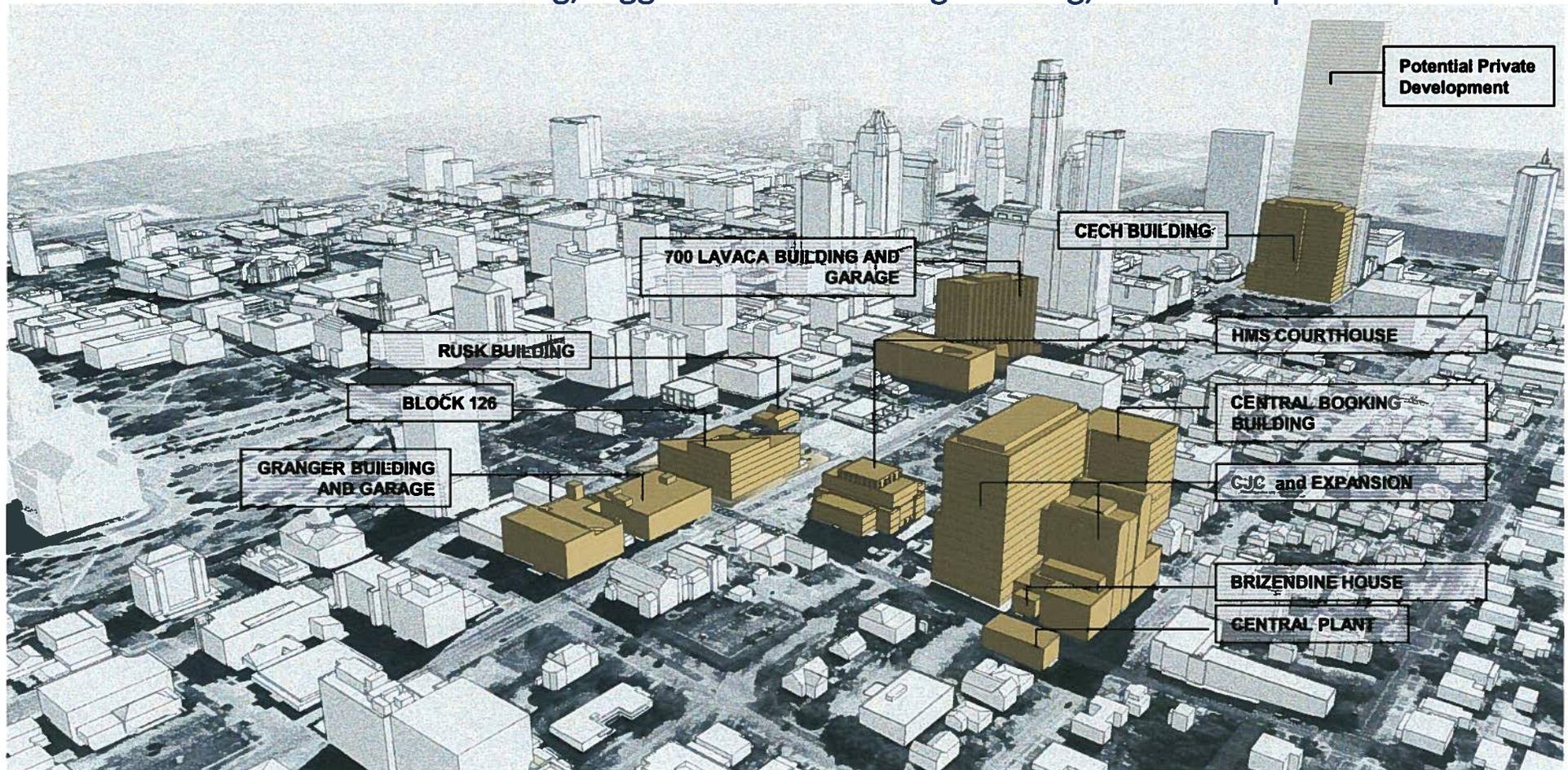


**Central Campus in 2035**

# MASTER PLAN REFINEMENT

MASTER PLAN REFINEMENT, OCTOBER 2011:

Includes CFCH Site and Building, bigger Central Booking Building, and CJC Expansion



## Central Campus in 2035

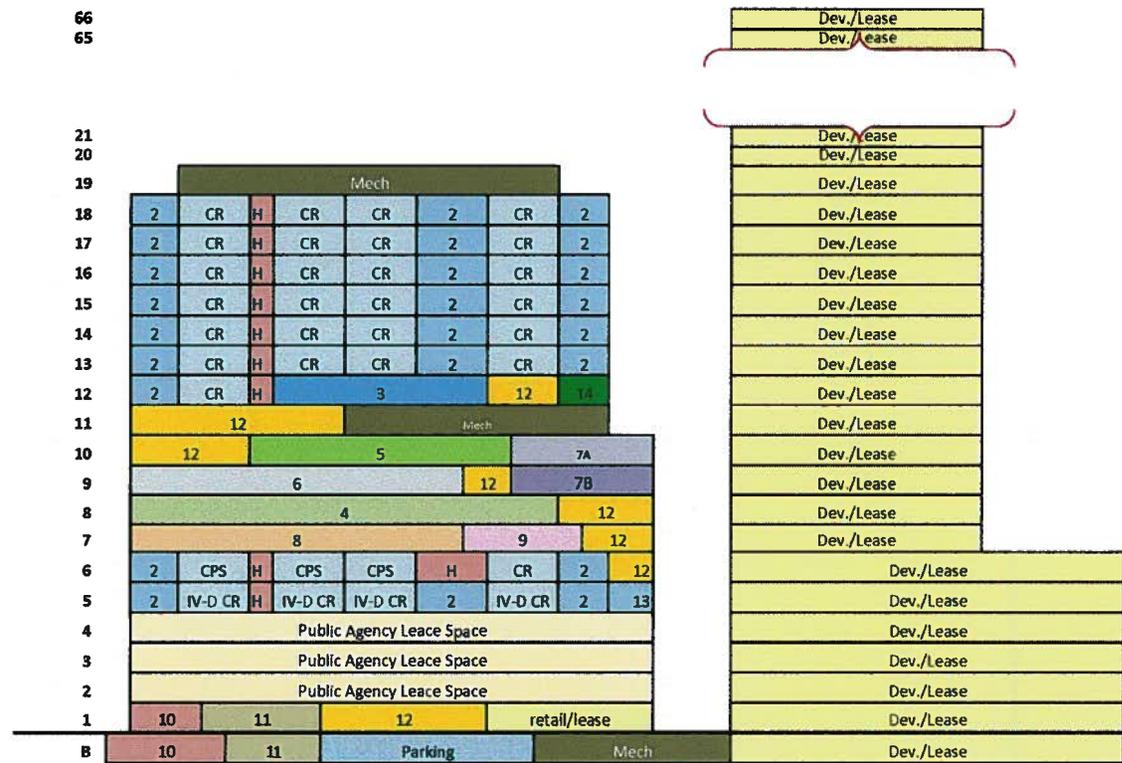
October 4, 2011

# MASTER PLAN REFINEMENT

Project Name	Type	2035 Functions	Appx. GSF	Height	Site Size
A Civil & Family Courthouse (CFCH)	NEW CONSTRUCTION	Civil Courts, District Clerk, County Clerk, Domestic Relations Office, OCR, OPR, Law Library, Dispute Resolution Center, Sheriff (Transport & Staging), AG-IV D Masters Courts, Secured Parking (38 spaces)	510,500 GSF (525,700 GSF including parking)	18 stories (plus basement, building support floor)	Full Block
B Blackwell Thurman Criminal Justice Center & Expansion	DEMOLITION (TCJ, Gault), RENOVATION & NEW CONST.	Criminal Courts, District Clerk, District Attorney, Adult Probation (Intake), Pretrial Services, Tax Assessor-Collector (Court Fines & Fees), Sheriff (Transport & Staging)	232,000 GSF (existing) + 515,000 GSF (new)	10 stories (existing), 16 stories new (plus basement, building support floor)	Full Block
C Brizendine House (historic building)	RESTORATION	Public Use TBD	1,800 GSF	2 stories	1/16 Block
D 1101 Nueces	DEMOLITION, NEW CONSTRUCTION	Central Plant	TBD	TBD	1/8 Block
E Central Booking & 72-Hour Housing (San Antonio Garage site)	DEMOLITION, NEW CONSTRUCTION	Sheriff (Central Booking & 72-hour Housing), Expansion Space, and Underground Parking (140 spaces plus secure parking)	267,600 GSF (334,824 GSF including parking)	10 stories (plus basement, 2 stories of underground parking, building support floor)	3/8 Block
F Heman Marion Sweatt Courthouse (historic building)	RESTORATION	Probate Courts, Precinct 5 Justice of the Peace, County Clerk (Probate, Misdemeanor Records, Admin., Civil, and Recording), Precinct 5 Constable, Campus Amenities	158,000 GSF	7 stories	Full Block
G Granger Building	RENOVATION	Adult Probation (admin and operations), Mental Health Public Defender, Expansion Space	110,000 GSF	5 stories	1/4 Block
H Granger Garage	UPGRADES	372 Parking Spaces		8 stories	1/4 Block
I Office Building, Retail, Parking, Plaza (Block 126)	DEMOLITION, NEW CONSTRUCTION	Information & Telecommunications Systems, Retail, 1200 Parking Spaces, Public Plaza	135,000 GSF (plus 304,000 GSF Parking)	5 stories (plus building support floors, and 4 stories of underground parking)	Full Block
J Rusk Building	RESTORATION	Employee Health & Wellness Clinic	7,500 GSF	2 stories	1/2 Block
K 700 Lavaca Building	UPGRADES, Tenant Fit-Out	Commissioners Courtroom, Commissioners Court Members Offices, County Treasurer's Office, Purchasing Office, Transportation & Natural Resources, Criminal Justice Planning, Planning & Budget Office, Administrative Operations, Human Resource Management, Facilities Management, Records Management & Communications Resources, Intergovernmental Relations	315,000 GSF	15 stories	Full Block
L 700 Lavaca Garage	UPGRADES	673 Parking Spaces		7 stories	1/2 Block
M Executive Office Bldg.	DISPOSITION	Office & 117 Parking Spaces	61,000 GSF	11 stories	1/4 Block

# 2035 STACKING - REVISIONS

## Civil and Family Courthouse Revisions – Inclusion of Public Agency Lease Space

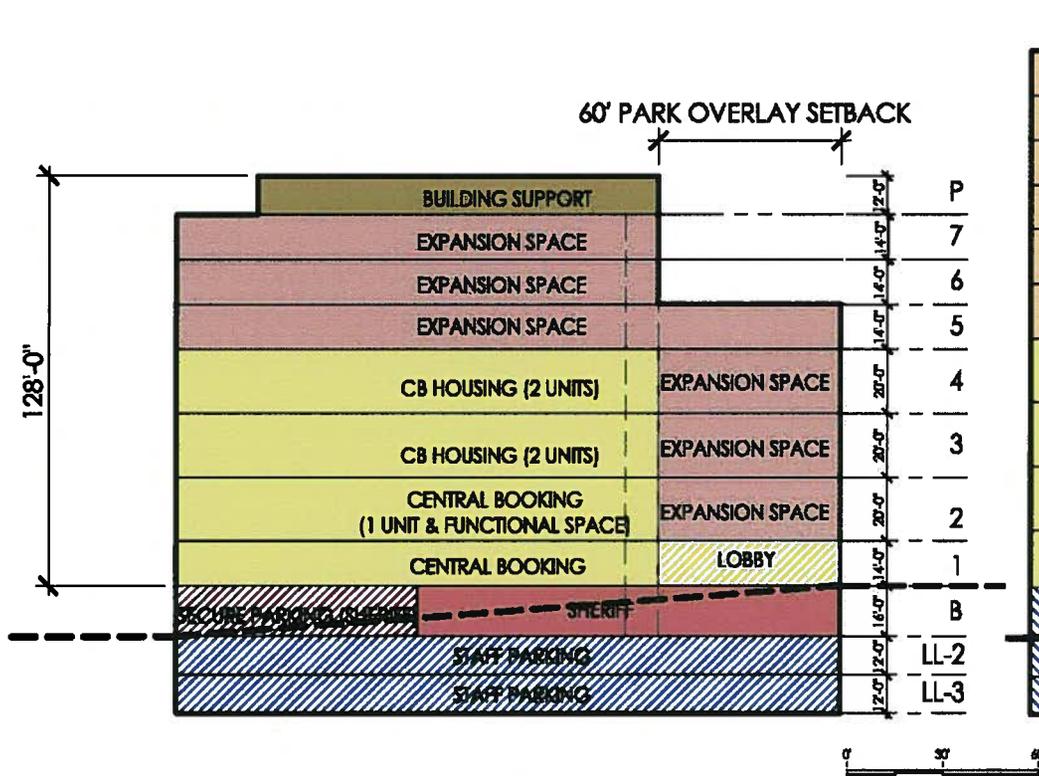


### CFCH Building Program:

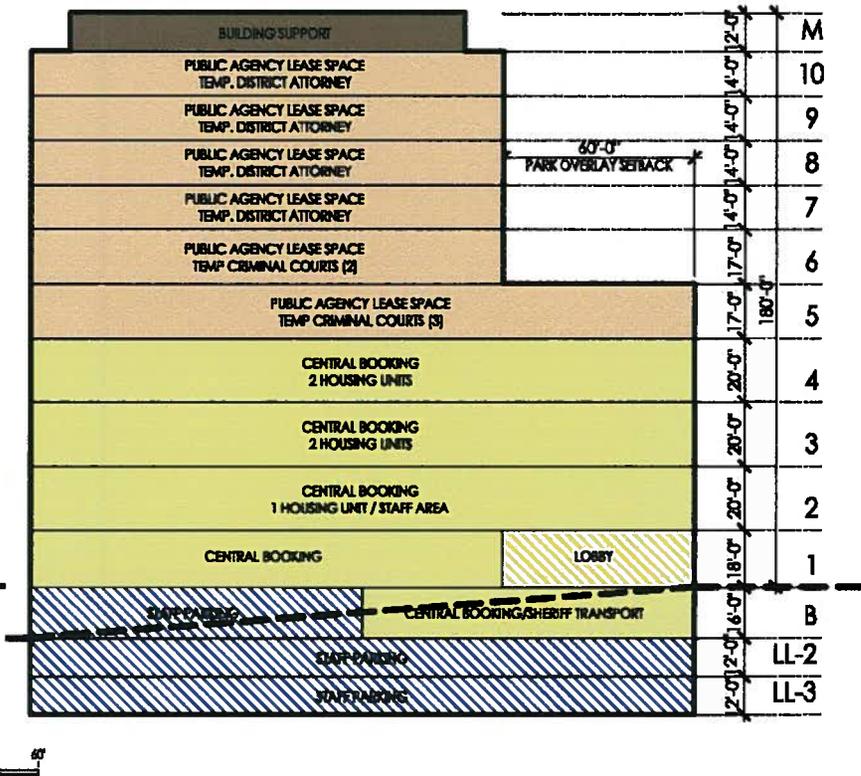
- 510,500 GSF for CFCH
- 525,700 GSF including secure parking (38 spaces)
- 102,600 additional GSF for Public Agency Lease Space

# 2035 STACKING - REVISIONS

Central Booking Facility Revisions – Now includes temporary location for DA



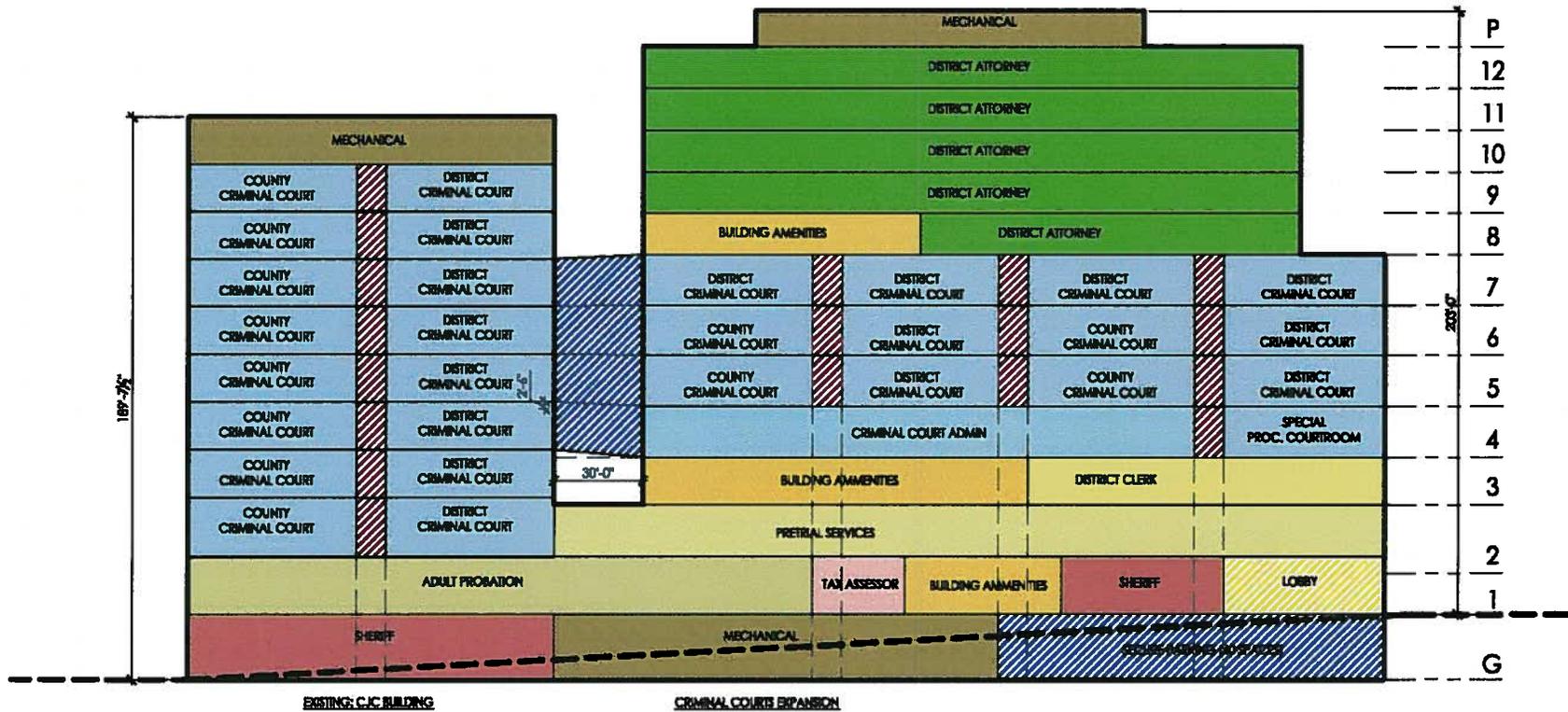
Old Stacking Diagram



New Stacking Diagram

# 2035 STACKING - REVISIONS

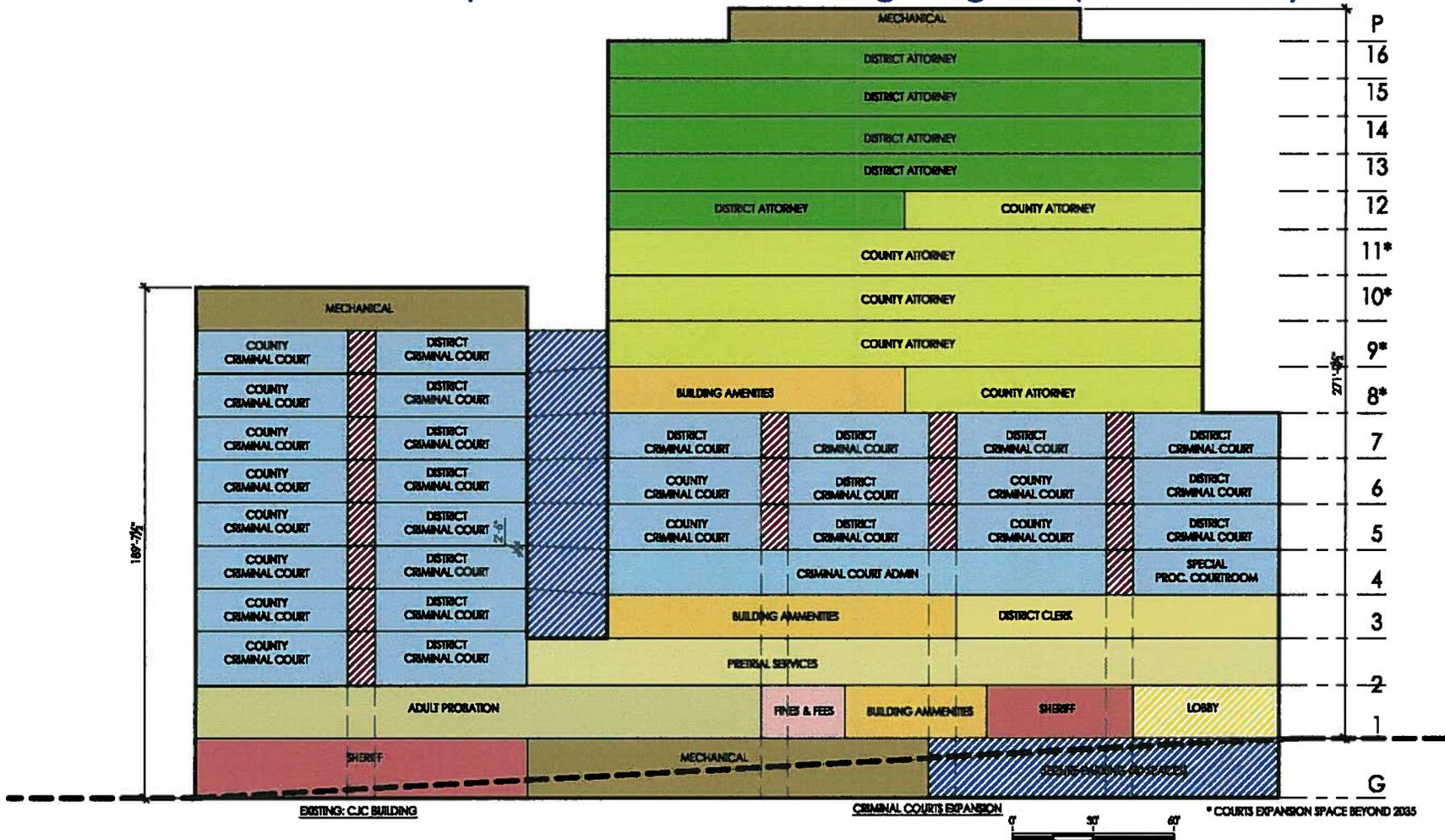
## Criminal Justice Center Expansion – Old Stacking Diagram (no County Attorney)



Old Stacking Diagram

# 2035 STACKING - REVISIONS

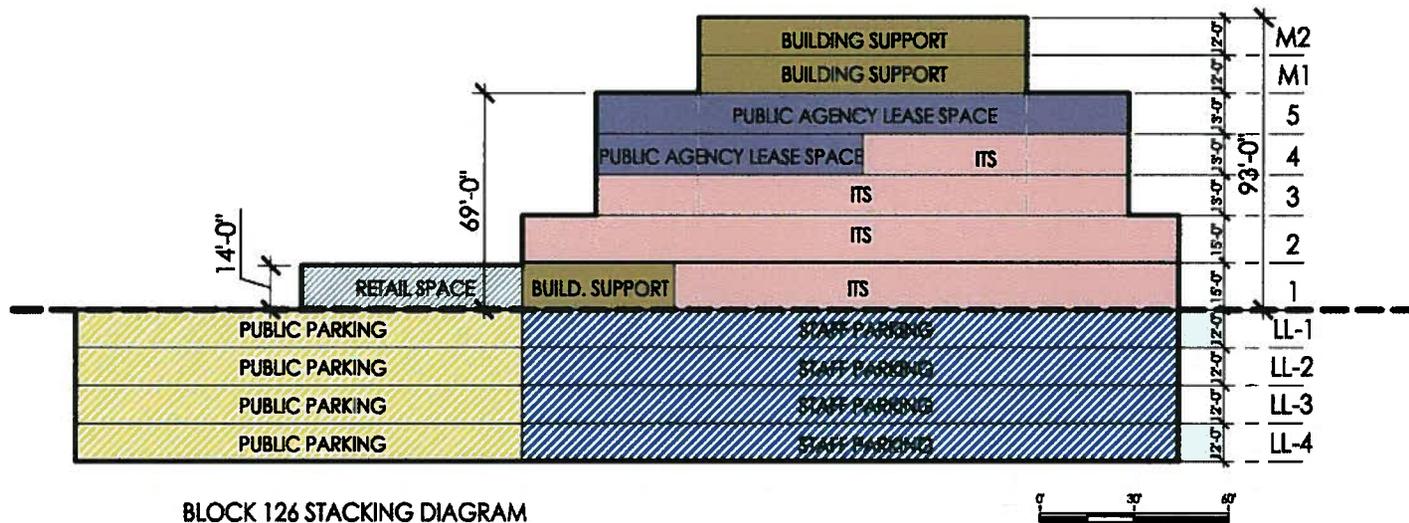
## Criminal Justice Center Expansion – New Stacking Diagram (with County Attorney)



**New Stacking Diagram**

# 2035 STACKING - REVISIONS

Block 126 – Including four levels of underground parking (1,200 spaces)



## New Stacking Diagram

# BUILDING PROJECTS OVERVIEW

TRAVIS COUNTY CENTRAL CAMPUS STUDY



# BUILDING PROJECTS OVERVIEW

## CAMPUS IN MILESTONE 1:

PROJECTS COMPLETED BETWEEN NOW AND 2018:

- 700 Lavaca Building Upgrade and Fit-out
- New CFCH Building
- New Block 126 Buildings
- New Central Plant
- Granger and Rusk Buildings Renovation

## CAMPUS IN MILESTONE 2:

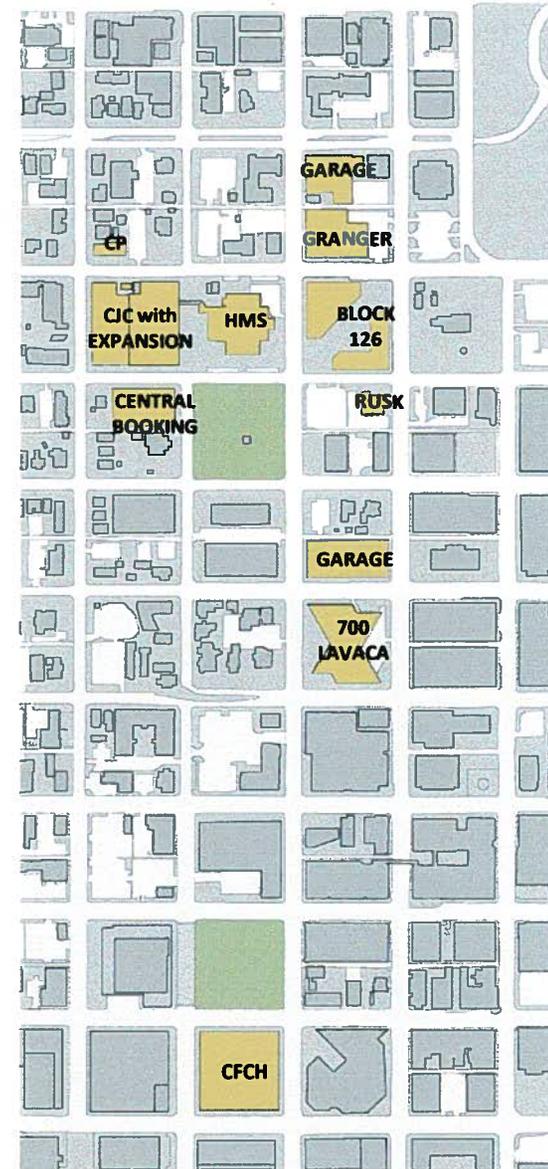
PROJECTS COMPLETED BETWEEN 2019 AND 2027:

- New Central Booking Facility
- HMS Courthouse and Brizendine House Restoration and Renovation
- Criminal Justice Center Renovation and Expansion

## CAMPUS IN MILESTONE 3:

PROJECTS COMPLETED BETWEEN 2028 AND 2037:

- Internal Renovation and Finish-out

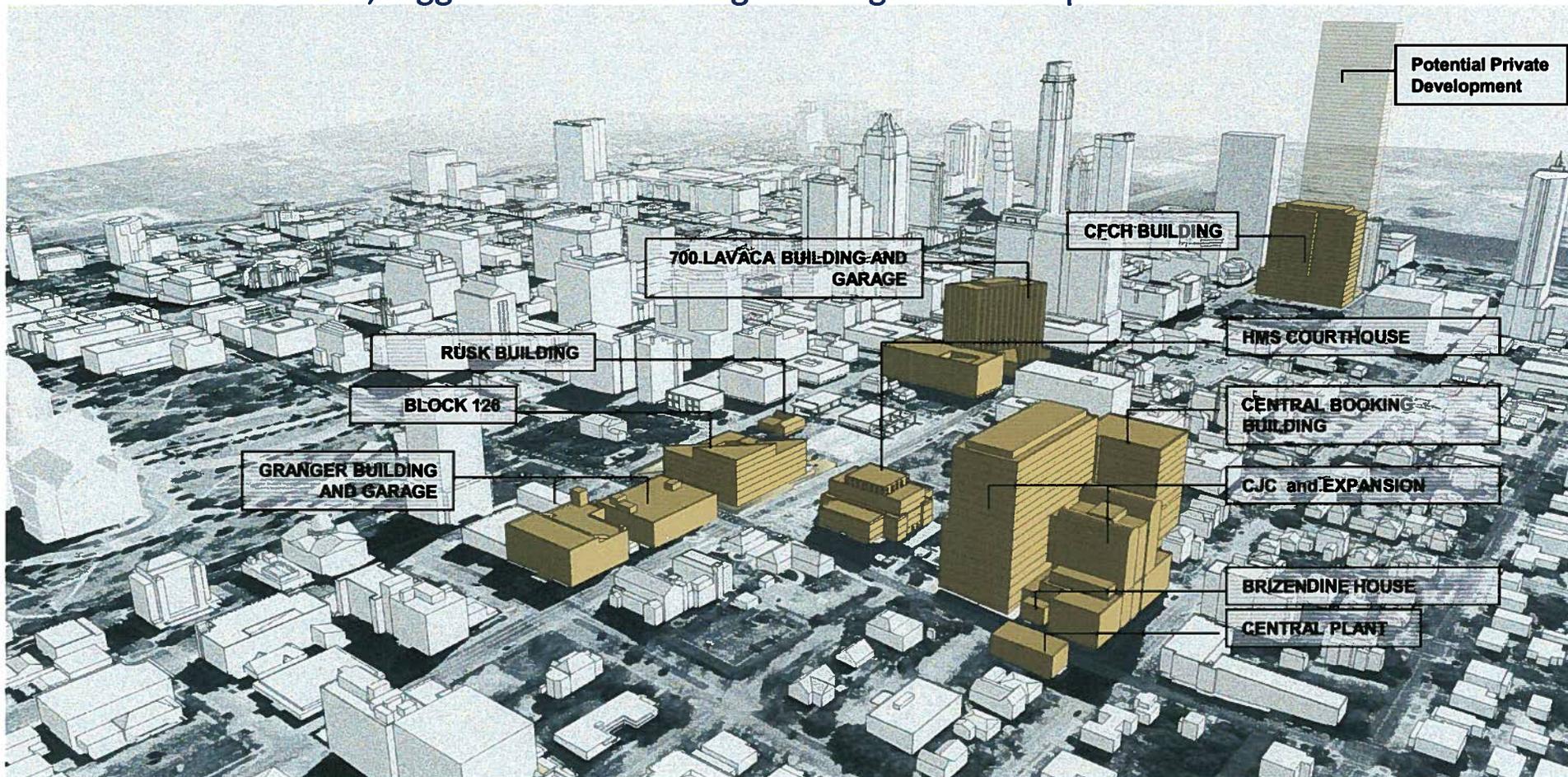


TRAVIS COUNTY CENTRAL CAMPUS IN 2035

# MASTER PLAN REFINEMENT

MASTER PLAN (AS OF OCTOBER 2011):

Includes CFCH Site, bigger Central Booking Building and CJC Expansion



## Central Campus in 2035

October 4, 2011

# PHASING REFINEMENT – in progress

TRAVIS COUNTY CENTRAL CAMPUS STUDY



# PHASING OBJECTIVES

## ACHIEVE IDEAL ADJACENCIES

- Accommodate Projected Growth Demand at each planning horizon
- Keep Departments Together, even the largest ones
- Pursue Ideal Functional Adjacencies at each horizon
- Achieve Ideal Adjacencies by 2035 (final stacking)
- High-Traffic Functions at Lower Floors (final stacking)

## OPTIMIZE OPERATIONAL EFFICIENCY

- Move Departments/Offices as Little as Possible
- Consider interim growth (not reflected in phasing milestones)

## CONSIDER DEBT MODEL AFFORDABILITY

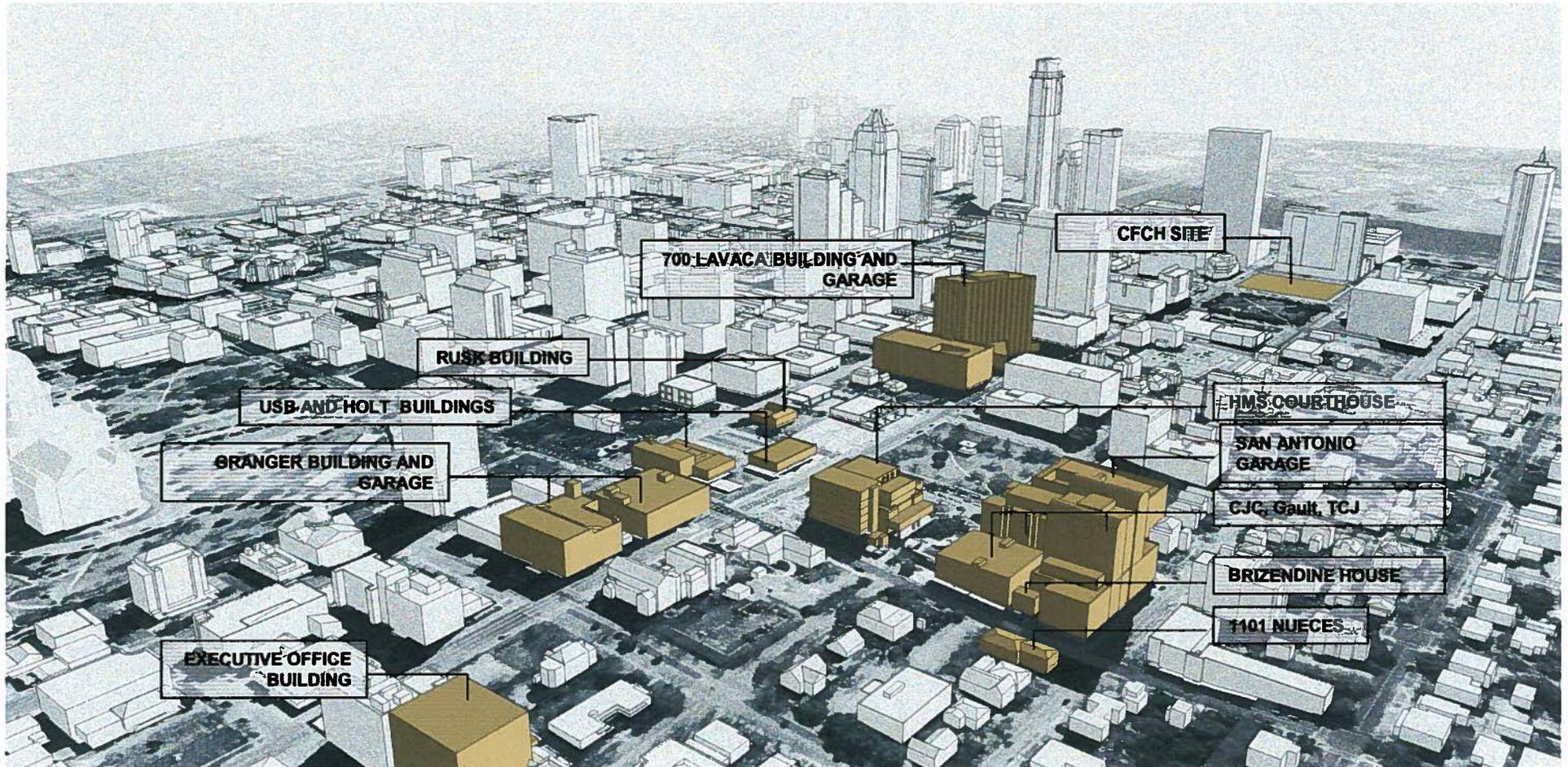
- Phase/Group Projects to Fit w/in Current Debt Policy Assumptions
- Consider Bond Schedule
- Ensure Priority Needs are Met
- Leave "ROOM TO GROW" – projects must be completed so that departments/offices can grow into the space

# GROWING PAINS

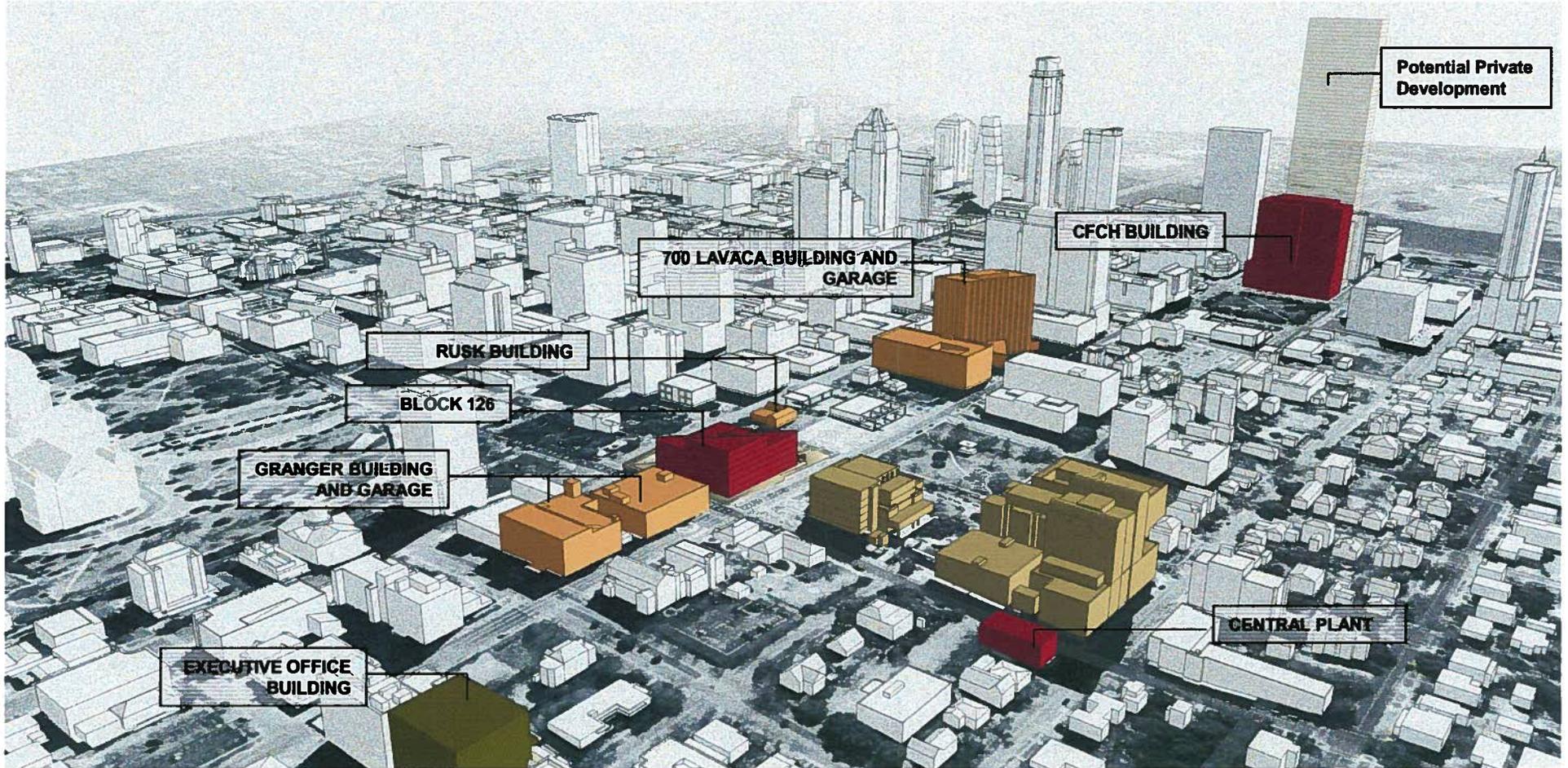
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- Need to Accommodate “Anchor” functions – i.e., Courts – in appropriate facilities
  - Criminal Courts
    - Today                    14 courtrooms total
    - 2015                    19 courtrooms total (4 additional in CJC + 1 TBD)
    - 2025                    24 courtrooms total (5 additional in new Central Booking)
    - 2035                    29 courtrooms total (all courtrooms in CJC and Expansion)
- Some Departments/Offices Move Multiple Times
- Some Adjacencies not Ideal during interim milestones
  - County Attorney & Adult Probation at Granger
- Several Interim Moves – not captured in milestone phasing diagrams

# CAMPUS VIEW - 2011



# CAMPUS VIEW – MILESTONE 1



## LEGEND

NEW CONSTRUCTION   
RENOVATION / FIT OUT

VACATE   
OTHER TRAVIS COUNTY BUILDING

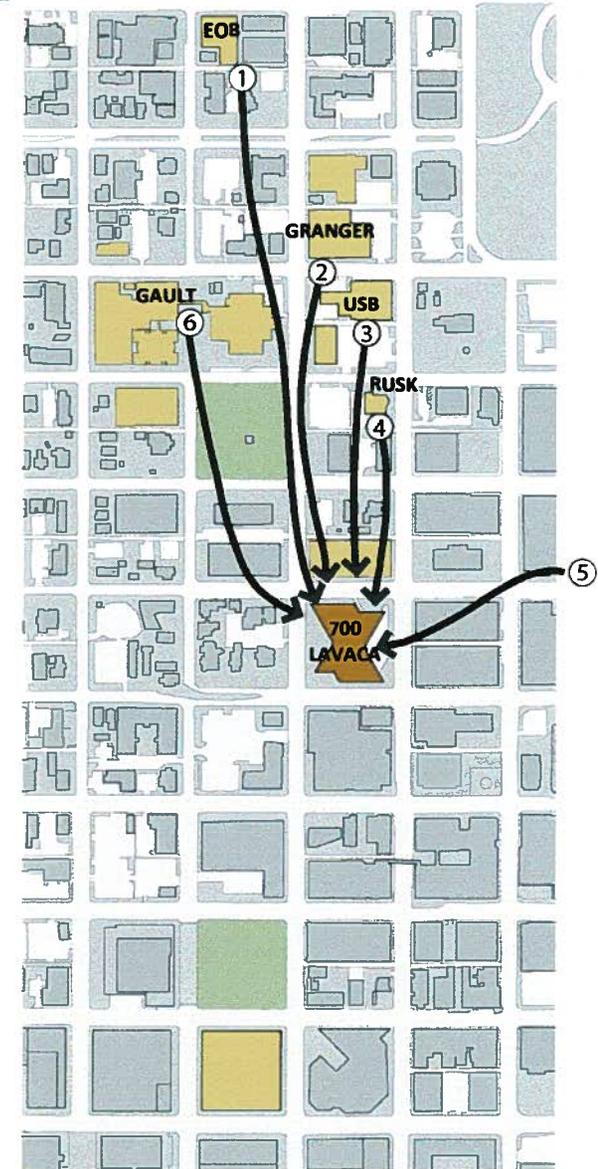
# DETAILED PHASING – MILESTONE 1

## CAMPUS IN MILESTONE 1:

(PROJECTS COMPLETED BETWEEN NOW-2018)

### Upgrade and fit-out 700 Lavaca Building

1. Relocate Transportation and Natural Resources Department from Executive Office Building
2. Relocate Commissioners Court and General Government Departments from Granger
3. Relocate Human Resource Management Department and Facilities Management from USB
4. Relocate County Auditors Office and Purchasing Office from Rusk
5. Relocate Criminal Justice Planning from Airport Boulevard site
6. Relocate Information and Technology Services from Gault Building



LEGEND

- New Construction
- Demolition/Vacate
- Renovation/Fit Out
- Other Travis County Buildings

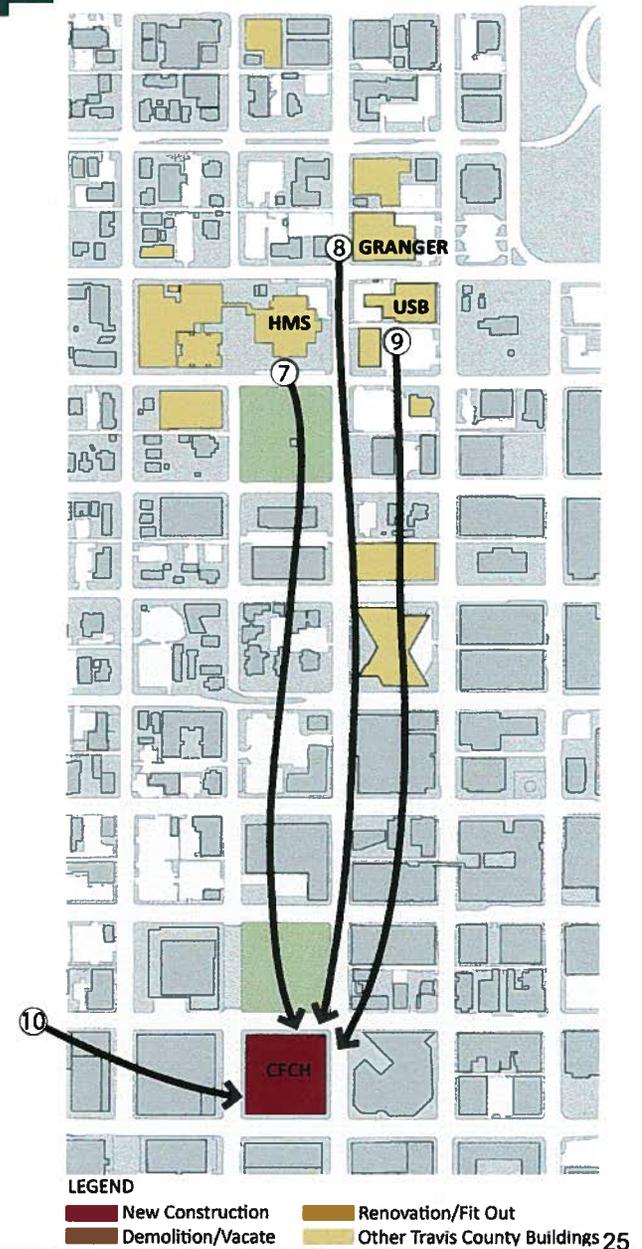
# DETAILED PHASING – MILESTONE 1

## CAMPUS IN MILESTONE 1:

(PROJECTS COMPLETED BETWEEN NOW-2018)

### Build Civil and Family Courthouse (CFCH)

7. Relocate Civil Courts, County Clerk, District Clerk, Law Library from HMS Courthouse and move Probate Courts and County Clerk (temporarily during renovation of HMS Courthouse) from HMS Courthouse to CFCH
8. Relocate the Law Library from the Granger Building
9. Relocate Domestic Relations from the USB Building
10. Relocate Attorney General District IV Child Support Court and Dispute Resolution from offsite locations



# DETAILED PHASING – MILESTONE 1

## CAMPUS IN MILESTONE 1: (PROJECTS COMPLETED BETWEEN NOW-2018)

### Renovate Granger Building

11. Relocate a portion of the District Attorney office (White Collar and Environmental) from Gault to Granger

### Renovate Rusk Building

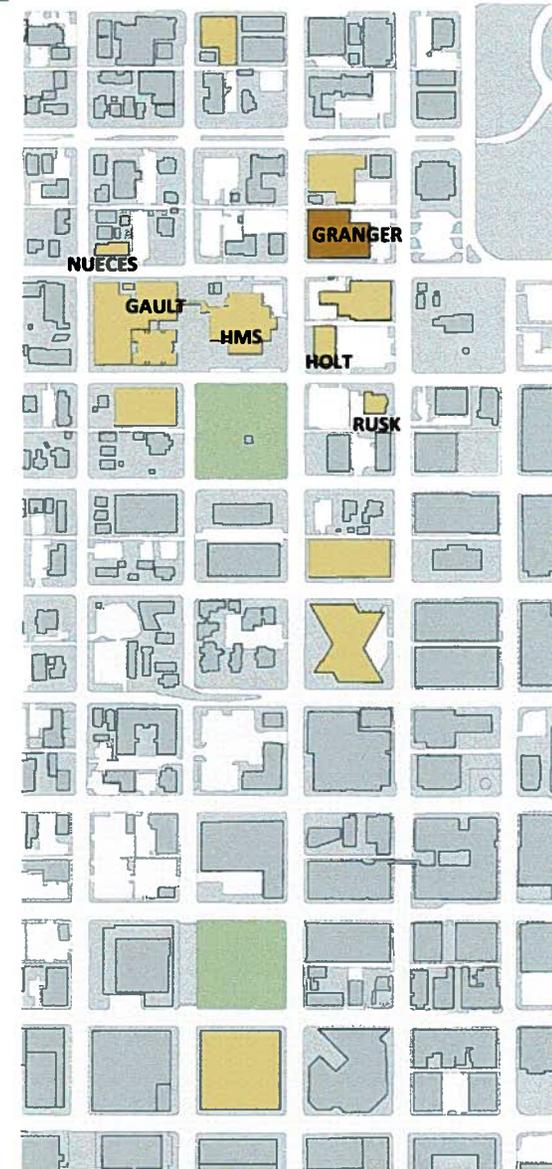
12. Relocate Health and Wellness Clinic from the USB to the Rusk Building

### Demolish USB and Holt Buildings

13. Before demolition, relocate the Precinct 5 Constable from the Holt Building to the HMS Courthouse

### Demolish 1101 Nueces

14. Before demolition, relocate Counseling and Education Services to an off campus location



LEGEND

- New Construction
- Demolition/Vacate
- Renovation/Fit Out
- Other Travis County Buildings

# DETAILED PHASING – MILESTONE 1

## CAMPUS IN MILESTONE 1:

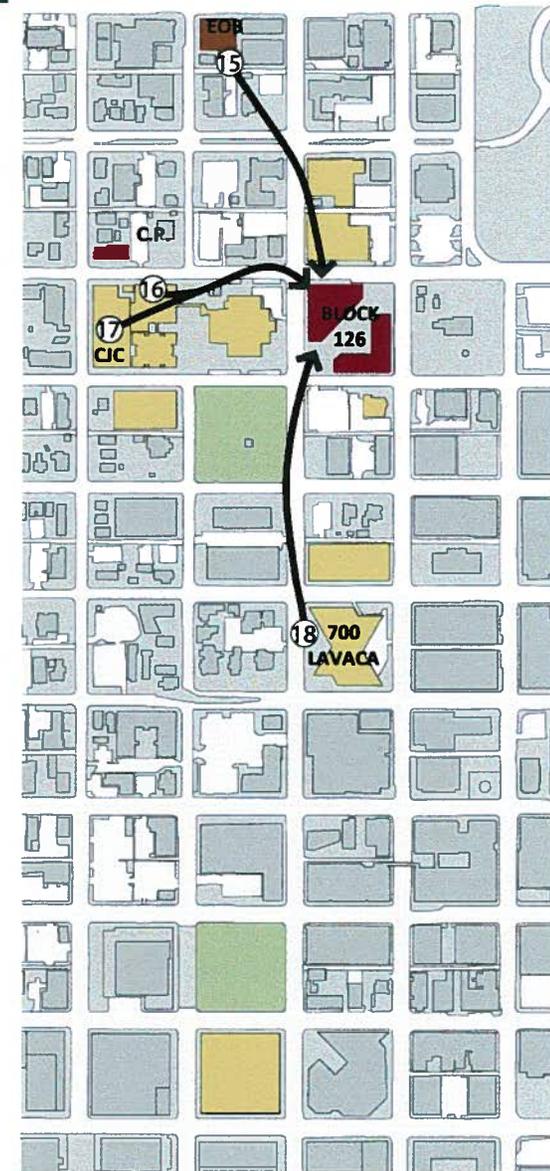
(PROJECTS COMPLETED BETWEEN NOW-2018)

### Build Block 126 Building and Underground Parking (1200 spaces)

- 15. Relocate Adult Probation from the Executive Office Building to the Block 126 Building
- 16. Relocate Pre-Trial Services from Gault Building to the Block 126 Building
- 17. Relocate Adult Probation (in-take functions) from CJC to the Block 126 Building
- 18. Relocate Information and Technology Services from 700 Lavaca to the Block 126 Building

### Build Central Plant

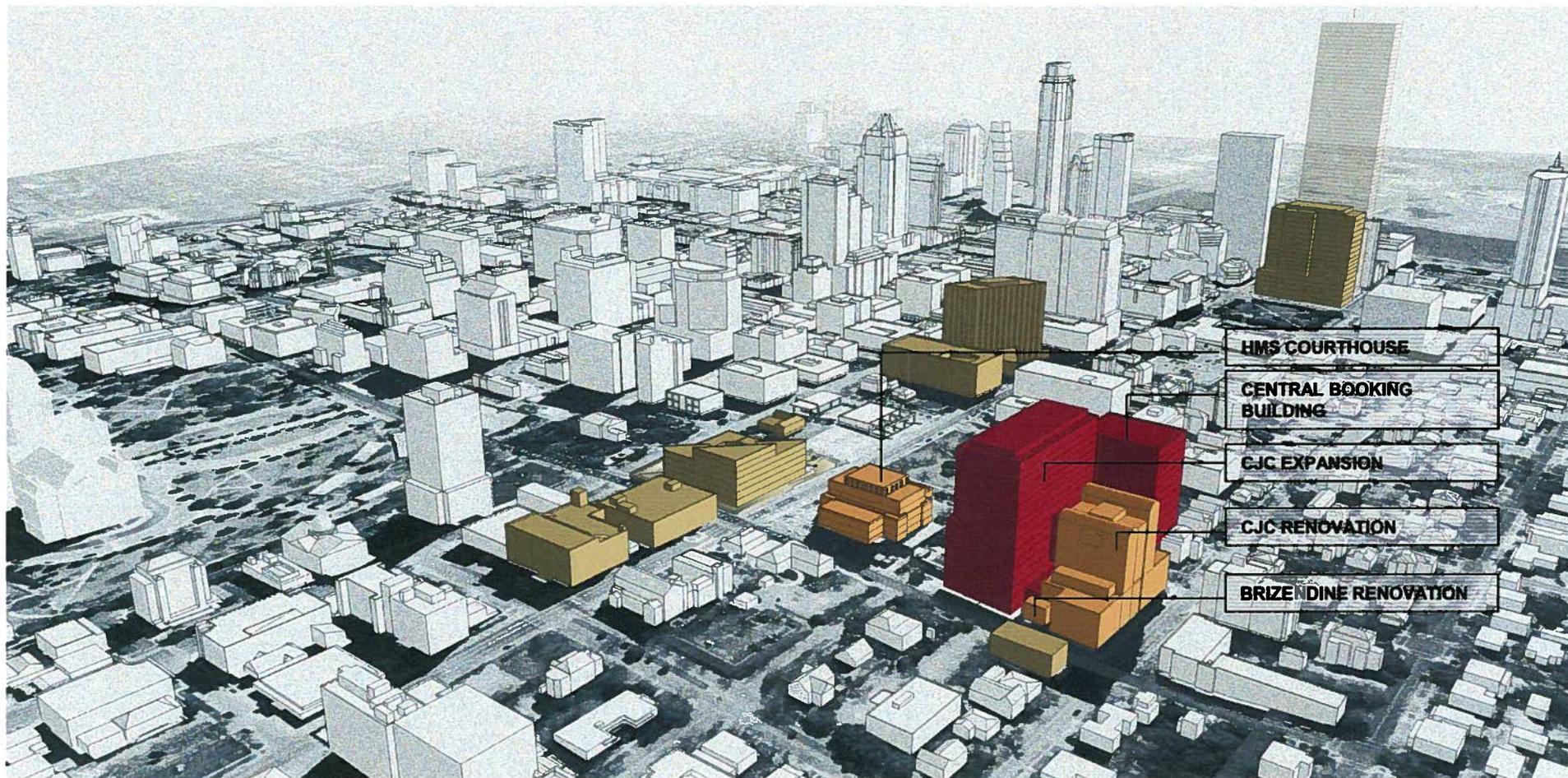
### Vacate and disposition of Executive Office Building (EOB)



LEGEND

- New Construction
- Demolition/Vacate
- Renovation/Fit Out
- Other Travis County Buildings

# CAMPUS VIEW – MILESTONE 2



## LEGEND

**NEW CONSTRUCTION**   
**RENOVATION / FIT OUT**

**DEMOLITION / VACATE**   
**OTHER TRAVIS COUNTY BUILDING**

- HMS COURTHOUSE**
- CENTRAL BOOKING BUILDING**
- CJC EXPANSION**
- CJC RENOVATION**
- BRIZE DINE RENOVATION**

# DETAILED PHASING – MILESTONE 2

## CAMPUS IN MILESTONE 2:

(PROJECTS COMPLETED BETWEEN 2019-2027)

### Demolish San Antonio Street Garage

### Build Central Booking Building

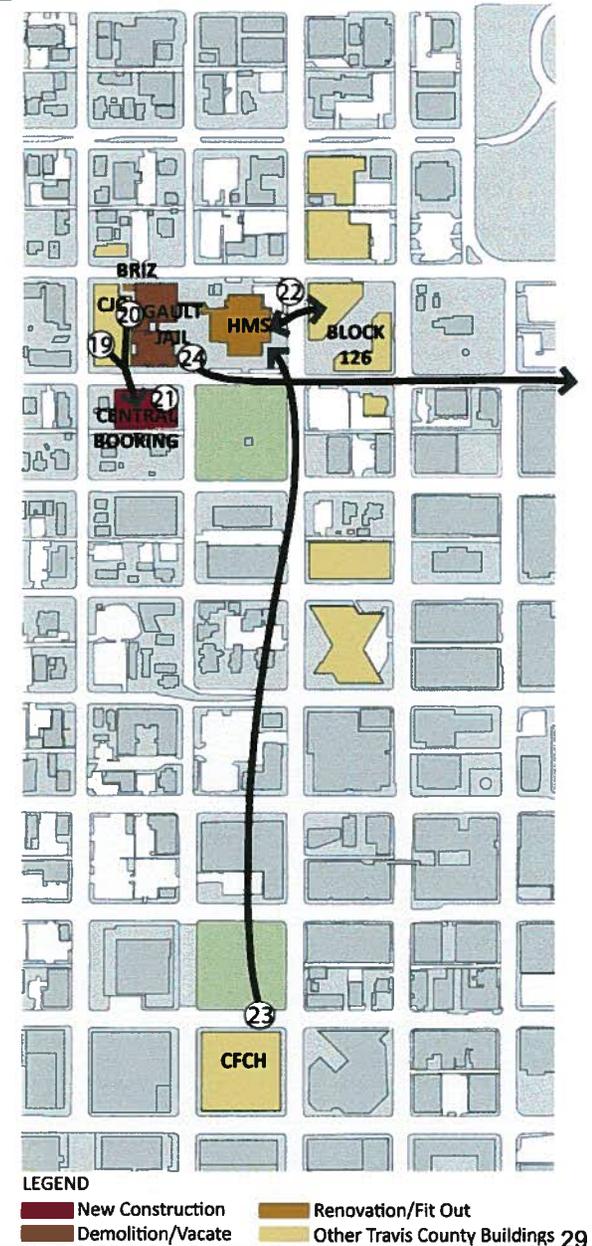
- 19. Relocate Travis County Sheriff Central Booking from CJC to Central Booking Building
- 20. Relocate District Attorney from Gault/CJC Building to Central Booking Building (Grand Jury functions stay in the CJC Building)
- 21. Add 5 Criminal Courts on a temporary basis (based on projected needs)

### Restore and Renovate HMS Courthouse and Brizendine House

- 22. Temporarily relocate Precinct 5 Constable and Justice of the Peace from the HMS Courthouse to the Block 126 Building during renovation
- 23. Move Probate Court from CFCH Building to HMS Courthouse once renovation is complete

### Demolish Gault and Travis County Jail

- 24. Before demolition, relocate the TCJ functions to the Travis County Correctional Complex



# DETAILED PHASING – MILESTONE 2

## CAMPUS IN MILESTONE 2:

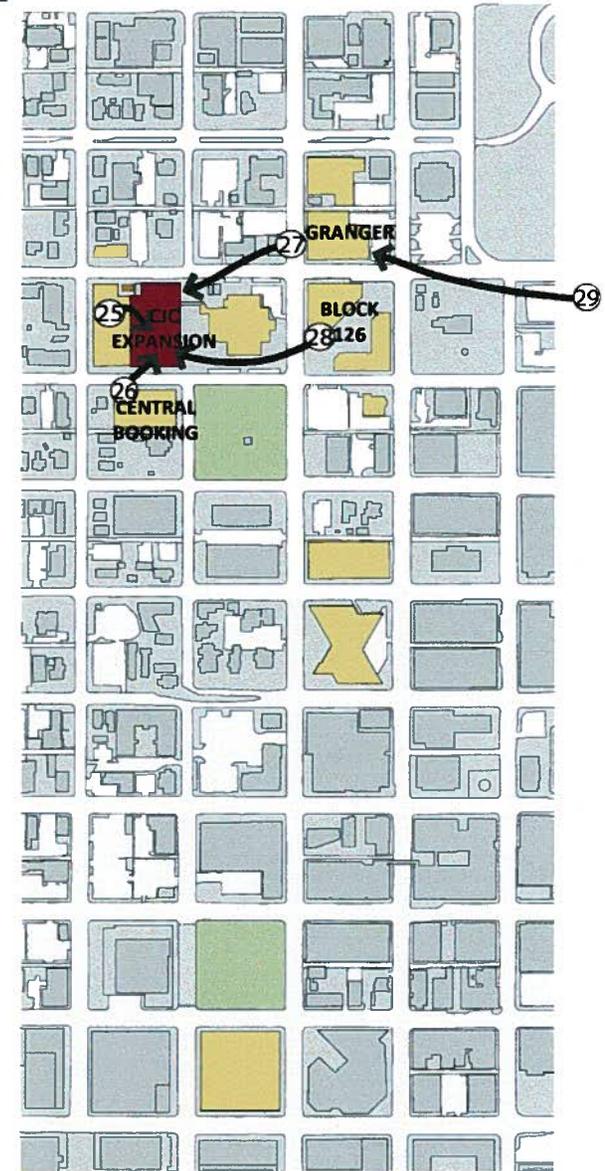
(PROJECTS COMPLETED BETWEEN 2018-2025)

### Build New CJC Expansion

- 25. Expand Criminal Courts into CJC Expansion
- 26. Move Criminal Court functions and the District Attorney from Central Booking Building to the CJC Expansion
- 27. Relocate County Attorney from Granger Building to the CJC Expansion
- 28. Relocate Adult Probation (in-take function) and Pre-Trial Services from the Block 126 Building to the CJC Expansion

### Granger Building Backfill

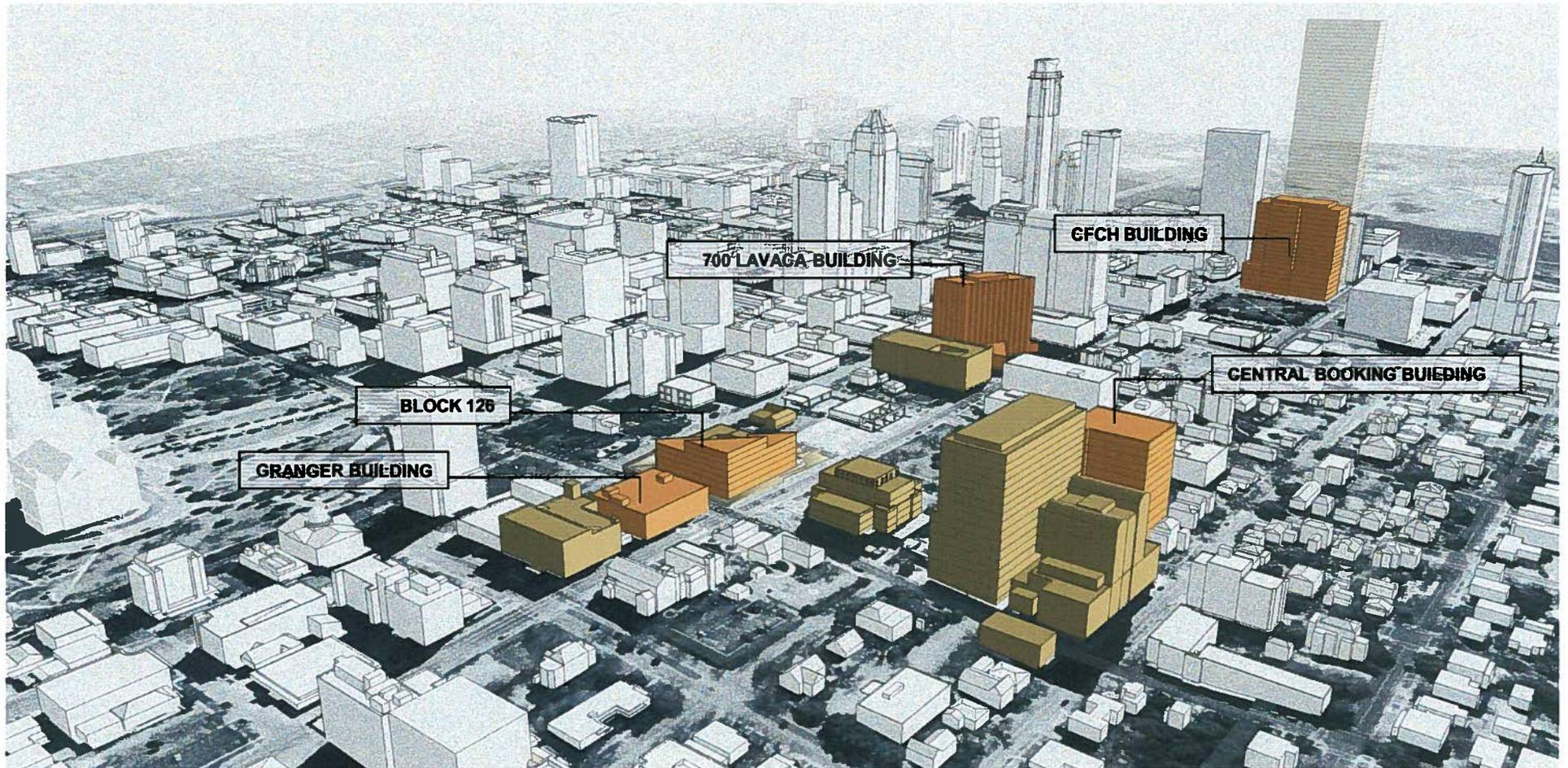
- 29. Relocate Mental Health Public Defender from off campus sites to Granger sites



LEGEND

- New Construction
- Demolition/Vacate
- Renovation/Fit Out
- Other Travis County Buildings 30

# CAMPUS VIEW – MILESTONE 3



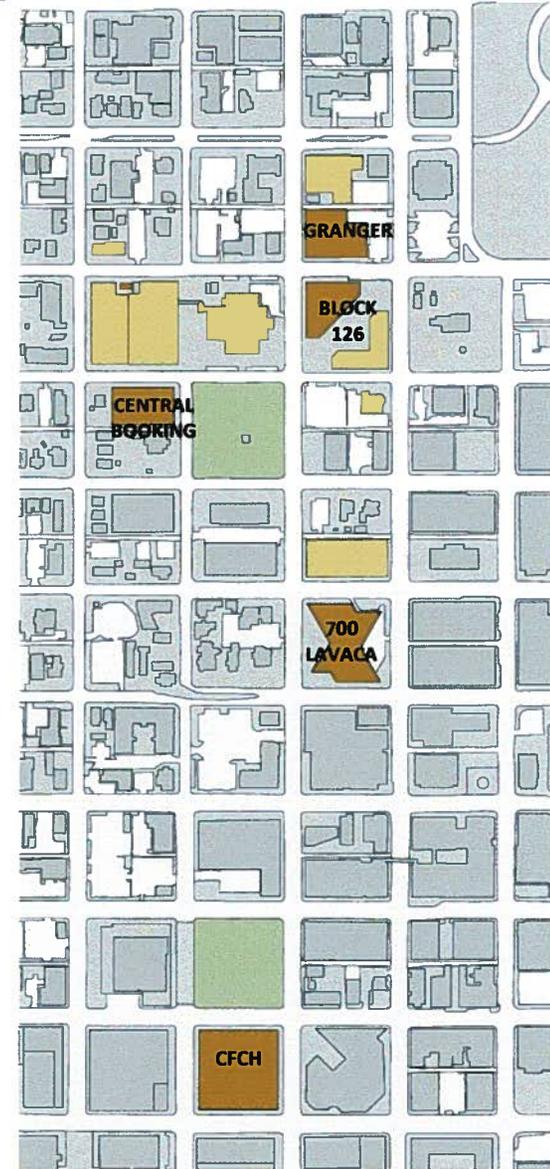
## LEGEND

NEW CONSTRUCTION   
RENOVATION / FIT OUT

DEMOLITION/ VACATE   
OTHER TRAVIS COUNTY BUILDING

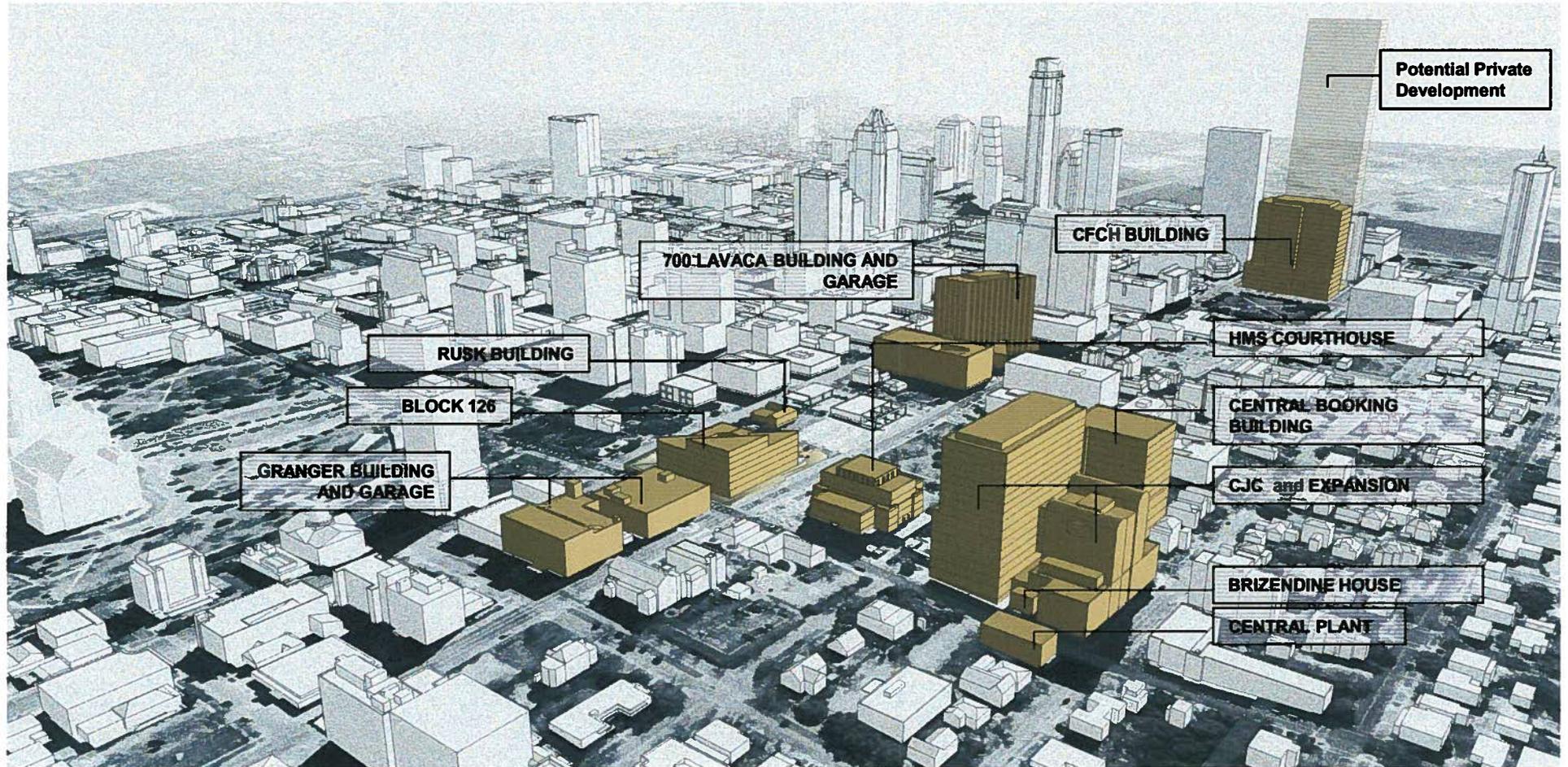
# DETAILED PHASING – MILESTONE 3

**CAMPUS IN MILESTONE 3:**  
(PROJECTS COMPLETED BETWEEN 2028-2037)  
**Internal Renovations and Finish-Outs**



**LEGEND**  
New Construction      Renovation/Fit Out  
Demolition/Vacate      Other Travis County Buildings 32

# CAMPUS VIEW 2035



# DISCUSSION AND COMMENTS

TRAVIS COUNTY CENTRAL CAMPUS STUDY





## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

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

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

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

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

### AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,028,817.44, for the period of September 23 to September 29, 2011.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

### STAFF RECOMMENDATIONS:

The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,028,817.44.

### ISSUES AND OPPORTUNITIES:

See attached.

### FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$1,028,817.44

### REQUIRED AUTHORIZATIONS:

Dan Mansour, 854-9499

Diane Blankenship, 854-9170

Leroy Nellis, 854-9106

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

**TRAVIS COUNTY  
RECOMMENDATION FOR TRANSFER OF FUNDS**

**DATE:** October 11, 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 23, 2011 to September 29, 2011

**REIMBURSEMENT REQUESTED FOR THIS PERIOD:** \$1,028,817.44

**HRMD RECOMMENDATION:** *The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,028,817.44.*

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 23, 2011 TO SEPTEMBER 29, 2011**

-

- 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: October 11, 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 23, 2011  
 TO: September 29, 2011

**REIMBURSEMENT REQUESTED: \$ 1,028,817.44**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,601,363.51
bank withdrawal correction	\$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: October 4, 2011	\$	(569,831.34)
	\$	-
October 5, 2010 adj	\$	135.10
Adjust to balance per UHC	\$	0.17
<b>TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:</b>	<b>\$</b>	<b>1,028,817.44</b>
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
<b>TRANSFER OF FUNDS REQUESTED:</b>	<b>\$</b>	<b>1,028,817.44</b>

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

All claims over \$25,000 (2 this week totaling \$115,490.16) 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 (\$139,361.64) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the \$200,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled (\$49,814.83).

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

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

*Diane Blankenship* 10/3/11  
 Diane Blankenship, Director, HRMD Date

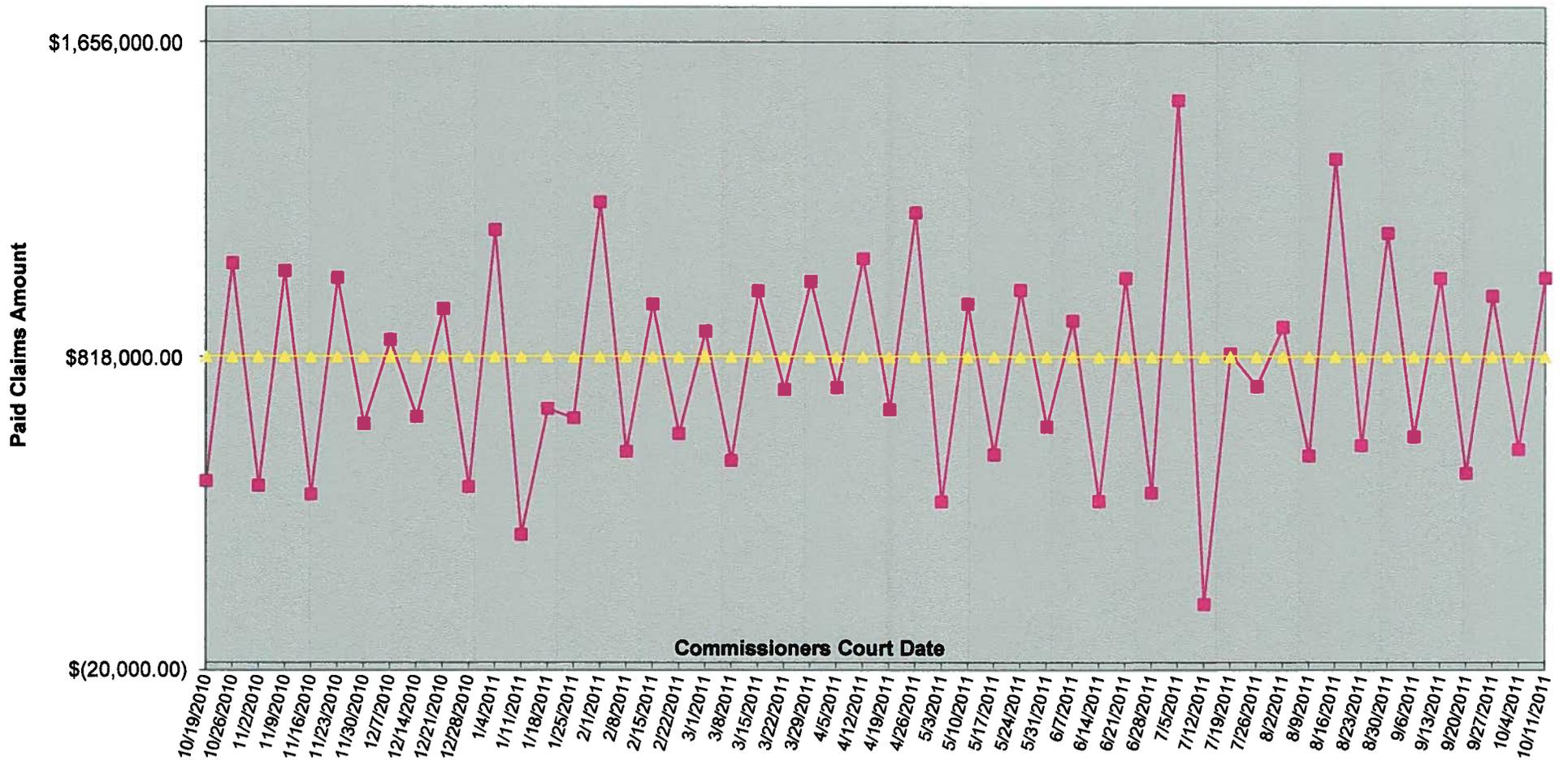
*Dan Mansour* 10/30/11  
 Dan Mansour, Risk Manager Date

*Cindy Purinton* 10/3/11  
 Cindy Purinton, Benefit Contract Administrator Date

*Norman McRee* 10/3/11  
 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



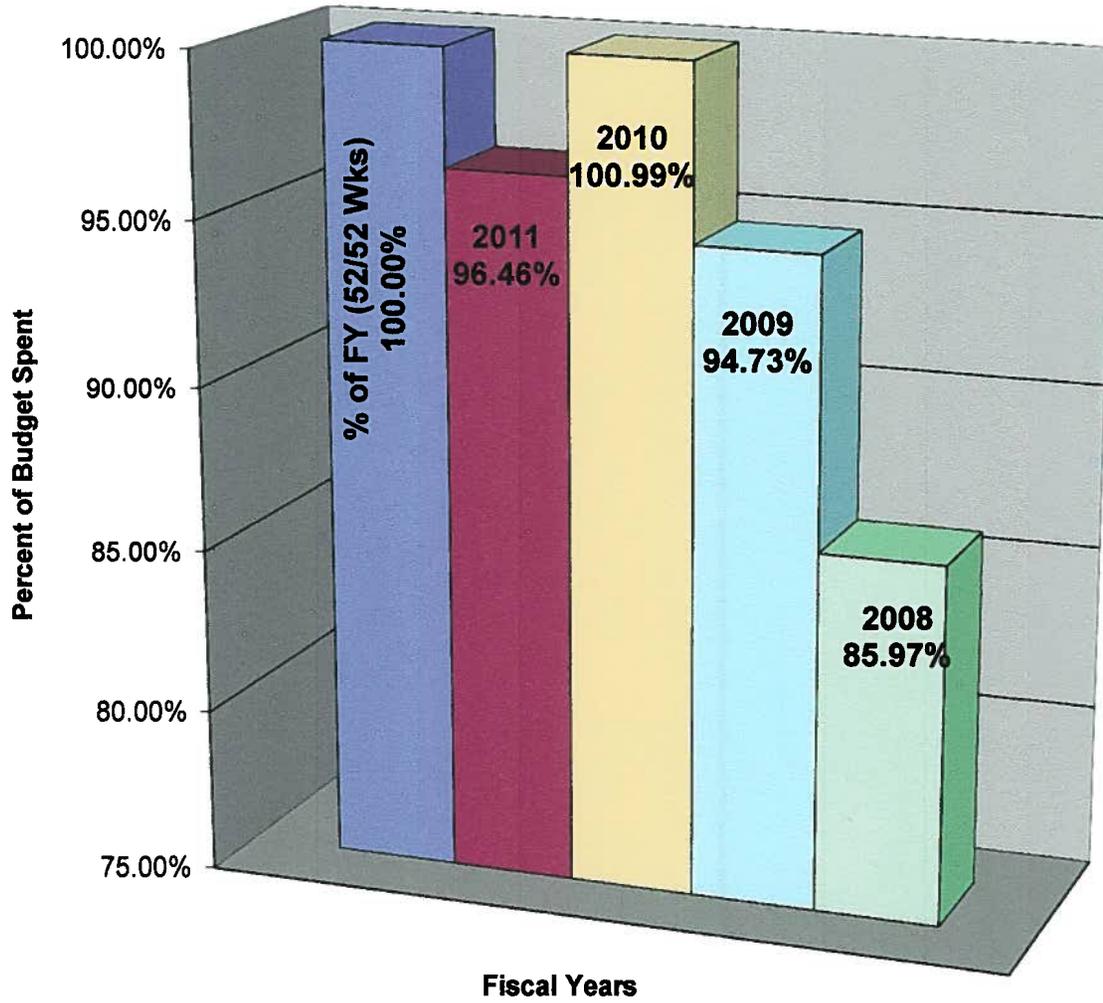
**Travis County Employee Benefit Plan  
FY11 Weekly Paid Claims VS Weekly Budgeted Amount**

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	\$ 980,524.90	\$ 818,811.85	0	\$ -	92.70%	99.93%
51	9/16/2011	9/22/2011	10/4/2011	\$ 569,831.34	\$ 818,811.85	2	\$ 57,877.73	94.04%	98.55%
52	9/23/2011	9/29/2011	10/11/2011	\$ 1,028,817.44	\$ 818,811.85	2	\$ 115,490.16	96.46%	100.99%

Paid & Budgeted Claims to Date	\$ 41,069,695.70	\$ 42,578,216.00
Paid Claims less Total Weekly Budget		\$ (1,508,520.30)

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 52



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## UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011\_09\_29

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	(231.65)	NN	1285357	AI		3	9/29/2011	200	9/26/2011	9/29/2011
701254	632	(235.36)	RK	90069730	AH		7	8/23/2011	50	9/27/2011	9/29/2011
701254	632	(237.94)	NN	1714689	AA		1	9/29/2011	200	9/26/2011	9/29/2011
701254	632	(258.78)	QG	688264	AE		7	7/1/2011	50	9/26/2011	9/29/2011
701254	632	(265.91)	NN	1083221	AA		5	9/29/2011	200	9/26/2011	9/29/2011
701254	632	(273.24)	NN	1725545	AH		6	9/29/2011	200	9/26/2011	9/29/2011
701254	632	(273.86)	NN	1086813	AA		1	9/29/2011	200	9/26/2011	9/29/2011
701254	632	(323.42)	NN	SSN0000	CAL		0	9/23/2011	600	9/29/2011	9/29/2011
701254	632	(391.82)	NN	1086615	AH		6	9/29/2011	200	9/26/2011	9/29/2011
701254	632	(398.97)	NN	SSN0000	CAL		0	9/23/2011	600	9/29/2011	9/29/2011
701254	632	(437.43)	NN	1083225	AA		5	9/29/2011	200	9/26/2011	9/29/2011
701254	632	(451.88)	NN	1591122	AH		1	9/29/2011	200	9/26/2011	9/29/2011
701254	632	(453.94)	NN	1514043	AF		16	9/29/2011	200	9/26/2011	9/29/2011
701254	632	(477.08)	NN	1599952	AH		5	9/29/2011	200	9/26/2011	9/29/2011
701254	632	(843.07)	NN	SSN0000	CAL		0	9/26/2011	600	9/30/2011	9/29/2011
701254	632	(2,932.00)	NN	SSN0000	CAL		0	9/20/2011	600	9/26/2011	9/29/2011
701254	632	(3,704.09)	NN	SSN0000	CAL		0	9/23/2011	600	9/29/2011	9/29/2011
701254	632	(8,129.15)	NN	SSN0000	CAL		0	9/20/2011	600	9/26/2011	9/29/2011
701254	632	(16,896.79)	NN	1533033	AH		6	9/29/2011	200	9/26/2011	9/29/2011

9

1,028,817.44

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

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

For the payment week ending: 09/29/2011

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

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

 For the payment week ending: 9/29/2011
 

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<b>TYPE</b>	<b>MEMBER TYPE</b>	<b>TRANS_AMT</b>
<b>CEPO</b>		
	EE	
	<b>526-1145-522.45-28</b>	<b>104,677.56</b>
	RR	
	<b>526-1145-522.45-29</b>	<b>18,771.83</b>
Total CEPO		\$123,449.39
<b>EPO</b>		
	EE	
	<b>526-1145-522.45-20</b>	<b>167,877.85</b>
	RR	
	<b>526-1145-522.45-21</b>	<b>29,376.66</b>
Total EPO		\$197,254.51
<b>PPO</b>		
	EE	
	<b>526-1145-522.45-25</b>	<b>640,533.39</b>
	RR	
	<b>526-1145-522.45-26</b>	<b>67,580.15</b>
Total PPO		\$708,113.54
Grand Total		\$1,028,817.44



## Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/11/2011

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

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

**Commissioners Court Sponsor:** Judge Biscoe

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

### AGENDA LANGUAGE:

- A. Proposed routine personnel amendments;
- B. Non-routine request per County Judge for Justice of Peace Pct 3 personnel action under Travis County Code § 10.03002, General Overview for Determining Pay Policy.

### BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 5.

FY 12 Temporary Slot Extensions – Page 5.

Approval requested to extend temporary slot end date effective

October 1, 2011. HRMD has reviewed appropriate documentation; PBO has confirmed FY 12 funding.

\* Temporary employees "02" (less than 6 months).

B. Non-Routine Personnel Action – Pages 6 - 9.

County Judge requests to discuss JP Pct 3's salary adjustment action to 10% above midpoint which follows Travis County Code § 10.03002, Slot 29, Juvenile Case Mgr, PG 14. HRMD has reviewed supporting documentation; Commissioners Court approved budget amendment for this increase on 9/27/11.

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



# HRMD Human Resources Management Department

1010 Lavaca Street, 2<sup>nd</sup> Floor

• P.O. Box 1748

• Austin, Texas 78767

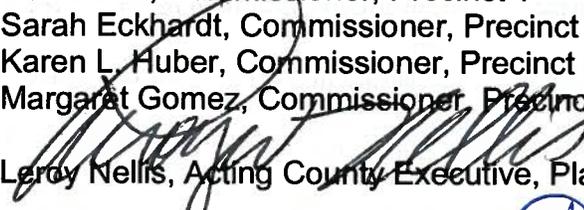
• (512) 854-9165 / FAX(512) 854-4203

**October 11, 2011**

**ITEM # :**

**DATE:** September 30, 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.

**A. Routine Personnel Actions – Pages 2 – 5.**

**FY 12 Temporary Slot Extensions – Page 5.**

Approval requested to extend temporary slot end date effective October 1, 2011. HRMD has reviewed appropriate documentation; PBO has confirmed FY 12 funding.

\* Temporary employees "02" (less than 6 months).

**B. Non-Routine Personnel Action – Pages 6 - 9.**

County Judge requests to discuss JP Pct 3's salary adjustment action to 10% above midpoint which follows Travis County Code § 10.03002, Slot 29, Juvenile Case Mgr, PG 14. HRMD has reviewed supporting documentation; Commissioners Court approved budget amendment for this increase on 9/27/11.

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)

<b>WEEKLY PERSONNEL AMENDMENTS --- ROUTINE</b>
--

<b>NEW HIRES</b>				
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Level/Salary</b>	<b>HRMD Recommends Level/Salary</b>
<b>Co Agricultural Ext Serv</b>	20	Education Instructional Spec Part-time	13 / Minimum / \$15,119.42	13 / Minimum / \$15,119.42
<b>District Atty</b>	95	Law Clerk II Part-time	18 / Minimum / \$21,191.04	18 / Minimum / \$21,191.04
<b>District Atty</b>	177	Attorney VI	28 / Level 1 / \$85,924.80	28 / Level 1 / \$85,924.80
<b>District Atty</b>	214	Attorney IV**	26 / Minimum / \$72,861.57	26 / Minimum / \$72,861.57
<b>Emergency Medical Service</b>	16	Star Flight Helic Pilot Sr	25 / Level 1 / \$70,137.60	25 / Level 1 / \$70,137.60
<b>Sheriff</b>	1689	Registered Charge Nurse	21 / Midpoint / \$64,918.26	21 / Midpoint / \$64,918.26
<b>Tax Collector</b>	11	Training Education Coord I	16 / Minimum / \$37,024.00	16 / Minimum / \$37,024.00
<b>Tax Collector</b>	82	Tax Spec I	12 / \$30,430.55	12 / \$30,430.55
<b>Tax Collector</b>	144	Tax Spec III	15 / Minimum / \$34,608.50	15 / Minimum / \$34,608.50
<b>TNR</b>	181	Road Maint Worker*	8 / \$25,702.56	8 / \$25,702.56
<b>TNR</b>	191	Road Maint Worker*	8 / \$25,702.56	8 / \$25,702.56
<b>TNR</b>	231	Road Maint Worker*	8 / \$25,702.56	8 / \$25,702.56
<b>TNR</b>	237	Road Maint Worker*	8 / \$25,702.56	8 / \$25,702.56
<b>TNR</b>	427	Road Maint Worker*	8 / \$25,702.56	8 / \$25,702.56
<b>TNR</b>	511	Park Maint Worker	7 / \$28,828.17	7 / \$28,828.17
<b>TNR</b>	520	Road Maint Worker*	8 / \$25,702.56	8 / \$25,702.56
<b>TNR</b>	597	Park Maint Worker*	7 / \$25,500.80	7 / \$25,500.80
<b>* Temporary to Regular</b>			<b>** Actual vs Authorized</b>	

<b>TEMPORARY APPOINTMENTS</b>					
<b>Dept.</b>	<b>Slot</b>	<b>Position Title</b>	<b>Dept. Requests Grade/Salary</b>	<b>HRMD Recommends Grade/Salary</b>	<b>**Temporary Status Type Code</b>
County Atty	20018	Office Asst	8 / \$10.36	8 / \$10.36	02
County Atty	20022	Office Asst	8 / \$10.36	8 / \$10.36	02
County Atty	20023	Office Asst	8 / \$10.36	8 / \$10.36	02
County Clerk	20190	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20222	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20259	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20285	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20317	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20322	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20326	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20338	Elec Clk Operations Clk III	12 / \$14.00	12 / \$14.00	02
Fac Mgmt	20069	Custodian	5 / \$11.00	5 / \$11.00	02
Fac Mgmt	20075	Custodian	5 / \$11.00	5 / \$11.00	02
HHS	20037	Accountant Assoc	13 / \$15.85	13 / \$15.85	02
HHS	50782	Interpreter Sign Language VI	26 / \$45.00	26 / \$45.00	05
JP Pct 1	20005	Paralegal Sr	18 / \$20.38	18 / \$20.38	02
Juvenile Public Defender	20001	Law Clerk II	18 / \$20.38	18 / \$20.38	02
<b>**Temporary Status Type Codes:</b> (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

<b>TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot - Position Title - Salary</b>	<b>Dept. (To)</b>	<b>Slot - Position Title - Salary</b>	<b>Comments</b>
HHS	Slot 20020 / Office Spec / Grd 10 / \$13.13	HHS	Slot 20020 / Office Spec / Grd 10 / \$14.00	Hourly rate change.
HHS	Slot 50056 / Administrative Asst I / Grd 11 / \$12.70	HHS	Slot 50056 / Administrative Asst I / Grd 11 / \$13.58	Hourly rate change.

<b>CAREER LADDERS – NON-POPS</b>						
<b>Dept.</b>	<b>Slot</b>	<b>Current Position Title/Grade</b>	<b>New Position Title/Grade</b>	<b>Current Annual Salary</b>	<b>Proposed Annual Salary</b>	<b>Comments Current HRMD Practice</b>
<b>District Atty</b>	39	Attorney VI* / Grd 28	Attorney VII / Grd 29	\$93,434.81	\$98,106.55	Career Ladder. Pay is between min and midpoint of pay grade.
<b>* Actual vs Authorized</b>						

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>County Atty</b>	Slot 170 / Office Spec / Grd 10 / \$32,252.52	<b>County Atty</b>	Slot 169 / Legal Secretary / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
<b>District Atty</b>	Slot 74 / Legal Secretary / Grd 15 / \$37,710.40	<b>District Atty</b>	Slot 73 / Legal Secretary Sr / Grd 16 / \$40,350.13	Promotion. Pay is between min and midpoint of pay grade.
<b>District Atty</b>	Slot 245 / Attorney VI / Grd 28 / \$86,768.14	<b>District Atty</b>	Slot 250 / Attorney VI / Grd 28 / \$86,768.14	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>District Atty</b>	Slot 250 / Attorney VI / Grd 28 / \$90,713.40	<b>District Atty</b>	Slot 245 / Attorney VI / Grd 28 / \$90,713.40	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Juvenile Probation</b>	Slot 95 / Juvenile Rsdntl Trt Ofcr III / Grd 14 / \$33,340.60	<b>Juvenile Probation</b>	Slot 145 / Juvenile Probation Ofcr II / Grd 15 / \$35,007.63	Promotion. Pay is between min and midpoint of pay grade.
<b>Sheriff</b>	Slot 1396 / Corrections Ofcr Sr / Grd 83 / \$44,256.37	<b>Sheriff</b>	Slot 128 / Deputy Sheriff Law Enfrmnt* / Grd 72 / \$47,554.83	Promotion. Peace Officer Pay Scale (POPS).
<b>* Actual vs Authorized</b>				

<b>PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS</b>				
<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>Sheriff</b>	Slot 1624 / Security Coord / Grd 12 / \$31,657.60	<b>Sheriff</b>	Slot 1275 / Cadet / Grd 80 / \$34,594.77	Promotion. Transition from Classified Pay Scale to Peace Officer Pay Scale (POPS) Step 1.
<b>Tax Collector</b>	Slot 29 / Tax Spec II / Grd 14 / \$36,934.36	<b>Tax Collector</b>	Slot 72 / Tax Spec II* / Grd 14 / \$36,934.36	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
<b>Tax Collector</b>	Slot 68 / Tax Spec I / Grd 12 / \$29,223.10	<b>Tax Collector</b>	Slot 29 / Tax Spec II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
<b>* Actual vs Authorized</b>				

<b>AD HOC CLASSIFICATION CHANGE</b>							
<b>Dept.</b>	<b>Slot #</b>	<b>Current</b>			<b>HRMD Recommends</b>		
		<b>Auth Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>	<b>Position Title / Position #</b>	<b>FLSA</b>	<b>Pay Grade</b>
<b>Constable 5</b>	<b>7</b>	Business Analyst I / 21876	<b>E</b>	<b>21</b>	Application Development Analyst I / 23867	<b>E</b>	<b>23</b>
<b>Department requests in order to meet departmental needs. PBO has confirmed funding available.</b>							

<b>FY 12 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS</b>		
<b>Department</b>	<b>Slot</b>	<b>Actual Position Title</b>
<b>HHS</b>	<b>20060</b>	<b>Office Asst</b>

**SECTION B. NON-ROUTINE PERSONNEL ACTION****NON-ROUTINE – Salary Adjustment**

<b>Dept. (From)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Dept. (To)</b>	<b>Slot – Position Title – Grade – Salary</b>	<b>Comments</b>
<b>JP Pct 3</b>	Slot 29 / Juvenile Case Mgr / Grd 14 / \$36,212.80	<b>JP Pct 3</b>	Slot 29 / Juvenile Case Mgr / Grd 14 / \$43,585.57	Salary adjustment. Pay is between midpoint and max of pay grade.
<b>* Actual vs Authorized</b>				

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

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

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

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

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

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



# Human Resources Management Department

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

## MEMORANDUM

DATE: September 30, 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: *Stephanie Wells*  
 Leroy News, Acting County Executive, Planning & Budget Office

FROM: Diane Blankenship, Director of Human Resources 

SUBJECT: JP 3 Non-Routine Salary Adjustments, Slot 29

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

### JP 3 Office's Request:

JP 3 Office's requests approval to grant a salary adjustment to one Juvenile Case Manager (Slot #29). The salary increase is in the amount of \$7,372.77, which translates to a 20.36 percent increase. The specifics of the proposed action are shown below:

<u>Slot #</u>	<u>Title</u>	<u>From</u>	<u>To</u>
29	Juvenile Case Manager	\$36,212.80	\$43,585.57

### Policy:

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

**Issues:**

This action was requested to be reviewed as non-routine at the request of the County Judge. Incumbents are paid out of a separate fund that is reserved for use by all JPs. The fund is reserved to pay for the juvenile case management program, which is designed for early intervention for truant students. In addition to the issue of the collective nature of the fund, there may be differing expectations among the JPs for the qualifications, duties, and pay level of the Juvenile Case Manager job classification.

**Recommendation:**

HRMD does not make formal recommendations on specific personnel actions that are routine under policy. We do believe that further discussion is needed concerning the appropriate use of the Juvenile Case Manager job classification, and are willing to play an active part in that discussion.

8



**JUDGE SUSAN STEEG**  
JUSTICE OF THE PEACE, PRECINCT THREE  
TRAVIS COUNTY

8656-B West Highway 71, Room 100, Austin, Texas 78735

Telephone (512) 854-6763  
Fax No. (512) 854-2197

11 SEP 11 PM 12:31  
PERSONNEL

September 12, 2011

Mr. Todd Osburn  
Compensation Manager  
Travis County Human Resources  
1010 Lavaca Street, 2<sup>nd</sup> Floor  
Austin, Texas 78701

Ms. Diana Ramirez  
Sr. Budget Analyst  
Travis County Planning and Budget  
314 West 11<sup>th</sup> Street, Suite 540  
Austin, Texas 78701

**RE: Juvenile Case Manager Salary Adjustment**

Mr. Osburn and Ms. Ramirez:

Justice of the Peace, Pct. 3 requests a salary adjustment for the juvenile case manager position. Funds are available from the Juvenile Case Manager fund and are available for 2011. The position was filled last spring with a candidate who holds a Master of Social Work degree. Because of the employee's education, experience and outstanding performance since the hire date, I am requesting he be paid 10% over midpoint.

Please let me know if you have any questions or need additional information to process this request.

Thank you for your assistance.

Best regards,

A handwritten signature in cursive script that reads "Susan Steeg".

Judge Susan Steeg  
Justice of the Peace, Precinct Three  
8656-B West Hwy. 71  
Suite 100  
Austin, Texas 78735  
512-854-6763

9



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** David Walch 4-6663, Marvin Brice CPPB

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Contract No. PS110282DW, Rhonda Hohmann, to provide Professional Visitation Services for the Domestic Relations Office.**

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

This agreement is for the provision of professional visitation services for the Domestic Relations Office within the Juvenile Probation Department. Travis County currently has approximately 12 active professional visitation services contracts throughout the Austin area. Each provider is used on an as needed basis according to the specific needs of the youth and parents being referred for these services by the courts.

On August 5, 2008, the Court approved the exemption order for Professional Visitation Services, in order to authorize the Purchasing Office and the Department to enter into contracts with qualified providers as needed. Approval of this contract will add Rhonda Hohmann to the current list of active providers. Travis County will pay \$200.00 per month per family for neutral exchanges, \$100 per hour for supervised visits and will pay a \$25 per parent per hour orientation fee.

Ø **Contract Expenditures:** Within the last 12 months \$0.00 has been spent against this contract/requirement.

Ø **Contract-Related Information:**

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

Award Amount: N/A (as needed)  
Contract Type: Professional Services  
Contract Period: 10/11/11 – 09/30/12 (auto renewal)

Ø **Funding Information:**

- Purchase Requisition in H.T.E.: N/A (as needed basis)
- Funding Account(s): 001-4560-4099
- Comments: This is an as-needed contract.

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

**PROFESSIONAL SERVICES  
CONTRACT**

**BETWEEN**

**TRAVIS COUNTY**

**AND**

**Rhonda Hohmann**

**FOR**

**PROFESSIONAL VISITATION SERVICES**

**CONTRACT NO. PS110282DW**



**Travis County Purchasing Office**

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STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT  
FOR VISITATION SERVICES**

**This Agreement** is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Rhonda Hohmann, the "CONTRACTOR".

**WHEREAS**, COUNTY desires to obtain the services of a qualified individual or organization to provide professional visitation services for the Travis County Domestic Relations Office, a division of the Travis County Juvenile Probation Department and;

**WHEREAS**, CONTRACTOR has the professional ability and expertise, and the necessary professional degrees and licenses to provide the services,

**NOW, THEREFORE**, COUNTY and CONTRACTOR agree as follows:

**1.0 DEFINITIONS**

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.4 "Parties" mean Travis County and Rhonda Hohmann.
- 1.5 "Is doing business" and "has done business" mean:
  - 1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,
  - 1.5.2 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;
  - 1.5.3 **but does not include**
    - 1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,
    - 1.5.3.2 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

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.

1.7 "DIRECTOR" means the Director of the Travis County Domestic Relations Office or designee.

1.8 "Client" means a person who is referred by the Travis County Domestic Relations Office or by the District Court to CONTRACTOR for visitation services.

## 2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2012, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

2.3 Termination. Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

## 3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and her best professional judgment.

3.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

3.4 Civil Rights/ADA Compliance. CONTRACTOR shall provide all services and activities pursuant to this Agreement in compliance with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933].

3.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

3.6 Payment of Property Taxes. CONTRACTOR warrants that CONTRACTOR is not currently delinquent in payment of property taxes to the Travis County Tax Assessor Collector.

3.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment C, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, 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 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.

3.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about the persons who will be performing the services and their qualifications and that any other person except staff must be approved by COMMISSIONERS COURT before providing services under this Agreement. CONTRACTOR warrants that all work done will be done by the employees or members of CONTRACTOR that are presented as performing the services in CONTRACTOR'S proposal.

3.11 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent professional in Travis County, Texas would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.12 CONTRACTOR warrants that CONTRACTOR is a duly qualified, capable business entity, that CONTRACTOR is not in receivership and does not contemplate going into receivership, and has not filed for Bankruptcy protection and does not contemplate it.

3.13 Duty to Report. CONTRACTOR shall ensure that suspected or alleged cases of child abuse or exploitation or neglect of clients served under this Agreement are immediately reported to the Director and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees, interns,

volunteers, subcontractors, agents, and consultants are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.14 Duty to Disclose Information. CONTRACTOR has an affirmative duty under this Agreement to promptly ascertain and disclose in sufficient detail all of the following information to Director:

3.14.1 Any and all licensure complaints and any corrective action required by any of CONTRACTOR'S licensing authorities or funding entities.

3.13.2 Any arrest of any employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR.

3.14.3 Any finding of "Reason to Believe" by a state regulatory agency in a child abuse, neglect and exploitation investigation where an employee, intern, volunteer, subcontractor, agent and/or consultant of CONTRACTOR was the alleged or designated perpetrator.

3.15 Criminal Background Checks. CONTRACTOR agrees to perform a criminal background check on themselves and any of CONTRACTOR'S employees, interns, volunteers, subcontractors, agents and/or consultants that provide services pursuant to this Agreement and to promptly provide a copy of the criminal background check to the Travis County Domestic Relations Office.

3.16 Reporting of abuse, neglect or exploitation. CONTRACTOR hereby represents and warrants that all of its employees, interns, volunteers, subcontractors, agents and/or consultants will be properly trained in the requirements to report allegations or incidents of abuse, exploitation or neglect of a juvenile when providing services under this Agreement.

3.17 CONTRACTOR shall comply with the requirements to provide visitation services as promulgated by the Travis County District Courts described in the Travis County Standards and Guidelines Neutral Drop-Off, Pick Up and Supervised Visitation Services dated February 21, 2001 set forth as Attachment F to this Agreement, which is expressly incorporated herein and made a part hereof.

3.18 CONTRACTOR shall cooperate fully with any financial or programmatic monitoring of CONTRACTOR by COUNTY.

3.19 Program Reports. CONTRACTOR shall provide DIRECTOR such descriptive information on referred participants and provided services as requested on forms approved by DIRECTOR. These reports shall be submitted by the tenth (10) day of each month.

3.20 Financial Reports. CONTRACTOR shall provide DIRECTOR such financial information pertaining to the cost and expenses of this Agreement as designated by DIRECTOR in support of CONTRACTOR's monthly invoice.

3.21 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding \$100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in

this transaction by any federal department or agency. The Contractor shall include the certification requirement (Attachment E) in all subcontracts to this contract that exceed \$100,000.00

#### 4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the services described in Attachment A, Scope of Services, and CONTRACTOR's compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Schedule which is attached hereto as Attachment B and made a part hereof.

4.1.1 Not to exceed amount: NA-As needed Basis

4.1.2 Additional Fees: None.

4.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code

4.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 4.4.1 The contract Reference Number,
- 4.4.2 Invoice date,
- 4.4.2 Invoice number.
- 4.4.3 The month, date and year of service.
- 4.4.4 The total amount being requested.
- 4.4.5 The monthly reports required by this Agreement.

Original invoices shall be sent to: Travis County Domestic Relations Office, PO Box 1495, Austin, and Texas 78767 or faxed to 512-854-6625.

4.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor 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:

4.8.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

4.8.1.2 the debt is paid.

4.8.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

4.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

4.9 Period of Services. COUNTY shall not be liable for costs incurred or performances rendered by CONTRACTOR before or after the term of this Agreement.

4.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

4.11 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of COUNTY, COUNTY may terminate this Contract after giving CONTRACTOR 20 days written notice that this Contract is terminated due to the failure to fund it.

4.12 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to refer any client to CONTRACTOR for services under this Agreement and this Agreement shall not be so construed.

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Case Records. The CONTRACTOR agrees to maintain neutral documentation on each family as outlined in Attachment A, Travis County Standards and Guidelines Neutral Drop-Off, Pick Up and Supervised Visitation Services dated February 21, 2001 and provide Travis County Domestic Relations access to all records in regard to visitation services.

5.2 **Confidentiality.** CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to visitation services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information.

5.3 CONTRACTOR agrees to inform clients served under this Agreement that he or she may not have a privilege of confidentiality that protects him or her from the CONTRACTOR producing client records requested by the Court, or by another party as part of a Court proceeding.

5.4 **Records Maintenance.** CONTRACTOR shall create, maintain, and retain, and shall make reasonably available to COUNTY, all necessary and appropriate records, information, and documentation (including all accounting records) relating to services provided under the terms of this Agreement for a period of three (3) years after the provision of the services, or until any litigation concerning any of the services has been satisfactorily resolved, whichever occurs later. CONTRACTOR shall provide copies of such records to COUNTY upon written request to CONTRACTOR at a cost mutually agreed to by COUNTY and CONTRACTOR

5.5 **Access to Records.** COUNTY or its duly authorized representatives shall have access to any and all records, information and documentation of CONTRACTOR, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR shall maintain the records, information, and documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

5.6 **Right to Contractual Material.** All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

## 6.0 **AMENDMENTS / MODIFICATIONS**

6.1 **General.** Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be in writing and signed by each party. **IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY COMMISSIONERS COURT.**

6.2 **Requests for Changes.** CONTRACTOR shall submit all requests for changes to the terms of this Agreement or any attachment to it to the DIRECTOR with a copy to the Purchasing Agent.

6.3 **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.

## 7.0 OTHER PROVISIONS:

7.1 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, 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.

7.2 Copyrights, Patents & Licenses. CONTRACTOR represents and warrants that (i) all applicable copyrights, patents, licenses, and other proprietary or intellectual property rights which may exist on materials used in this Agreement have been adhered to and (ii) the County shall not be liable for any infringement of those rights and any rights granted to the County shall apply for the duration of this Agreement. Consultant shall indemnify the County, its officers, agents, and employees from all claims, losses, damages, causes of action, and liability of every kind including expenses of litigation, court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses, or copyrights applicable to materials used in this Agreement.

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; 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 herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.4 Suspension. If CONTRACTOR fails to comply with any provision herein, COUNTY may, upon written notification to CONTRACTOR, suspend this Agreement in whole or in part and withhold further payments to CONTRACTOR, until CONTRACTOR is in compliance with the terms of this Agreement or this Agreement is terminated as provided herein.

### 7.5 Non-Waiver of Default

7.5.1 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

7.5.3 No payment, act or omission by COUNTY may constitute or be construed as a waiver of any breach or default of CONTRACTOR which then exists or may subsequently exist.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.7 Entire Agreement

7.7.1 All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.7.2 Attachments. The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by CONTRACTOR in accordance with all the provisions of this Agreement.

- 7.7.2.1 Attachment A – Scope of Services & Performance Measures
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:  
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts
- 7.7.2.6 Attachment F – Travis County Standards and Guidelines Neutral Drop-Off, Pick Up and Supervised Visitation Services dated February 21, 2001

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement 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 herein specified.

7.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

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

Scott M. Doyal  
Director, Travis County Domestic Relations Office  
P.O. Box 1748  
Austin, Texas 78767

**7.8.3 Contractor Address.** The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Rhonda Hohmann  
302 E. Valley, Suite 5  
Georgetown, Texas 78626  
(512) 639-9524

**7.9 Change of Address.** Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

**7.10** The DIRECTOR or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The DIRECTOR shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The DIRECTOR may designate representatives to transmit instructions and receive information.

**7.11 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, 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 Executive Manager 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 Executive Manager. 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.

7.12 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.13 Governing Law. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

7.13.1 Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.

7.13.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County.

7.13.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

7.14 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

7.15 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

7.16 Survival. Conditions and covenants of this Agreement which by their terms are performable after the termination, expiration, or end of this Agreement shall survive such termination, expiration, or end and remain fully performable.

7.17 Interpretational Guidelines

7.17.1 Computation of Time. When any period of time is stated in this Agreement, 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.

7.17.2 Number and Gender. Words of any gender in this Agreement 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 Agreement clearly requires otherwise.

7.17.3 Headings. The headings at the beginning of the various provisions of this Agreement 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 Agreement.

7.17.4 Contract/Agreement. As used in this document, the terms "Contract" and "Agreement" are synonymous.

7.18 Conflict of Interest Questionnaire:

If required by Chapter 176, Texas Local Government Code, the Consultant shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Consultant shall update this Questionnaire by September 1 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 a submitted Questionnaire becomes incomplete or inaccurate, the Consultant shall submit an updated Questionnaire. The Consultant should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

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

DUPLICATE ORIGINALS

This Agreement will be executed in duplicate originals and be effective when executed by both parties.

**Rhonda Hohmann**

**Travis County**



\_\_\_\_\_  
By: Samuel T. Biscoe  
Travis County Judge

By: Rhonda Hohmann  
Name and Title (Printed)

Date: 09/07/11

Date: \_\_\_\_\_

Approved as to Legal Form By: \_\_\_\_\_

Assistant County Attorney

Approved by Purchasing: \_\_\_\_\_

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

**ATTACHMENT A**  
**SCOPE OF SERVICES & PERFORMANCE MEASURES**

The purpose of visitation services is to allow children time with both parents in a manner that is safe, neutral and conflict-free. The provision of these services must comply with all the standards and guidelines, including those related to the keeping of records, detailed in the Travis County Standards and Guidelines Neutral Drop-Off, Pick Up and Supervised Visitation Services dated February 21, 2001. (Attachment A)

**Neutral/neutrality** as used in the context of visitation services means maintaining an unbiased, objective, and balanced environment, and when providing the service, not taking a position between the parents in providing the service. Providing service in a neutral manner is intended to ensure respect for all individuals in their capacity as parents and to protect children who are attempting to remain in contact with their parents. Being neutral does not mean providers disregard behaviors such as abuse or violence of any kind.

**No recommendation** statement of a professional opinion concerning future visitation arrangements and/or child custody determination is allowed.

Court ordered or referred visitation is intended to take place as soon as practicable. The services are intended so that children can have and maintain a relationship with both parents. In addition, compliance with ordered or referred visitation may be helpful to the Court or to Domestic Relations in future decisions concerning possession and access.

**Basic Services:**

1. **Neutral Exchanges** - Neutral exchange is supervision of the transfer of a child from the custodial to the non-custodial parent at the start of the parent/child contact and back to the custodial parent at the end of the contact. The supervision is limited to the exchanges, with the remainder of the non-custodial parent/child contact unsupervised. Parents use the provider as a site for neutral drop off and pick up of children according to their court order or according to a referral from Domestic Relations. The custodial parent drops off the child(ren) at the appointed time and leaves the premises. The non-custodial parent picks up the child(ren) 15 minutes later. The same procedure is used when the non-custodial parent leaves the child(ren) and the custodial parent picks up. Most exchanges are done on Wednesday, Thursday, Friday and Sunday evenings but can vary according to holidays, schedules or orders of the court or referrals from Domestic Relations. Attachment A, the "Travis County Standards and Guidelines Neutral Drop-Off, Pick Up and Supervised Visitation Services" dated February 21, 2001, offers a procedure or the Offeror may propose another alternative.
2. **Supervised Visitation** - Supervised visitation is parent/child contact overseen by a third party in which the only focus is the protection and safety of the child and adult participants. Parents use the provider as a site to spend time with their child(ren) at the premises of the provider with a visitation supervisor present. The supervisor observes the visitation, may correct inappropriate behaviors and records their neutral observations in the case file.
3. **Therapeutic Visitation** - Therapeutic supervision is conjoint parent-child therapy conducted by a licensed or certified mental health professional. Parents use this to spend time with their child(ren) at the premises of the provider while a supervisor is actively involved in promoting behavioral change in parent/child relationships. This type of supervision combines the functions of observing contacts between adults and children, seeking to provide safety and therapeutic intervention.

### **Target Population and Referral Process**

Family law litigants are referred directly from the District Courts by court order or by the Travis County Domestic Relations Office.

Families referred by the Travis County Domestic Relations Office may have their fees paid for by the Domestic Relations. The families may be referred by the following:

1. Court order
2. Domestic Relations Office Guardian ad litem referral  
*Definition* - Guardian ad litem is a trained professional appointed by the Court to represent the best interests of a child in family litigation. (Most Guardians ad litem in Travis County work for the Travis County Domestic Relations Office)
3. Domestic Relations Office Visitation Enforcement Program referral
4. Other

### **PROGRAM PERFORMANCE MEASURES**

The performance of Contractor in achieving the goals of the Visitation Services will be determined by the Contractor's satisfactory delivery of the services in accordance with these contract terms and conditions including the scope of services.

Contractor shall maintain neutral documentation on each family as outlined in Attachment A, Travis County Standards and Guidelines Neutral Drop-Off, Pick Up and Supervised Visitation Services dated February 21, 2001. Contractor shall provide Travis County Domestic Relations Office a monthly report, due by the 10<sup>th</sup> day of the month following. This monthly report shall include such descriptive information on referred participants and services provided as requested on forms provided by the Domestic Relations Office.

**ATTACHMENT B**  
**FEE SCHEDULE**

For and in consideration of full and satisfactory performance of the services and activities described in the Scope of Services Attachment A, Travis County shall pay Contractor at a rate of:

ITEM	Description	Unit
<u>1.Neutral Exchanges</u>	Neutral exchange is supervision of the transfer of a child from the custodial to the non-custodial parent at the start of the parent/child contact and back to the custodial parent at the end of the contact. The supervision is limited to the exchanges, with the remainder of the non-custodial parent/child contact unsupervised. Parents use the provider as a site for neutral drop off and pick up of children according to their court order or according to a referral from Domestic Relations. The custodial parent drops off the child (ren) at the appointed time and leaves the premises. The non-custodial parent picks up the child (ren) 15 minutes later. The same procedure is used when the non-custodial parent leaves the child (ren) and the custodial parent picks up. Most exchanges are done on Wednesday, Thursday, Friday and Sunday evenings but can vary according to holidays, schedules or orders of the court or referrals from Domestic Relations. Attachment A, the "Travis County Standards and Guidelines Neutral Drop-Off, Pick Up and Supervised Visitation Services" dated November 2000. Offer an alternative procedure or the Offeror may propose another alternative.	\$200.00 per family Per month.  <b>NO ORIENTATION FEE</b>
<u>2- Supervised Visits</u>	Supervised visitation is parent/child contact overseen by a third party in whom the only focus is the protection and safety of the child and adult participants. Parents use the provider as a site to spend time with their child (ren) at the premises of the provider with a visitation supervisor present. The supervisor observes the visitation, may correct inappropriate behaviors and records their neutral observations in the case file.	\$100 per hour for supervised visits  <b>\$25 per parent per hour for orientation;</b>
<u>3- Therapeutic Supervision</u>	Therapeutic supervision is conjoint parent-child therapy conducted by a licensed or certified mental health professional. Parents use this to spend time with their child(ren) at the premises of the provider while a supervisor is actively involved in promoting behavioral change in parent/child relationships. This type of supervision combines the functions of observing contacts between adults and children, seeking to provide safety and therapeutic intervention.	\$125 per hour  <b>NO ORIENTATION FEE</b>

**ATTACHMENT C**  
**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:
  - \$500,000\* 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. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
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. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

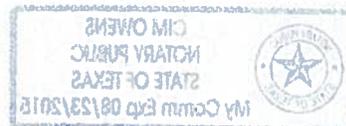
**E. Blanket Crime Policy Insurance**

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, 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 period date.

**EXHIBIT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**August 1, 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 .....	Felicita 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	



**ATTACHMENT D  
ETHICS AFFIDAVIT**

STATE OF TEXAS  
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 09/20/11  
Name of Affiant: Rhonda Hohman  
Title of Affiant: Owner  
Business Name of Proponent: ACCESS Digital Services  
County of Proponent: Williamson/Travis

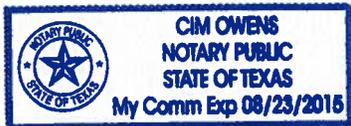
Affiant on oath swears that the following statements are true:

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 "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" 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.

Rhonda Hohman  
Signature of Affiant  
302 E. Valley St., Ste. 5 Georgetown  
Address Texas 78626

SUBSCRIBED AND SWORN TO before me by Rhonda Hohman on 9/20, 2011.

Cim Owens



Notary Public, State of TEXAS

Typed or printed name of notary  
My commission expires: 08/23/2015

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.

### ATTACHMENT E

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

**By signing and submitting this certification, the contractor/potential contractor accepts the following terms:**

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

**Do you have or do you anticipate having subcontractors under this proposed contract?    \_\_\_ YES    \_\_\_ NO**

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor

Vendor I.D. or Social Security No.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature of Authorized Representative    Date

Printed/Typed Name & Title of Authorized Representative

## **ATTACHMENT F**



# **Travis County Standards and Guidelines For Neutral Drop-Off, Pick-Up and Supervised Visitation Services**

**February 21, 2001**

## **Requirements to Provide Visitation Services as Promulgated by the Travis County District Courts**

### **~PURPOSE ~**

The Travis County District Courts may order persons in need of neutral drop-off and pick-up, supervised visitation and therapeutic visitation services to competent service providers in Travis County. An organization or individual interested in offering these services shall meet the Standards and Guidelines promulgated by the Travis County District Courts.

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## **CHAPTER I**

### **PROGRAM ADMINISTRATION**

#### **STRUCTURE OF SERVICES**

##### **Providers**

Neutral drop-off, pick-up or supervised visitation services can be provided by a qualified individual, a qualified independent free-standing agency, or by a qualified sub-division or program of a larger agency. The Independent Provider or governing board is responsible for compliance with these Guidelines.

##### **Advisory Board**

Regardless of whether neutral drop-off, pick-up or supervised visitation services are provided by an independent or larger agency, the Provider shall establish and report to an Advisory Board. In the case of an agency, this may be the governing board or a separate body composed of individuals with knowledge of neutral drop-off, pick-up or supervised visitation issues. It is likely that a Provider of supervised visitation services will benefit from input and support from such a group. In addition, it is crucial that Providers remain focused on their role and quality of service.

##### **Conflicts of Interest**

Neutral drop-off, pick-up or supervised visitation services may be provided by or may be operated by agencies that have other functions. However, the mission of such agencies shall be compatible with neutral drop-off, pick-up or supervised visitation. In an agency whose primary mission is not neutral drop-off, pick-up or visitation services, then these services shall be a separate program within the agency. When these services are provided by an agency whose primary mission is not neutral drop-off, pick-up or supervised visitation, the agency will be responsible for ensuring that staff or persons providing these services are trained and qualified according to these Guidelines and shall mandate the provision of services in conformity with these Guidelines. Because staff must understand the neutrality and confidentiality philosophies and meet these training requirements, caution should be used in mixing staff between the agency's programs, especially between programs offering advocacy services as opposed to therapeutic services.

##### **Insurance**

All Providers of neutral drop-off, pick-up or supervised visitation services shall provide adequate general and liability insurance for staff and families utilizing the services.

##### **Affiliations**

Providers are encouraged to establish affiliations with agencies such as, but not limited to: child mental health clinics, child protective services, legal services, substance abuse counseling and treatment, and batterers treatment and battered victims services which provide services and expertise complementing neutral drop-off, pick-up or supervised visitation.

## **ADMINISTRATIVE FUNCTIONS**

### **Organizational Responsibilities**

The Travis County District Courts are interested in referring clients to organizations that are controlled by a strong and vibrant Board of Directors that holds the Executive Director accountable and exhibits stringent financial controls. An agency receiving court referrals shall be able to provide the following:

- ❖ Clear job descriptions that detail the responsibilities of the Executive Director and staff (if applicable).
- ❖ Written periodic performance reviews of the Executive Director by the Board of Directors (if applicable).
- ❖ Written policies and procedures for the operation of services.
- ❖ Published monthly/yearly financial statements (if applicable).
- ❖ Proof of 501 (c) (3) status (if applicable).
- ❖ An independent financial audit conducted annually (if applicable).
- ❖ Copy of a published sliding scale fee schedule for services that reflects the Travis County economy.
- ❖ Statement of how organization can provide low, or no-cost services, for indigent clients.
- ❖ Written complaint procedure.

### **Resources and Functions**

The Provider's budget, financial viability, competence, and the training and experience of the program staff will largely determine the type of services the Provider can offer and the number of clients who can be assisted. Providers should not overextend themselves, but shall ensure that the services they provide are of high quality. Providers shall identify the type of assistance that is most urgently needed in order to target available resources to the area of greatest need.

### **Parental Responsibility**

- ❖ Responsibility for the care of the child and the child's belongings, subject to any contrary order of the Court, rests with the clients.
- ❖ Prior to the beginning of neutral drop-off, pick-up or supervised visitation, the Provider shall establish a plan about which client has responsibility for ensuring the essentials for the visit are available (i.e. food, medication, clothing, car restraints, etc.). These arrangements shall be noted in the client file.

### **Provider Responsibility**

The Provider will be temporarily responsible for the care of the child:

- ❖ where the child is collected from the Custodial parent (CP) or joint managing conservator (JMC), and taken to the Non-custodial parent (NCP), possibly at a different location,
- ❖ where the Non-custodial parent terminates the visit and leaves before the CP or JMC has arrived to collect the child, or
- ❖ Where the CP or JMC drops off the child and leaves prior to the arrival of the Non-custodial parent.

## FEES

### General Policy

Neutral drop-off, pick-up or supervised visitation shall be available to all that need it. Within the limits of available funding, the Provider is encouraged to make services available to all families regardless of ability to pay. If costs of the service are not otherwise covered, a Provider may charge fees-for-service. The organization shall have a published sliding scale fee schedule for services that reflect the Travis County economy. The organization shall make every effort to provide low or no-cost services for indigent clients.

### Allocation of Fees

If fees are charged, the Provider shall:

- ❖ charge each family fees for the services provided on a sliding scale basis according to ability to pay;
- ❖ apportion fees among the users of the service, unless otherwise agreed on by the users of the service, determined by the referring agency, or ordered by the Court; and
- ❖ have policies and procedures regarding consequences for clients who refuse to pay fees.

### Fees in Cases of Family Violence

- ❖ When there has been a determination that family violence (partner abuse or child abuse) has occurred but the family has been referred without an order that establishes who shall pay the fee, a Provider shall have written guidelines indicating how fees will be allocated. These shall be shown to clients and attorneys as soon as the referral has been made. Providers may select among the following alternatives, as relevant to their service:
  - Require the abuser to pay all fees, or
  - Charge each client according to ability to pay regardless of who committed the abuse.
- ❖ When there are contested allegations of abuse and there is neither an order setting forth how the fees shall be apportioned, nor a determination of whether abuse has occurred, Providers may select among the following alternatives as relevant to their service:
  - Require the alleged abuser to pay the entire fee,
  - Reject the case until a determination about family violence has been made and/or there is a Court order or agency determination that includes the allocation of fees,
  - Send the family back to the Court or referring agency for a determination about the allegation of abuse or an order on the fee, but begin visits pending the response, with each party paying a fee, which is held in escrow until a determination has been made. The alleged abuser shall pay the full fee in escrow; the abused client (or the non-abusive client in the case of child abuse) shall pay that portion of the fee that would be allocated if the fee were split according to ability to pay, or
  - Charge each party according to ability to pay.

## CHAPTER II

### CASE RECORDS, CONFIDENTIALITY, REPORTS TO COURTS AND/OR OTHER REFERRING AGENCIES

#### Client Files

Relevant information shall be recorded during intake and a file shall be created for each family, including at a minimum, the following identifying information on each client:

- ❖ name,
- ❖ date of birth,
- ❖ address,
- ❖ telephone number,
- ❖ referral date,
- ❖ source of referral,
- ❖ reason for referral,
- ❖ arrangements for supervised contact,
- ❖ lawyers name, address and phone number,
- ❖ other agencies involved (if applicable),
- ❖ any authorized persons.

#### Records of Visits

A Provider shall also maintain a record of each contact (Observation Notes) which includes at a minimum:

- ❖ identifying client information,
- ❖ a means of identifying staff who provided visit supervision,
- ❖ the date, time and duration of contact,
- ❖ who attended (e.g. authorized person),
- ❖ account of critical incidents,
- ❖ summary of activities during visit,
- ❖ comments, requests made by children and/or clients, and
- ❖ interventions made during the contact including early termination of the visit with the reason for the intervention.

Either as part of the Conditions for Participation or in a separate document, for each family, the Provider shall document the frequency, duration, number of supervised visits (if known); and any special conditions applying to the visits.

#### Statistics

Statistics shall be kept for evaluation and monitoring, and to account to funding sources, as per the statistical requirements of the individual funding entity. Statistical reports shall not compromise client confidentiality.

### **Completeness of Records**

Written standards shall be established by the Provider to include but not be limited to the following:

- ❖ all contacts in person, by telephone or correspondence concerning each family,
- ❖ contacts with the clients and child(ren),
- ❖ contacts with the court,
- ❖ contacts with attorneys,
- ❖ contacts with health Providers, and
- ❖ contacts with referring agencies.

All contacts shall be documented in the client file. Entries shall be dated and signed by the person recording the entry.

### **CONFIDENTIALITY**

#### **Safety Concerns**

Identifying information, including addresses, telephone numbers, schools, and places of work, shall be kept confidential to prevent unintentionally revealing where any victim of family violence, works or goes to school. This can be done with separate files for children and each client, but Providers may submit an alternative plan to maintain confidentiality.

#### **Protection of Supervisor's Identity**

Some Providers will choose to protect the identity of staff or volunteer Visit Supervisors. In this case, there shall be procedures so that a Provider can determine on the records of visits, who provided the supervision of each visit.

#### **No Privilege of Confidentiality, Subpoenas**

Unlike clients of lawyers, clients of Supervised Visitation Programs do not have a privilege of confidentiality that protects them from producing client records requested by the Court, or by another party as part of a Court proceeding. By requesting the Court to issue a "subpoena", any client may require a Provider to grant the client all records and/or require that a Provider come to a Court proceeding and bring the records.

Subpoenas follow different rules in different jurisdictions. It is recommended that Providers have access to a legal consultant in cases where they are subpoenaed and required to become involved in a Court proceeding.

#### **Confidentiality That Can Be Offered/ Exceptions**

Even though a Provider cannot stop a legal demand to produce records as part of a Court proceeding, a Provider can and shall commit to keep records confidential in all other situations. Whenever possible, Providers of Supervised Visitation shall maintain confidentiality and refuse to release information without the permission of the client, with the following exceptions:

- A) At intake, Providers shall obtain consent for release of information from clients for the requests stated in B) and C).
- B) Providers shall respond to requests from referring agencies for factual information about the participation of clients in Supervised Visitation, including the number and duration of contacts, what occurred during contacts, and the need, if any for interventions and/or termination of visits.
- C) Providers shall respond to requests for information from court-appointed evaluators, Guardians ad litem and/or a psychotherapist treating a child whose contacts with a client are supervised.
- D) Providers, as required by law, shall report evidence of child abuse to the appropriate state agency. Providers shall inform clients of their obligation and commitment to report.

**Client's Review of Records**

Client files are available only by subpoena. In family violence and sexual abuse cases, information about where a parent or child lives, works or goes to school shall be kept confidential.

**Copies of Records for Attorneys in Preparation for Litigation**

Upon presentation of a subpoena or client release, Providers shall allow an attorney, a Guardian ad litem or a parent to examine or obtain a copy of his/her client's records in preparation for a court proceeding.

**Requests to Observe a Supervised Visit**

A Provider may be asked to permit observation of a client and child(ren) during a supervised visit by a mental health professional appointed by the Court to evaluate a family. The observer shall bring some form of identification to the visit. **Visitation centers shall not become assessment facilities.** A Provider may permit such observation if:

- ❖ The observation is requested/ordered by the Court; or
- ❖ Both clients agree to allow the observation.

**The observation shall not:**

- ❖ Unduly interfere with the operation of the supervised visitation service,
- ❖ Violate the confidentiality of other clients, and
- ❖ Prove upsetting to the child.

## **REPORTS TO COURTS AND/OR OTHER REFERRING AGENCIES**

### **Factual Reports**

Providers can best serve their clients and the public by providing clear factual reports. *A Provider shall not provide a report that expresses opinions, and specifically an opinion about the appropriate future course of access between a child and a client who have been supervised by the Provider, unless the report is prepared by a qualified person and requested by a guardian ad litem or by a court order in preparation for a subpoenaed appearance in court.* In cases of reunification, Providers may be required by the court to make future visitation recommendations. Providers shall have adequately trained staff to report to the court when subpoenaed or requested to do so by the court.

### **Cautionary Note on All Reports or Observation Notes**

When submitting any reports or copies of Observation Notes, a Provider shall include a clear introductory notice stating the context in which the observations occurred and the need for caution in making decisions about future adult-child access based solely on these reports or notes. The following is sample language that may be used:

*This report is based on observation notes that have been prepared by volunteer observers in training, as well as by paraprofessional and professional staff. Observers are instructed to record what happens during parent-child contacts and may not include opinions and judgments. (Name of Provider) does not provide evaluations of the families who use the program's services or make recommendations about future arrangements for parent-child access.*

*The observations are of parent-child contacts that have occurred in a structured and protected setting. No prediction is intended about how contacts between the same parent(s) and child(ren) might occur in a less protected setting and without supervision. The users of these observations in making such predictions should exercise care.*

## CHAPTER III OPERATIONS

### SCOPE OF SERVICES

#### Services

Providers shall offer only those services for which their staff is adequately trained. Services provided by a supervised visitation and exchange program may include:

- ❖ On-site supervision
- ❖ Off-site supervision
- ❖ Exchange monitoring
- ❖ Therapeutic supervision
- ❖ Telephone monitoring
- ❖ Transportation to and from visits
- ❖ Recording observations of visits
- ❖ Reports (factual)
- ❖ Referrals to other services
- ❖ Facilitation of client communication and/or scheduling changes

#### Evaluations

Under these Guidelines, ***Providers shall not perform evaluations or make custody recommendations.*** In order to preserve the objectivity of the visitation setting, different people shall perform the function of supervising parent-child contacts and the function of evaluating those contacts. This is particularly true where supervised visitation continues over an extended period.

A Provider shall be subpoenaed or be directly requested by the Guardian ad Litem or court to make a recommendation. In that situation the Provider shall make statements of opinion about a family member or the contact between a child and adult **ONLY IF:**

- ❖ the Provider is specially trained to provide an evaluation of the type requested, **AND**
- ❖ the Provider informs both clients that the evaluation is occurring, **AND**
- ❖ the Provider follows procedures generally accepted as adequate for an evaluation.

Recommendations affecting visitation arrangements in cases with a history of family violence or sexual assault will not be made without a full custody evaluation by a qualified Guardian ad Litem appointed by the court. This section does not apply to cases litigated by the Department of Protective & Regulatory Services.

## **Therapeutic Supervision**

Therapeutic supervision, combining the functions of observing contacts between adult(s) and child(ren), seeking to provide safety and therapeutic intervention, shall be provided only by a mental health professional licensed by the State of Texas. Providers may offer internship programs leading toward a mental health professional license or certificate. Interns shall be under the direct supervision of a licensed or certified mental health professional.

## **INTAKE**

### **Face-to-Face Interviews**

A Provider shall conduct a face-to-face interview with each of the clients and separately with the child(ren) before services are offered. After interviewing the clients, the Provider shall provide children with an orientation before services begin. Children should never be present during the intake interviews with the clients. Clients should be interviewed separately and at different times, so that they do not come into contact with each other.

### **Intake Information**

Whether or not family violence has been identified as an issue in the referral, a Provider shall routinely assess during the intake process whether there has been a history of family violence or sexual abuse.

Both clients should make available to the Provider all protective orders. The special conditions imposed by any current protective order shall be reviewed with each client. Each client should indicate his/her understanding and acceptance of the rules, by signing them in the presence of the staff person conducting intake.

### **Necessary Intake/Referral Information**

A Provider shall obtain all relevant information about the person(s) being referred, including specifically:

- ❖ a copy of the court order
- ❖ reasons for supervision of visits
- ❖ type of service requested (i.e. one-on-one supervision, exchange monitoring, off-site supervision)
- ❖ the requested frequency of visits
- ❖ the arrangements for payment of fees, if any, including apportionment among the person(s) referred
- ❖ special needs of the child(ren), and
- ❖ any information concerning family violence or sexual abuse.

A Provider may send a family that is referred with inadequate information back to the referring agency or may continue to gather the necessary information during the intake process.

### **Preparing Children For Visits**

The child(ren) may be informed, according to age and stage of development, about the purpose of the supervised visits and the arrangements for the visits, i.e., frequency, duration, procedures and safety. Children shall be oriented to the setting, introduced to the staff and reassured that the staff will be available to him/her during the visit. When supervised visits or exchanges will occur on-site, the child(ren) shall have the opportunity to visit the site before the first visit and an opportunity to meet the visit supervisor before the first visit.

### Inviting Others to the Visit

During intake or prior to a visit, the clients shall specify who will be included in the supervised visits. Only those visitors agreed upon by both clients or specified by court order shall be permitted to attend a supervised visit. The Non-Custodial Parent (NCP), Possessory Conservator (PC) or Joint Managing Conservator (JMC) without primary custody and control, shall ensure that authorized visitors understand the "Conditions for Participation" and are prepared to abide by them.

### CHECKLIST OF INFORMATION TO BE GATHERED DURING INTAKE

At a minimum, the following information shall be requested during intake with each of the parties:

- Name, address and telephone number  
**( THIS INFORMATION SHALL BE KEPT CONFIDENTIAL )**
- Names and ages of child(ren)
- Copies of current relevant Court orders (including Protective Order or agreements signed by both parties)
- Court proceedings in progress; upcoming court dates; criminal actions pending against either client; prior Protective Order(s)
- Information regarding any previous supervised visitation arrangements
- Details of the reasons for the request for supervised visits or exchanges
- Risk factors, including risk of abduction and details of family violence

**NOTE: This item is required information.**

- History of parental dysfunction, including mental illness, developmental delay, or substance abuse (specify substances)
- Concerns about issues that may arise during visits or exchanges with the child(ren)
- Requests for special restrictions during visits (e.g., no photographs, close attention to negative statements)
- Information on practical arrangements for visits, such as diet, medication, toileting, and clothing
- Details for scheduling visits, such as where, when, who can visit and /or duration of visit
- Information on prior or current evaluations relevant to visitation
- Releases of information for contact with referring agency, relevant therapists, court appointed evaluators, attorneys, and others
- Information adequate to set and/or apportion fees, if not already determined by Court or referring agency

## CHECKLIST OF INFORMATION TO PROVIDE DURING INTAKE

The following information shall be provided to parties in writing during Intake and a copy signed by each party kept in the client file.

- ❖ The Provider shall explain that Provider maintains a stance of neutrality between the CP and NCP. ***Maintaining neutrality does not, however, mean that the Provider shall accept or condone prior or current behavior of any family member that has been abusive or harmful.*** Instead, the principle of neutrality is intended to convey respect for the potential importance of each parent to his/her child(ren) and to make the Provider staff and place of business a safe place for the child(ren), where contact with the NCP involves as little conflict of loyalty for the child as possible.
- ❖ Describe records kept by the Provider, reports that may be provided to referring agency or others, confidentiality and the limits of confidentiality.
- ❖ Explain communication the Provider will have about the family with others, including therapists and the referring agency.
- ❖ Explain the steps the Provider can and will take to promote the safety and welfare of the child.
- ❖ Explain that the use of the service is not a right, and that the Provider can decline to continue providing services. Explain the reasons, which may include the Provider's judgment that continued contacts present unacceptable risks, that a client has failed to comply with the Conditions for Participation, or that a child appears significantly distressed by the contacts.
- ❖ Review the Conditions for Participation and provide each client with a signed copy.
- ❖ Provide information on fees that will be charged, including fees for cancelled sessions and any special fees, i.e., for preparation of reports or appearance of staff at Court proceedings.
- ❖ Explain how to prepare a child for the supervised visits or exchanges and how the Provider will assist.
- ❖ Provide information regarding office hours and availability of staff outside of visiting hours.
- ❖ Provide intake form addressing rules and regulations to each client. The original form stays in the case file.

## CONDITIONS/RULES FOR PARTICIPATION IN THE SUPERVISED VISITATION PROGRAM

Conditions/Rules shall be provided to each client in writing and explained before visits begin. Each client should indicate his/her understanding and acceptance of the rules by signing them in the presence of the staff person conducting the intake interview.

The Conditions for Participation in the Supervised Visitation Program shall include, but are not limited to the following:

- ❖ Clients shall arrive punctually at the arranged times for the start and end times of the visits.
- ❖ Except in an unavoidable emergency (such as sudden illness, or accident), the relevant client will inform the service as soon as possible, and at least 24 hours in advance, if a visit must be cancelled. The Provider shall notify the other client that the visit has been cancelled. (A Provider may require medical verification if there are repeated incidents of sudden illness.)

- ❖ Unless there has been a specific agreement and a court order allows contact, clients agree that they (and, if applicable, authorized persons approved for inclusion in supervised visits) will remain separate, physically and visually.
- ❖ Arrivals of the Non-custodial and Custodial parent will be at different times.
- ❖ At the end of the visit, the NCP and CP will have different departure times so that they may avoid contact with each other.
- ❖ Clients will obtain appropriate authorization before bringing an additional visitor.
- ❖ No participant in the neutral drop-off, pick-up or supervised visitation program may follow or harass another party before or after a scheduled supervised visit.
- ❖ Clients may not bring weapons or dangerous implements of any kind. Security staff has a right to search clients for weapons.
- ❖ Clients in the neutral drop-off, pick-up or supervised visitation program may not use illegal substances or alcohol before or during supervised visits or exchanges. Provider may test for drugs or alcohol as specified in the court order.
- ❖ No client may make any threat of violence or threat to violate any court order during a supervised visit or exchange, including the transitions before and after the visit.
- ❖ No client may commit any violent act or violate any court order during a supervised visit or exchange, including the transitions before and after the visit or exchange.
- ❖ No adult may physically discipline, or threaten to physically discipline a child during supervised visitation or exchange whether the locale of the visit is on- or off-site.
- ❖ Neither client may make negative comments to a visiting child about the other client, his/her partners or family members.
- ❖ Neither client shall ask a child or staff member to deliver support payments or legal documents to the other client.
- ❖ In cases with an active protective order, neither client may take photographs or make audio or visual recordings onoff-site, during supervised visitation or exchanges without prior approval of the child, the other client and the Provider, or court order.

## **DECLINING REFERRALS**

### **Declining Cases**

A Provider shall review the services requested by the referring agency and determine if the Provider can provide those services. If a referring agency requests services, such as evaluation, which the Provider cannot or is not trained to provide, or if there are security risks which the Provider cannot appropriately manage, then the Provider shall notify the referring agency and decline the referral, stating the reason(s).

### **Declining Unsafe Cases**

Resources and security needs will affect the decisions about the type of cases a Provider will accept. A Provider shall refuse to accept any case if the Provider cannot reasonably ensure the safety of the child(ren) and adults. Specifically, where there is risk of parental abduction or violence, a Provider shall not provide services if a family appears too volatile, if the staff is not adequately trained to manage the situation, or if the facilities are not adequately secure. Providers shall furnish the court with a clear set of criteria regarding appropriate referrals.

A Provider shall have procedures for arrival and departure of clients so that contact between them does not occur. Specifically, the following arrangement or some appropriate variation shall be used:

#### **Option A**

The NCP should arrive at least 15 minutes before the visit and be taken to a space visually separate from where the CP will arrive.

The CP should arrive with the child at the time of the visit. The CP should leave first, and the NCP should remain at the site for at least 15 minutes.

To reduce risk, it may be appropriate, after the child(ren) has/have arrived for the visit, according to the above procedure, to have the NCP and child(ren) remain at the exchange location for a further 15 minutes while the CP leaves.

At the end of the visit, it may be appropriate to have the non-custodial parent and child(ren) return to the site 15 minutes before the end of the visit, so the CP can arrive with a lowered risk of contact with the NCP.

#### **Option B**

NOTE: Option B is not allowed for cases with family violence or sexual abuse history.

The CP and child should arrive at least 15 minutes before the visit. The CP should then go to a designated area or leave the premises. This allows the child to have a 15 minute transitional, tension-free period between parents, giving him/her the opportunity to play and talk with staff.

The NCP should arrive promptly at the designated visiting time.

To reduce risk, it may be appropriate, after the child(ren) has/have arrived that the CP remain in a designated area separate from the exchange area until 15 minutes after the NCP has picked up the child(ren).

Non-custodial parents shall leave the premises upon completion of supervision or return exchange.

#### **Option C**

Provider may submit an alternative plan that demonstrates adequate security procedures.

## **INTERVENTIONS DURING AND TERMINATION OF SUPERVISED VISITS OR EXCHANGES**

### **Intervention**

In addition to interventions specified elsewhere in these guidelines, a supervisor may stop any visit during which:

- ❖ a child becomes acutely distressed,
- ❖ the supervisor considers that the child is in a situation of possible emotional or physical risk,
- ❖ the client acts in an inappropriate manner towards the child, staff or others present, or
- ❖ the client becomes distressed and is unable to regain emotional control.

Depending on the child's reaction and the supervisor's assessment, the visit or exchange may be temporarily interrupted, with the visit resuming when the child or client has calmed, or the visit may be ended entirely. Terminating an individual visit or exchange does not necessarily mean that services for the family will be stopped permanently.

### **Termination of Services**

A Provider may decide to terminate services for the following reasons:

- ❖ Safety or other issues cannot effectively be addressed by the Provider
- ❖ The case places an excessive demand on the Provider's resources
- ❖ One or both clients failed to comply with the Conditions for Participation in the program
- ❖ Failure to pay fees as ordered or agreed, and/or
- ❖ Clients agree that they can manage visits without assistance unless a court order, including a protective order, prohibits such agreement.

### **Procedure for Termination**

When termination of services is being considered, the Provider shall advise the clients separately about the issues. Once a decision has been made, both clients shall be advised of the reason(s) for termination. These reasons shall be confirmed in writing to both clients and the referral source. At times it is appropriate for the Provider to document a warning of termination in written form to both clients, with explanations for why services may be terminated.

## **Chapter IV**

### **FACILITIES**

#### **PREMISES**

- ❖ On-site services shall be provided in a building accessible by public transportation and to the handicapped.
- ❖ Premises shall be suitable for the age of the children and the degree of supervision required.
- ❖ Waiting areas shall be located so that a waiting client cannot be seen by a client entering the facility and so that a waiting client cannot hear or see a visit in progress.
- ❖ If separate waiting areas are not provided, the timing of clients arrival shall prohibit interaction. (See Appendix A)
- ❖ Premises, including parking areas, shall be safe and secure.

#### **HOURS OF OPERATION**

- ❖ Hours of operation will depend on the resources of the Provider and the types of cases the Provider accepts.
- ❖ Hours for providing services shall include evening and weekend hours.
- ❖ Though services may be provided evenings and weekends, a Provider shall be available by telephone at other times.

#### **SECURITY POLICY**

A Provider shall have written security policies that provides protection to all clients in a program. Security procedures shall be applied equally for all clients, staff and volunteers.

#### **Reasonable Security**

A Provider shall take reasonable precautions and provide security measures outlined in these guidelines. However, a Provider cannot absolutely guarantee the safety of all clients. The adults involved remain responsible for their own actions.

*NOTE: This section is required for Providers handling family violence cases but if these specifics are not possible, the Provider shall submit a plan addressing these safety concerns.*

Security arrangements shall include, but are not limited to:

- ❖ layout of premises shall physically and visually separate clients,
- ❖ scheduling arrival and departure of clients should prohibit contact,
- ❖ presence of security personnel,
- ❖ use of a metal detector, if available to the Provider, and
- ❖ relationship with local Police Department.

The Provider shall inform the local Police Department of the existence of its service. If applicable to the community, a Provider shall seek to establish a written protocol with the Police that describes what assistance and responses the Provider can expect from the Police, including the priority Police will accord to requests for assistance from the program while the service is operating.

### **Additional Administrative Security Procedures**

- ❖ Intake and case review process.
- ❖ Staff orientation and ongoing in-service training.
- ❖ Periodic review and evaluation of security arrangements, policies and procedures.

### **Clinical Screening and Client Relationship**

Specific security procedures and equipment shall not be a substitute for careful clinical screening of the security risk of each family or for maintaining a relationship with clients which will reduce risk. Providers shall maintain policy/procedures to assess risk.

### **Security for Providers**

Providers of services shall either provide security measures described above or should not accept referrals of cases where there is a high risk of violence, parental abduction, or a risk of violence between the clients.

### **Security in Off-site Supervision**

Since metal detectors, security personnel, and the protection of a secure facility are not available in off-site supervision, Providers must be very cautious in assessing the risks involved in providing services off-site.

### **Identity of Volunteers and Interns**

A Provider may decide not to reveal to clients the full name of volunteers and student interns providing supervision services. Clients will be introduced to volunteers and interns on a first name basis. This security measure shall not prevent a Provider from complying with an order of a court to name a volunteer or student intern or to have that person appear as a witness in a court proceeding.

## Emergency Procedures

A Provider shall have written protocols for how to handle emergency situations including, but not limited to:

- ❖ Critical incidents such as violent or dangerous behavior on the part of an adult or child.
- ❖ Evacuation procedures in the case of a fire or other emergency.
- ❖ Medical emergencies.

## SUPERVISOR TO CHILD RATIOS

### Criteria

Supervision can be of one family (a client and his/her children) or of several families at a time in a group setting. The ratio of supervisors to children will depend on:

- ❖ the nature of the supervision required in each case
- ❖ the number of children and/or families being supervised
- ❖ the duration and location of the visit
- ❖ the expertise and experience of the supervisor

### Ratios

The ratio of supervisors to children should be tailored to each case. In cases requiring intensive supervision of more than one child, it may be appropriate to consider more than one supervisor. A ratio of 1:6 is required for exchanges, with 1:4 preferred. A ratio of 1:3 is required for supervised visits. Additional supervision may be necessary for over three siblings, if children need more guidance, or if the children's safety is an issue.

## **CHAPTER V**

### **STAFF**

#### **GENERAL POLICY**

The type of cases that a Provider decides to take will determine the functions that staff will be required to perform and consequently the competencies and training that staff will be required to have. Providers may use volunteers, provided they meet relevant Staff Qualifications and Training Guidelines.

#### **GENERAL STAFF QUALIFICATIONS**

All staff members, volunteers or interns providing Supervised Visitation:

- ❖ shall be at least 18 years of age, and
- ❖ shall have successfully completed a thorough background check, including screening for prior criminal record and CPS involvement, and
- ❖ shall be in compliance with local staff health requirements for direct contact with children under the age of six.

#### **Criteria for Staff Selection**

The following qualities and experience are desirable for staff, volunteers or interns who will supervise visits:

- ❖ experience in a care giving-role in relation to children,
- ❖ ability and willingness to relate to all cultural, ethnic and socio-economic groups and life styles
- ❖ understanding of child development needs and issues
- ❖ supportive and positive attitude
- ❖ maturity, diplomacy, non-judgmental behavior and common sense
- ❖ ability to express authority and consideration
- ❖ ability to maintain an independent role and draw boundaries
- ❖ ability to assist clients, where necessary, with parenting skills
- ❖ capacity to be observant
- ❖ good oral communication and writing skills
- ❖ capacity to be insightful and reflective concerning personal issues relevant to Supervised Visitation
- ❖ basic understanding of the laws governing separation, divorce and child welfare
- ❖ training in family violence and sexual abuse is required
- ❖ understanding the dynamics of separation and divorce including their impact on children and their parents

## Specific Staff Qualifications

### Coordinator (Program Director)

Training and experience in relevant areas of specialization equivalent to a certified mental health professional. Experience in management and program administration.

### Case Managers

Training and experience in supervised visitation services or related services, knowledge of emotional and practical ramifications of separation, divorce, family violence and sexual abuse.

### Visit Supervisors

Substantial experience working with children and demonstrated writing proficiency.

### Drivers

All persons who transport children for a supervised visitation program shall:

- ❖ be at least 18 years of age
- ❖ hold a valid operator's license for the State of Texas and appropriate for the vehicle being used
- ❖ consent to a check of his/her driving record, not have a record of impaired driving
- ❖ have or be the employee of a person who bought liability insurance for the vehicle

### **NOTE:**

Vehicles shall be equipped with seat belts in good repair.

Children under four years of age or under 40 pounds shall not be transported without age-appropriate individual restraints that meet state standards.

### Security Personnel

Training in a security related area, (i.e. security guard, investigator) preferably with experience in a social service agency. Security staff shall be included in family violence and sexual abuse training.

## **STAFF RESPONSIBILITIES**

Some programs will require one person to assume several titled responsibilities but the Provider shall be able to demonstrate that the staff is meeting all requirements for the program.

### The Coordinator (or Program Director)

While the role of the Coordinator (or Director) will differ between Providers, the key role is to ensure the overall quality of the supervised visitation program. The Coordinator/Director is responsible for public relations, securing funding, managing all administrative aspects of the program, and ensuring that the community is aware of service.

### The Case Manager

The key role of the Case Managers is to link the clients to services, problem solve with clients, address concerns, follow progress of cases, and, if appropriate, report to Court.

### The Visit Supervisor

- ❖ The key role of the Visit Supervisor is to supervise visits or exchanges according to Court orders or other relevant agreements.
- ❖ The Supervisor shall relay information between the clients relevant to the child's welfare at the commencement and conclusion of the supervised visit or exchange, (e.g., medication, diet, etc.) Supervisor shall be able to do this both in writing and verbally to and from clients.
- ❖ The Supervisor shall be able to intervene when appropriate to seek to ensure the safety and welfare of the child.
- ❖ The Supervisor shall terminate a supervised visit when necessary.
- ❖ The Supervisor shall provide feedback or correction to the relevant client.
- ❖ The Supervisor will document supervised visits or exchanges as required by the Provider.

### Volunteers and Interns

Volunteers or interns training to become Visit Supervisors may perform the same functions as Visit Supervisors providing that each volunteer and/or intern is under the direct supervision of a staff member responsible for his/her work, and has received adequate training.

### Security Personnel

The key role of security personnel is to seek to ensure a reasonable degree of safety and security of children and adults.

## **CONSULTANTS**

**A Provider shall have on its staff or advisory board, available as consultants:**

- ❖ a person trained in mental health and licensed to provide clinical mental health services, including clinical social work clinical psychology, or
- ❖ a person trained in child mental health
- ❖ a person trained in issues of family violence
- ❖ a person trained in issues of child abuse (including child sexual abuse and maltreatment)
- ❖ a person trained in issues of substance abuse
- ❖ a lawyer with experience in domestic relations

**One person or separate individuals may provide these areas of expertise.**

**Providers will utilize the above to provide program support, assistance and problem solving with program policies and procedures. Consultants may also be utilized to assist with staff and volunteer education and training.**

## **THERAPEUTIC SUPERVISION STAFF**

**Therapeutic supervision combines the functions of observing contacts between adult(s) and child(ren), seeking to provide safety and therapeutic intervention. Therapeutic supervision shall be provided only by a licensed or certified mental health professional, licensed by the State of Texas. Individuals enrolled in a certified training program leading toward a mental health professional license or certificate and under the direct supervision of a licensed or certified mental health professional shall also be approved to provide therapeutic supervision.**

## TRAINING

### General Training Principles

Providers shall train their staff appropriately for the services offered by the Provider. If the training of a Provider is limited to a specialized population, that Provider shall serve only that population.

### Training for Visit Supervisors, Contract Personnel, Volunteers and Interns

A Visit Supervisor shall complete a minimum of 10 (ten) and preferably at least 15 (fifteen) hours of training covering the following mandatory topics:

- ❖ General ethical principles for supervising visits, including confidentiality, avoiding dual roles with client systems and objectivity, and focusing on the child's best interest;
- ❖ Supervised Visitation Program Policies and Procedures;
- ❖ Family violence and its differing forms and the dynamics of partner and child abuse, including child sexual abuse
- ❖ The emotional and economic effects of divorce
- ❖ Stages of Child Development
- ❖ Separation Issues in Supervised Visitation
- ❖ Intervention to prevent physical or emotional harm
- ❖ Observation of child/adult contacts
- ❖ Recording observations
- ❖ Reflective listening, giving feedback
- ❖ Maintenance of physical safety for children and adults
- ❖ Substance abuse education and detection

A Visit Supervisor shall also complete at least 5 and preferably 10 hours of training covering the following mandatory topics:

- ❖ Preparation of children and adults for contacts
- ❖ Keeping boundaries
- ❖ Legal context, court procedures, and relevant local/state agencies procedures in the jurisdiction
- ❖ Court testimony
- ❖ Securing the visits
- ❖ Reporting to referring agencies
- ❖ Assertiveness training
- ❖ Psychiatric/psychological disabilities

Providers and persons in a management role in a Supervised Visitation and Exchange Program shall complete a minimum of an additional 10 (ten) hours of training covering at least the following topics:

- ❖ Receiving referrals and the intake process
- ❖ Establishing a visitation contract
- ❖ Setting fees
- ❖ Explaining Conditions (Rules) for Participation in the Supervised Visitation Program to clients
- ❖ Relations with Courts, police, attorneys, referring agencies and therapists
- ❖ Termination of Providers' supervised visitation services
- ❖ Referrals of families to other services
- ❖ Supervision and training of staff including volunteers and interns
- ❖ Use of consultants and affiliated groups.

## **STAFF PREPARATION FOR VISITS**

### **Staff Briefing**

A Visit Supervisor shall be fully briefed about each family s/he will supervise before each visit, including details about any recent developments in the case.

### **Alcohol and Drugs**

Use of alcohol and drugs is not permitted during supervised visits.

### **Activities During Supervised Visits**

Any activities proposed or contemplated during supervised visits shall be consistent with the type of supervision that is required in the particular case. Requests for non-standard activities during a supervised visit shall be approved by the Provider and both clients and/or through appropriate counsel prior to the activities.

## **STAFF FUNCTIONS FOLLOWING THE VISITS**

### **Feedback to Clients**

If requested or required, staff shall provide feedback about the supervised visit to the CP and NCP, including observations of the client's or child's behavior and reactions, as long as policies of confidentiality are not violated.

### ***Staff Debriefing***

The Case Manager shall debrief the visit supervisor on issues relating to the visit, and the client file shall be updated.

### **Post Incident Follow-up**

If there is a significant problematic incident involving the Supervised Visitation Program, the Provider shall document the incident and the relevant authorities/agencies (e.g., court, police, child protective agencies) shall be notified.

## CHAPTER VI

### FAMILY VIOLENCE AND CHILD ABUSE

#### SPECIAL PREPARATION IN CASES OF FAMILY VIOLENCE

- ❖ If abuse of either child(ren) or a client has been **DETERMINED**, the staff person shall explain to the child in the presence of the CP, or with the child alone, with permission of the CP, the safety aspects of the service provided.
- ❖ If there are allegations of abuse which have been denied by the non-custodial client and there has been **NO DETERMINATION** of whether abuse has occurred, then without going into the allegations or taking sides, the staff member shall explain the safety aspects of the service provided.
- ❖ If there is evidence that a child has been abused or is afraid of the non-custodial client, the Visit Supervisor shall arrange a sign with the child for use if s/he wants the visit to end. In this prearranged way the child can signal discomfort, with less risk of angering the client perceived as powerful and/or scary.
- ❖ If there is any question of physical or sexual abuse of a child, both clients and the child(ren) shall be informed before the first supervised visit that physical contact is to be initiated only by the child(ren). Both clients and child(ren) shall be informed that inappropriate physical contact initiated by the child will be redirected. If an allegation is deemed unfounded by a court or by CPS, then this provision does not apply.
- ❖ When abuse of a child or client has been confirmed, there shall be a clearly stated acknowledgment to the child in the presence of the CP, or with the child alone with permission of the CP, that the visits will be supervised because of what the non-custodial client has done and in order to protect the child and/or the CP.
- ❖ When sexual abuse has been alleged and is still being evaluated, Supervised Visitation shall not begin without a court order and consultation with the evaluator, if available, to make sure that contact between the child(ren) and the alleged abuser will not interfere with the evaluation or traumatize the child(ren).
- ❖ In situations involving sexual abuse of the child, whether confirmed or alleged, the NCP shall not accompany the child to the bathroom, or be responsible for changing diapers.

## ***SPECIAL CONSIDERATIONS IN SITUATIONS INVOLVING SEXUAL ABUSE***

### **Child Sexual Abuse**

- ❖ Any person supervising contacts between a client and child when sexual abuse has been alleged or proven shall have specific training in child sexual abuse, and shall either be a licensed or certified mental health professional or under supervision of a licensed or certified mental health professional.
- ❖ The contact between the visiting client and child(ren) shall be monitored continually and in a manner that allows all verbal communication between the client and child(ren) to be heard and any physical contact to be observed.
- ❖ Physical contact shall be initiated only by the child and shall continue only as long as the child wants.
- ❖ The Visit Supervisor shall intervene to stop any physical contact that appears inappropriate or sexualized; even if the child does not appear distressed.
- ❖ The visiting client shall not deny any statement by the child about the alleged or confirmed abuse.
- ❖ Because Supervised Visitation is not psychotherapy and because contact with an alleged or confirmed abusive adult can stir powerful emotions for a child, except where the supervision is therapeutic supervision by a licensed mental health professional, it is recommended that the child be in concurrent psychotherapy, unless or until a determination has been made by the child's therapist with the agreement of the custodial adult or by a court of competent jurisdiction, that such psychotherapy is not necessary.

### **Partner Abuse**

Where contact is to be supervised between a child and an adult in a family in which a court of competent jurisdiction, or a social service agency, has determined that there has been partner abuse of any form, OR where there have been allegations by either parent of such abuse, OR where the intake process has revealed concerns about such abuse, the following additional guidelines shall be followed:

- ❖ Before any contacts begin, the NCP shall be told that if a child makes any statement or reference to any abuse, s/he is not to deny the child's statement, but to listen to what the child says.
- ❖ During visits with the child, if the NCP does deny any statement by the child about alleged or confirmed abuse, then the Visit Supervisor shall intervene to stop the denial and, if necessary, to terminate the visit.

## APPENDIX : TERMINOLOGY

**"Authorized Person"** is a person who has been authorized by court order or agreement of the parties to be present in addition to the non-custodial parent during supervised contacts.

**"Child"** means a minor, age birth to majority.

More than one child may be involved in Supervised Visitation.

**"Custodial Parent" (CP)** means managing conservator or joint managing conservator with primary custody and control and may refer to a biological parent, adoptive parent, legal guardian or state agency and its representatives who have temporary or permanent legal custody of a child.

**"Joint Managing Conservatorship" (JMC)** is defined in the Family Code, Section 101.016.

"Joint managing conservatorship means the sharing of the rights and duties of a parent by two parties, ordinarily the parents, even if the exclusive right to make certain decisions may be awarded to one party."

**"Neutral Exchanges"** (Supervision of Transfers) is supervision of movement of the child from the CP to the NCP at the start of the Non-custodial/child contact and from the NCP back to the CP at the end of the contact. Exchanges may be monitored On- or Off-site.

**"Family Violence"** is any form of physical, sexual, or other abuse inflicted on any person in a household by a family or household member. Family violence includes abuse of both adults and children.

**"Partner Abuse"** is the particular form of family violence involving abuse by one adult of another with whom he/she has a relationship.

**"Intern" or "Trainee"** refers to a person training to become a Visit Supervisor working under the supervision of a staff member responsible for his/her work.

**"Non-custodial parent" (NCP)** means possessory conservator or joint managing conservator without primary custody and control, and may refer to a biological parent or other adult, who is authorized to have contact with child.

**"On-site Supervision"** refers to supervision of a NCP and child(ren), on a site under control of the Provider. On-site Supervision may include a range of closeness of supervision from continuous, close monitoring to periods of time during which the NCP and child are intermittently monitored by video. On-site supervision may occur in a group setting or on an individual basis.

**"Off-site Supervision"** is supervision of contact between the NCP and child(ren) which occurs away from a site which is under the control of the Provider and Visit Supervisor. Off-site supervision may occur in a group setting or on an individual basis.

**"Provider"** is an individual or organization providing neutral exchanges, supervised visitation services and/or therapeutic visitation.

**"Supervised Visitation"** means contact between a NCP and one or more children in the presence of a third person responsible for observing and seeking to ensure the safety of those involved. "Monitored Visitation" or "Supervised Child Access" are other terms with the same meaning.

**"Visit Supervisor"** (Child Access Monitor, Observer) is the person responsible for observing the contact and seeking to ensure the safety of the child(ren) during the visit or the transition between the parents.

**"Therapeutic Supervision"** is the provision for supervision of contacts between the child and parent, as well as therapeutic intervention and modeling to help improve the parent-child interactions. This service may be offered only by a certified or licensed mental health professional. Because this service is provided by trained, therapeutic professionals, evaluations and recommendations for further parent-child contact may be made.

**Specific Requirements for Provider to Receive Court Ordered Referrals**

The Travis County District Courts has designated the Travis County Domestic Relations Office with oversight responsibilities for any individual or organization wanting to receive referrals from the District Courts for court ordered neutral drop-off and pick-up, supervised visitation and/or therapeutic visitation.

Any organization or individual wishing to receive these referrals shall provide the following information to the Director of Domestic Relations.

- ❖ General Information about the individual or organization.
- ❖ Name, address and phone number of board members and/or advisory board, updated annually (if appropriate).
- ❖ Copy of by-laws of organization, updated annually (if appropriate).
- ❖ Proof of general and liability insurance, updated annually.
- ❖ Job Descriptions of all staff, updated annually (if appropriate).
- ❖ Training plan for employees if appropriate.
- ❖ Written policies and procedures for operation of services, updated annually.
- ❖ Monthly financial statements (if applicable).
- ❖ Proof of non-profit status (if applicable).
- ❖ Copy of independent financial audit annually, (if applicable).
- ❖ Fee schedule, update annually.
- ❖ Plan to provide services to indigent clients.
- ❖ Complaint procedure.

OFFICE  
 DISPATCHING  
 JUN 26 5 55 PM '12  
 TRAVIS COUNTY  
 RECEIVED

The Family Court Services Manager, Domestic Relations Office, will conduct at least an annual program review to determine compliance with published guidelines.

Travis County Domestic Relations Office  
201 W. 5<sup>th</sup> St.  
Austin, Texas 78701

Director  
Cecelia Burke  
512-854-9680

Mailing Address:  
PO Box 1495  
Austin, Texas 78767

Manager  
Family Court Services  
Mark Ashworth  
512-854-9623

Main Phone Number 512-854-9696  
Main Fax Number 512-854-9294

These guidelines were developed on behalf of the Travis County District Courts by a task force composed of the following members:

Cecelia Burke  
Director, Travis County Domestic Relations

Katy Kappel  
Manager, Family Services  
Travis County Domestic Relations

Becky Beaver  
Attorney at Law

Amie Rodnick  
Attorney at Law

Lara Nixon  
Guardian ad litem  
Travis County Domestic Relations

Sharon Brooks  
Chief, Protective Order Unit  
Travis County Attorney's Office

Donna Warndorf  
Chair, Travis County Domestic Violence Task Force

Maria Angelleli  
Texas Council on Family Violence

During the month of October, 2000 comments were solicited by a direct mailing of the proposed guidelines to the members of the Travis County Bar Association, Family Law Section, providers and potential providers. Comments have been incorporated into the guidelines and are a part of the final document.

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TRAVIS COUNTY  
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# TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

**ESTELA P. MEDINA**  
Chief Juvenile Probation Officer

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

**TO:** Cyd Grimes  
Purchasing Agent

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

**DATE:** August 10, 2011

**RE:** Kids Exchange Network Contractor – Rhonda Hohmann

Travis County Juvenile Probation Department is interested in entering into a contract with Rhonda Hohmann to provide visitation services (neutral exchange and supervised visits). Ms. Hohmann has experience with trauma and domestic violence and has been a part of the Travis County Kids Exchange Network since September 2010.

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

**Account #:** 001-4560-593-4099

The Scope of Services and Fee Schedule are attached for your review. Should you additional information in order to process this request, please do not hesitate to contact me.

**Cc:** Scot Doyal  
Sylvia Mendoza  
Alan Miller  
Laura Ward

EPM:sm

**ESTELA P. MEDINA**

Chief Juvenile Probation Officer

**SCOT M. DOYAL**

Director of Domestic Relations



---

**TRAVIS COUNTY JUVENILE PROBATION  
DOMESTIC RELATIONS OFFICE**

**Scope of Services:**

ACCESS Supervised Visitation will provide Supervised Visitation and Neutral Drop-Off/Pick-Up Services. The purpose is to allow children time with both parents in a manner that is safe, neutral and conflict-free.

**Referral process:**

Parents will be referred to this vendor by Travis County Domestic Relations Office. The type of services and the length of services are determined by the courts order, an appointed Guardian ad litem conducting a custody evaluation or the DRO social worker in the Visitation Enforcement program.

**Description of Services:**

There is a minimum two hour visit. Visits may last up to six hours. Notes are taken during the visits (other forms of documentation are: phone conversations and emails). The visiting parent arrives 15 minutes before the determined visit time. The residential parent/guardian will arrive at the appointment time. The child is escorted to the designated room by the ACCESS employee. After dropping off the child, the residential parent/guardian must leave the premises immediately.

**Observation Notes:**

The Contractor shall maintain neutral documentation on each family as outlined in Attachment A, Travis County Standards and Guidelines Neutral Drop-Off, Pick Up and Supervised Visitation Services dated February 21, 2001. The Contractor shall provide Travis County Domestic Relations Office a monthly report, due by the 10<sup>th</sup> day of the month following. This monthly report shall include such descriptive information on referred participants and services provided as requested on forms provided by the Domestic Relations Office.

**Fee Schedule:**

Neutral Exchanges : \$200.00 per family per month. No Orientation Fee

Supervised Visits: \$100.00 per hour . \$25.00 per parent per hour for orientation



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Ron Dube, 854-6458

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language:** Declare List of Surplus Property And Authorize Same To Be Disposed Of Through Dell, Inc. Pursuant To Section 263.152 of the Texas Local Government Code.

**Ø Purchasing Recommendation and Comments:**

Under our agreement with Dell to recycle/dispose of our computer equipment, Purchasing recommends that the Court declare the attached list of computer related systems as surplus property and turn the equipment over to Dell for disposal.

APPROVED ( ) DISAPPROVED ( )

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNTY JUDGE

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

AQ	TYPE	YEAR	TAG	IMP	DESCRIPTION
PO	COP	1996	79709	0	CONNER/SEAGATE 4.2 GB SCSI-II HARD DRIVE
PO	PRT	2004	100832	0	I70 COLOR BUBBLE JET PRINTER, CANON
PO	LPT	2002	102636	0	DOCKING STATION, DELL
PO	LPT	2002	102656	0	DOCKING STATION, DELL
PO	LPT	2003	105527	0	DOCKING STATION, DELL
PO	LPT	2003	105528	0	DOCKING STATION, DELL
PO	COP	2002	108970	0	DRIVE, PLEXTOR EXTERNAL CDR-W DRIVE-USB
PO	LPT	2002	109801	0	DOCKING STATION, DELL
PO	LPT	2004	117146	0	TABLET PC DOCKING STATION REF #303180-001
PO	LPT	2005	122171	0	PORT REPLICATOR, DELL
PO	LPT	2005	125086	0	PORT REPLICATOR, DELL
PO	LPT	2004	125092	0	PORT REPLICATOR, DELL
PO	COP	2004	125343	0	APC SMART UPS XL 1500VA RM 3U
PO	LPT	2005	126077	0	DOCKING STATION, DELL
PO	LPT	2005	126238	0	PORT REPLICATOR, DELL
PO	LPT	2005	126250	0	PORT REPLICATOR, DELL
PO	LPT	2006	126539	0	PORT REPLICATOR, DELL
PO	LPT	2006	126542	0	PORT REPLICATOR, DELL
PO	LPT	2006	126632	0	PORT REPLICATOR, DELL
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PO	LPT	2005	127343	0	PORT REPLICATOR, DELL
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PO	LPT	2007	129406	0	PORT REPLICATOR, DELL
PO	LPT	2007	129407	0	PORT REPLICATOR, DELL
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PO	LPT	2007	129456	0	PORT REPLICATOR, DELL
PO	LPT	2007	129466	0	PORT REPLICATOR, DELL
PO	LPT	2007	129492	0	PORT REPLICATOR, DELL
FA	COP	2011	129661	0	UPS APC 1500
PO	LPT	2006	130097	0	PORT REPLICATOR, DELL
PO	LPT	2006	130171	0	PORT REPLICATOR, DELL
PO	LPT	2006	130217	0	PORT REPLICATOR, DELL
PO	LPT	2006	130218	0	PORT REPLICATOR, DELL
PO	LPT	2006	131006	0	PORT REPLICATOR, DELL
PO	LPT	2006	131013	0	PORT REPLICATOR, DELL
PO	LPT	2006	131014	0	PORT REPLICATOR, DELL
PO	LPT	2006	131015	0	PORT REPLICATOR, DELL
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PO	LPT	2006	131095	0	PORT REPLICATOR, DELL

PO	LPT	2006	131097	0	PORT REPLICATOR, DELL
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PO	LPT	2007	138292	0	PORT REPLICATOR, DELL
PO	LPT	2008	138519	0	PORT REPLICATOR, DELL
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PO	LPT	2006	141869	0	PORT REPLICATOR, DELL
PO	LPT	2007	141872	0	PORT REPLICATOR, DELL

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XAEM20466	\$0.00	\$214.00	37	25	281061	70633	TCAUC4	A	8001
MX02E3994101121NP1C2	\$0.00	\$510.00	15	10	224357	56645	TCAUC4	A	8001
MX02E5994101124L04BX	\$0.00	\$513.40	15	10	230720	57197	TCAUC4	A	8001
MX02E5994101132500K0	\$0.00	\$523.59	15	10	253141	66085	TCAUC4	A	8001
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CN02U4424864347502A1	\$0.00	\$224.91	15	10	291677	73382	TCAUC4	A	8001
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N/A	\$0.00	\$205.00	15	10	403098	89819	TCAUC4	A	8001
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CN0HD062486439791747	\$0.00	\$205.00	15	10	368200	94653	TCAUC4	A	8001

TAG	AQ.	TYPE	YEAR	IMP	DESCRIPTION
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149871	PO	MON	2005	0	17" CRT WXP MONITOR, DELL
149838	PO	MON	2005	0	17" CRT WXP MONITOR, DELL
148843	PO	LPT	2007	0	LAPTOPS, OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO
148842	PO	LPT	2007	0	LAPTOPS, OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO
148768	PO	PCM	2007	0	COMPUTER, GX745
148734	PO	LPT	2007	0	NOTEBOOK, LATITUDE D620 W/2GB RAM WORKSTATION
148729	PO	LPT	2007	0	NOTEBOOK, LATITUDE D620 W/2GB RAM WORKSTATION
148726	PO	LPT	2007	0	NOTEBOOK, LATITUDE D620
148649	PO	LPT	2007	0	NOTEBOOK, LATITUDE D620 WORKSTATION
148505	PO	PCM	2007	0	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL
148504	PO	PCM	2007	0	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL
148503	PO	PCM	2007	0	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL
148500	PO	PCM	2007	0	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL
148495	PO	PCM	2007	0	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL
148494	PO	PCM	2007	0	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL
148491	PO	PCM	2007	0	OPTIPLEX 745 SMALL FORM FACTOR CORE 2 DUO DELL
148168	PO	LPT	2007	0	NOTEBOOK, LATITUDE D620 WORKSTATION
148060	PO	PCM	2007	0	COMPUTER, GX745 DELL
147966	PO	LPT	2006	0	NOTEBOOK, LATITUDE D620 WORKSTATION MODEL
147965	PO	LPT	2006	0	NOTEBOOK, LATITUDE D620 WORKSTATION MODEL
147964	PO	LPT	2006	0	NOTEBOOK, LATITUDE D620 WORKSTATION MODEL
147953	PO	LPT	2006	0	NOTEBOOK, LATITUDE D620 WORKSTATION MODEL
147951	PO	PCM	2006	0	COMPUTER, GX620 DELL
147949	PO	PCM	2006	0	COMPUTER, GX620 DELL
147944	PO	PCM	2006	0	OPTIPLEX GX620 SMALL FORM, DELL
147943	PO	PCM	2006	0	OPTIPLEX GX620 SMALL FORM, DELL
147935	PO	LPT	2006	0	NOTEBOOK, LATITUDE D620 MOBILE (NO PORT REPLTOR
147916	PO	LPT	2006	0	LAPTOP, DELL LATITUDE D420
147884	PO	PCM	2006	0	COMPUTER, GX620 DELL
147839	PO	LPT	2006	0	NOTEBOOK, LAT D620 (OLD) WORKSTATION MODEL
147838	PO	LPT	2006	0	NOTEBOOK, LATTITUDE D620, DELL
147799	PO	PCM	2006	0	COMPUTER, GX620 DELL
147798	PO	PCM	2006	0	COMPUTER, GX620 DELL
147797	PO	PCM	2006	0	COMPUTER, GX620 DELL
147792	PO	LPT	2006	0	NOTEBOOK, LATITUDE D620 WORKSTATION MODEL
147791	PO	LPT	2006	0	COMPUTER, DELL LATITUDE 820
147755	PO	PCM	2006	0	COMPUTER, OPTIPLEX GX620 DELL
147752	PO	PCM	2006	0	COMPUTERS, OPTIPLEX GX620
147742	PO	PCM	2006	0	COMPUTERS, OPTIPLEX GX620
147636	PO	PCM	2006	0	COMPUTER, GX620 DELL
147634	PO	PCM	2006	0	COMPUTER, GX620 DELL
147612	PO	PCM	2006	0	COMPUTER, GX620 DELL
147593	PO	PCM	2006	0	COMPUTER, GX620 DELL
147525	PO	LPT	2006	0	NOTEBOOK, LATITUDE D610 WORKSTATION MODEL
147506	PO	LPT	2006	0	NOTEBOOK, LATITUDE D610 MOBILE (NO PORT REPLTOR
147440	PO	PCM	2005	0	COMPUTER, GX620, DELL
147273	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
147245	PO	PCM	2005	0	COMPUTER, GX620 DESKTOP, DELL
147218	PO	PCM	2005	0	COMPUTER, GX620 DESKTOP

147174	PO	LPT	2005	0	NOTEBOOK, LATITUDE D610 MOBILE WXP #226964904
147172	PO	LPT	2005	0	NOTEBOOK, LATITUDE D610 WRK WXP #227990410
147146	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
147145	PO	LPT	2005	0	NOTEBOOK, LATITUDE D610 WRK WXP #227990410
147136	PO	LPT	2005	0	NOTEBOOK, LATITUDE D610 WRK WXP #227990410
147102	PO	LPT	2005	0	NOTEBOOK, LATITUDE D610 WRK WXP #227990410
147086	PO	LPT	2005	0	LATITUDE D610, PENTIUM M 750 (1.86GHZ)14.1 XGA
147020	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP, DELL
146869	FA	PCM	2011	0	DELL OPTIPLEX
145337	PO	PRT	2009	0	HP PHOTO SMART ALL IN ONE PRINTER
145192	FA	PCM	2011	0	DELL P.C.
144288	FA	PRT	2011	0	HP DESKJET PRINTER
140487	PO	LPT	2006	0	NOTEBOOK, LATITUDE D610 WORKSTATION MODEL
138569	PO	PRT	2008	0	PRINTER, FX- 890N INKJET 9 PIN UP TO 680 CPS USB
138568	PO	PRT	2008	0	PRINTER, FX- 890N INKJET 9 PIN UP TO 680 CPS USB
138215	PO	PCM	2003	0	COMPUTER, GX270T DESKTOP
133744	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
133666	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
133517	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
133479	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
133424	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
133416	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
133388	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
133382	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
133352	PO	LPT	2005	0	NOTEBOOK, LATITUDE D600 WXP #182183662
133251	PO	LPT	2004	0	NOTEBOOK, LATITUDE D600 WXP #182182909
133239	PO	LPT	2004	0	NOTEBOOK, LATITUDE D600 WXP #182182909
133234	PO	LPT	2004	0	NOTEBOOK, LATITUDE D600 WXP #182182909
133228	PO	PCM	2004	0	COMPUTER, GX280 DESKTOP
133215	PO	LPT	2004	0	NOTEBOOK, LATITUDE D600 WXP #182182909
133167	PO	LPT	2004	0	NOTEBOOK, LATITUDE D600 WORKSTATION MODEL
133160	PO	LPT	2004	0	NOTEBOOK, LATITUDE D600 WORKSTATION MODEL
133127	PO	PCM	2004	0	COMPUTER, GX270T DESKTOP
133090	PO	LPT	2004	0	NOTEBOOK, LATITUDE D600 MOBILE QUOTE#141818853
133086	PO	LPT	2004	0	NOTEBOOK, LATITUDE D600 MOBILE QUOTE#141818853
132988	PO	LPT	2004	0	NOTEBOOK, LATITUDE D600 MOBILE W/INTERNAL NIC,
132898	PO	PCM	2003	0	COMPUTER, GX270T DESKTOP
132753	PO	PCM	2003	0	COMPUTER, GX270T DESKTOP, DELL
132556	PO	PCM	2003	0	COMPUTER, GX260T DESKTOP
132450	PO	PCM	2003	0	COMPUTER, GX260T DESKTOP
131463	PO	PRT	2007	0	FUJIFILM CX-550 PRINTER
131371	PO	PRT	2007	0	PRINTER, DELL PHOTO AIO 926
131181	PO	LPT	2006	0	LAPTOP, PANASONIC TOUGHBOOK CF29, RUBBER
130963	PO	LPT	2006	0	TOUGHBOOK, PANASONIC 29, UPGRADE 3 YR STANDARD
130948	PO	LPT	2006	0	TOUGHBOOK, PANASONIC 29, UPGRADE 3 YR STANDARD
130794	PO	PRT	2006	0	PRINTER, DELL 1710 PERSONAL, USB 5YR
130427	PO	PRT	2006	0	HP DESKJET MODEL 6940
130426	PO	PRT	2006	0	HP DESKJET MODEL 6940
130265	PO	PRT	2006	0	PRINTER, DELL PERSONAL ALL IN ONE A920
130215	PO	PRT	2006	0	PRINTER, LEXMARK E342N 2YR WNTY #310320959
129463	PO	PRT	2007	0	PRINTER, DELL 1720 PERSONAL, USB 5YR
129316	PO	PRT	2007	0	PRINTER, DELL 1720 PERSONAL, USB 5YR

129304	PO	LPT	2007	0	LAPTOP, XPS M1710,INTEL CORE 2 DUP PROCESSOR
129302	PO	PCM	2006	0	COMPUTERS, DELL PRECISION 690 MINI-TOWER DUAL CORE
128841	PO	PRT	2006	0	PRINTER, DELL 1710 PERSONAL, USB 5YR
128771	PO	PRT	2005	0	PRINTER, DELL 5100CN COLOR LASER
128216	PO	PRT	2006	0	HP DESKJET 6940 COLOR PRINTER
128127	PO	PRT	2005	0	PRINTER, DELL 1710 PERSONAL, USB 5YR WARRANTY
127855	PO	PRT	2006	0	PRINTER, LEXMARK E342N 2 YR WNTY QUOTE #271030434
127828	PO	LPT	2005	0	NOTEBOOK, STANDARD D610, DELL
127596	PO	LPT	2005	0	LAPTOP, DELL INSPIRON M9300, PENTIUM
127549	PO	LPT	2005	0	LAPTOP, DELL INSPIRON M9300, PENTIUM
127274	PO	PRT	2005	0	PRINTER, LEXMARK T632 LASER
126920	PO	COP	2005	0	PRECISION WORKSTATION 670 MINITOWER, DELL
126907	PO	SRV	2005	0	IBM P520 1.5GHZ SERVER, P/N 9111-520
126851	PO	PRT	2007	0	PRINTER, HP OFFICE JET PRO K850DN
126631	PO	LPT	2005	0	LAPTOP, DELL LATITUDE D410 PENTIUM
126593	PO	PCM	2006	0	COMPUTER, DELL PRECISION 690 MINI-TOWER DUAL
126135	PO	PCM	2005	0	OPTIPLEX GX280, SMALL MINITOWERPENTIUM 4 520/2.80
126121	PO	PRT	2006	0	PRINTER, HP DESKJET 6122
126118	PO	PRT	2006	0	PRINTER, HP DESKJET 6122
126104	PO	LPT	2005	0	LAPTOP, PANASONIC CF 29 TOUGHBOOK, PENTIUM M
125965	PO	LPT	2005	0	DELL LAPTOP, D610
125963	PO	LPT	2005	0	DELL LAPTOP, D610
125838	PO	PCM	2005	0	PRECISION WORKSTATION 370 MINITOWER, DELL
125679	PO	LPT	2005	0	DELL LAPTOP, D610
125530	PO	PRT	2006	0	PRINTER, DELL 1710 PERSONAL, USB 5YR
125149	ST	PRT	2005	0	PRINTER, HP 5SI
125051	PO	LPT	2004	0	GATEWAY M350EB NOTEBOOK W/MSSOFFICE SUITE COMPUTERS
125012	PO	PRT	2004	0	PRINTER, DESKJET 6122 COLOR INKJET, HP
124654	PO	PRT	2005	0	PRINTER, LEXMARK T632N QUOTE #175863208
124642	PO	LPT	2005	0	.
124641	PO	LPT	2005	0	COMPUTER, M1400 CENTRION TABLET PC
124555	PO	PRT	2004	0	PRINTER HP COLOR LASERJET4650N PART# Q33669A#ABA
124552	PO	COP	2006	0	DUAL CHANNEL U320 RAID CONTROLLERS 128M CACHE
124551	PO	COP	2006	0	DUAL CHANNEL U320 RAID CONTROLLERS 128M CACHE
124082	PO	PRT	2005	0	PRINTER, DELL 1700N LASER
123345	PO	PRT	2004	0	PRINTER, DELL WORKGROUP W5300N QUOTE #141873500
122503	PO	LPT	2005	0	LAPTOP, M1400 CENTRINO MOTION TABLET
122294	PO	PRT	2006	0	DELL PHOTO ALL-IN ONE PRINTER 924 REF #221-9696
122266	PO	PRT	2005	0	DELL 5100 CN COLOR LASER PRINTER
122133	FA	PRT	2006	0	HP LASERJET 465 COLOR PRINTER
122079	PO	PRT	2004	0	PRINTER, LEXMARK E323N QUOTE #141856776
122075	FA	PCM	2011	0	DELL GX270 PC
122061	PO	PRT	2004	0	PRINTER, HP COLOR LASERJET 4650DN
122036	PO	PRT	2004	0	PRINTER, LEXMARK E323N QUOTE #141856776
122035	PO	PRT	2004	0	PRINTER, LEXMARK E323N QUOTE #141856776
121984	FA	PCM	2011	0	DELL OPTIPLEX GX
121619	PO	SRV	2004	0	DELL POWEREDGE 2600 Q119232414
121612	PO	SRV	2004	0	DELL POWEREDGE 2600 Q119232365
121126	PO	LPT	2002	0	NOTEBOOK, DELL LATITUDE PIII #45539631 /
120957	PO	LPT	2003	0	NOTEBOOK, LATITUDE D600 MOBILE W/INTERNAL NIC,
120954	PO	LPT	2003	0	NOTEBOOK, LATITUDE D600 MOBILE W/INTERNAL NIC,
120934	PO	LPT	2003	0	NOTEBOOK, LATITUDE D600 MOBILE W/INTERNAL NIC

120865	PO	PRT	2003	0	HP BUSINESS INKJET PRINTER 2280 W/PCL5C AND
120814	PO	PRT	2003	0	HEWLETT PACKARD-DESK JETS DESKJET6122 COLOR INKJET
120490	PO	SRV	2003	0	DELL POWEREDGE 4600 SERVER
119927	PO	PRT	2003	0	IMAGECARD SELECT AIT PRINTER, DATA IMAGE
119876	PO	MON	2003	0	17" MONITOR, DELL
119867	PO	SRV	2003	0	DELL POWEREDGE 2600
117171	PO	PRT	2004	0	PRINTER, DELL PERSONAL P1500 QUOTE #141874396
117159	PO	PRT	2004	0	PRINTER, DELL PERSONAL P1500 QUOTE #141874396
117145	PO	LPT	2004	0	HP COMPAQ TABLET PC TC1100 CENTRINO REF#DQ871A#ABA
116960	PO	MON	2005	0	17" CRT WXP MONITOR, DELL
116925	PO	MON	2005	0	17" CRT WXP MONITOR, DELL
116419	PO	MON	2003	0	17" MONITOR, DELL
116368	PO	MON	2003	0	17" MONITOR, DELL
116116	PO	MON	2003	0	17" MONITOR, DELL
113797	PO	PCM	2002	0	COMPUTER, GX260 DESKTOP
113755	PO	PCM	2002	0	COMPUTER, GX260 DEKSTOP
113520	PO	LPT	2002	0	NOTEBOOK, LATITUDE C610 WORKSTATION MODEL W/CPORT
113406	PO	PCM	2002	0	COMPUTER, GX240 DEKSTOP
113099	PO	LPT	2001	0	NOTEBOOK, DELL LATITUDE PIII #45539631 /
112711	PO	LPT	2001	0	NOTEBOOK, DELL LATITUDE PIII #45539631 /
112709	PO	LPT	2001	0	NOTEBOOK, DELL LATITUDE PIII #45539631 /
112687	PO	PCM	2001	0	PC, DELL GX110 DESKTOP #46260536/WIN 2000
112687	PO	COP	2001	1	TOKEN RING, PCI ADAPTER IBM,16/4 WOL #IBM2/IBM2W
112172	PO	PCM	2000	0	PC, DELL GX110 DESKTOP #46260536/WIN 2000
112171	PO	PCM	2000	0	PC, DELL GX110 DESKTOP #46260536/WIN 2000
112097	PO	PCM	2000	0	PC, DELL GX110 DESKTOP #45539381/WIN 95
109363	PO	PRT	2002	0	PRINTER, C6455A #ABA DESKJET 990CXI
109224	PO	PRT	2003	1	500-SHEET FEEDER/COLOR LASER
109224	PO	PRT	2003	0	COLOR LASERJET 4600DN 17PPM
109179	PO	LPT	2002	0	DELL LATTITUDE X200
109178	PO	LPT	2002	0	DELL LATTITUDE X200
109177	PO	LPT	2002	0	DELL LATTITUDE C400
109176	PO	LPT	2002	0	DELL LATTITUDE C400
109067	PO	LPT	2002	0	LATITUDE, DELL LAPTOP
108911	PO	LPT	2003	0	DELL LATITUDE X200 NOTEBOOK COMPUTER
106131	PO	CAM	2006	0	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM
106088	PO	CAM	2006	0	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM
106075	PO	CAM	2006	0	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM
106072	PO	CAM	2006	0	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM
106071	PO	CAM	2006	0	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM
106069	PO	CAM	2006	0	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM
106065	PO	CAM	2006	0	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM
106063	PO	CAM	2006	0	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM
106061	FA	CAM	2006	0	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM
106059	PO	CAM	2006	0	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM
106056	PO	CAM	2006	0	DIGITAL PATROLLER 3 IN 1 DIGITAL VIDEO SYSTEM
105526	PO	LPT	2003	0	LAPTOP, DELL C840
105483	PO	SRV	2005	0	FILE SERVER,POWEREDGE 2800 STANDARD
105475	PO	SRV	2004	0	FILE SERVER, POWEREDGE 4600 STANDARD-BACKUP MDL
105467	PO	SRV	2004	0	DELL POWEREDGE 2600 Q119232365
105462	PO	SRV	2005	0	FILE SERVER,POWEREDGE 2800 STANDARD
105428	PO	SRV	2002	0	FILE SERVER,POWEREDGE 2500 #220-1492 TO INCLUDE

105423	PO	SRV	2002	0	FILE SERVER,POWEREDGE 4400 #220-0998 TO INCLUDE
105408	PO	SRV	2002	0	FILE SERVER,POWEREDGE 2500 #220-1492 TO INCLUDE
104969	PO	PRT	2001	0	PRINTER, OPTRA 312L
104966	PO	PRT	2001	0	PRINTER, HP 2250 TN
104233	MP	PRT	2001	0	HP LASERJET 4550N
104153	PO	COS	2001	1	CONTROL WORKSTATION (F30)
104153	PO	COP	2000	0	HA-CONTROL WORKSTATION
103928	PO	PRT	2002	0	PRINTER, C8932A DESKJET 960 CXI
103780	PO	LPT	2002	0	BASE UNIT: DELL LATITUDE X200
103767	PO	LPT	2002	0	DELL LATITUDE LAPTOP
103766	PO	LPT	2002	0	DELL LATITUDE LAPTOP
103762	PO	LPT	2002	0	DELL LATITUDE LAPTOP
103427	PO	SRV	2001	1	SERVER, POWEREDGE 2500, P3, 1GHZ TOWER
103427	PO	SRV	2001	0	SERVER, POWEREDGE 2500, P3, 1GHZ TOWER
103126	PO	MON	1998	0	MONITOR, CORNERSTONE 20"
102746	PO	PRT	2002	0	PRINTER LEXMARK T622N LASER 20T4450
102733	PO	PCM	2002	0	DELL 340 CPU 1.80 GHZ FRONT SIDE BUS,
102732	PO	PCM	2002	0	DELL 340 CPU 1.80 GHZ FRONT SIDE BUS,
102689	PO	PRT	2002	0	DESKJET 990 CXI, 17 PPM DRAFT BLACK, 1.3 PPM BEST
102653	PO	LPT	2002	0	LATITUDE C610 W/CDRW QOUTE # 74271434
102642	PO	PRT	2002	0	LEXMARK T620N LASER PRINTER
102620	PO	PRT	2001	0	PRINTER, T522N- ETHERNET CARD INCLUDED, 32MB
102609	PO	PRT	2001	0	PRINTER,DESKJET 1220CXI, 11PPM DRAFT BLACK, 11X17,
102436	PO	PRT	2001	0	PRINTER, OPTRA T614 #20T3200/1 YR LEXEXPRESS
102436	PO	COP	2001	1	MEMORY, 16MB #5K00015
102436	PO	COP	2001	2	TOKEN RING CARD #44D0020
102432	PO	PRT	2001	0	PRINTER, OPTRA T614 #20T3200/1 YR LEXEXPRESS
102432	PO	COP	2001	1	MEMORY, 16MB #5K00015
102432	PO	COP	2001	2	TOKEN RING CARD #44D0020
102431	PO	PRT	2001	0	PRINTER, OPTRA T614 #20T3200/1 YR LEXEXPRESS
102405	PO	PRT	2001	0	PRINTER, OPTRA T614NL #20T3240/1 YR LEXEXPRESS
102405	PO	COP	2001	1	MEMORY, 16MB #5K00015
102221	PO	PRT	2001	0	PRINTER, OPTRA T614 #20T3200/1 YR LEXEXPRESS
102221	PO	COP	2001	1	TOKEN RING CARD #44D0020
102218	PO	PRT	2001	0	PRINTER, OPTRA T614 #20T3200/1 YR LEXEXPRESS
102218	PO	COP	2001	1	TOKEN RING CARD #44D0020
102048	FA	PRT	2007	0	PRINTER, HP 1200
101633	SP	PRT	2000	0	PRINTER, HP 812
101630	SP	PRT	2000	0	PRINTER, HP 895
101509	PO	PRT	2001	0	PRINTER, LEXMARK OPTRA T 614
101497	PO	PRT	2000	0	PRINTER, OPTRA T 614NL-16MB(384MB MAX)MEMORY
101181	PO	PRT	2001	0	PRINTER, OPTRA T614 NL PART# 20T3240
101163	PO	PRT	2001	0	JETPRINTER, Z52 BUSINESS EDITION LEXMARK
101160	PO	PRT	2001	0	PRINTER, OPTRA T614NL #20T3240/1 YR LEXEXPRESS
100834	PO	PRT	2004	0	I70 COLOR BUBBLE JET PRINTER, CANON
100833	PO	PRT	2004	0	I70 COLOR BUBBLE JET PRINTER, CANON
100818	PO	PRT	2004	0	I70 COLOR BUBBLE JET PRINTER, CANON
99864	PO	LPT	2000	0	NOTEBOOK, PC NOVELL/NT CERTIFIED DELL CPIR 400
99765	PO	PCM	2000	0	PC, NOVELL/NT CERTF. DELLOPTIPLEX G1/M+ #460-5348
99185	PO	PCM	1999	0	PC, HEWITT PACKER
99116	PO	PRT	2000	0	PRINTER, OPTRA T612
98817	PO	LPT	1999	0	DELL LAPTOP, CPI 400XT

98653	PO	FAX	1999	0	CANON LASER FAX 8500 W/2 MEGABYTES OF MEMORY
97890	PO	PRT	2002	0	PRINTER LEXMARK T622N LASER 20T4450
97879	SS	PRT	2001	0	LEXMARK OPTRA T614 LASER PRINTER W/8MB (384MB MAX)
97395	PO	PRT	1999	0	PRINTER, OPTRA S 1625 16PPM, 350 INPUT/250
96911	PO	PCM	1999	0	COMPUTER, IBM PII350MHZ, 64MBRAM, 6.4 GB
96256	PO	PRT	1998	0	WRISTBAND PRINTER & LAMINATOR CITIZEN 700
96255	PO	PRT	1998	0	WRISTBAND PRINTER & LAMINATOR CITIZEN 700
96054	PO	PRT	1998	0	PRINTER, LEXMARK OPTRA S 1625 #43J2600
95676	PO	PRT	1998	0	PRINTER, HP DESKJET 720C
95513	PO	LPT	1998	0	NOTEBOOK, GATEWAY SOLO 9100
94405	PO	PCM	1998	0	PC, IBM 300GL, PENTIUM CONF. 3
93856	PO	PRT	1998	0	PRINTER, OPTRA S 1650 CONFIGURATION 5
91805	PO	PRT	1997	0	PRINTER, IBM LEXMARK
91533	PO	PRT	1997	0	PRINTER, 870CSE HP DESKJET INJET
91275	PO	LPT	1997	0	NOTEBOOK, GATEWAY SOLO P-5-166MMX
91046	PO	LPT	1995	0	COLORBOOK2 DX4-100 DELUXE
81626	PO	PCM	1997	0	PC,PENTIUM P-5-133
80816	PO	PRT	1995	0	HP DESKJET 540 PRINTERS
72577	PO	PRT	1993	0	PRINTER, IBM 4029 LASER
20282	PO	PCM	1999	0	PC, DELL
20222	PO	PCM	1998	0	PC, DELL DIMENSION XPS
11961	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
11960	PO	PCM	2005	0	COMPUTER, GX280 DESKTOP
11920	PO	COP	2005	0	CANON DR 3060 SHEETFED SCANNER 297 X 364 MM,
11919	PO	COP	2005	0	CANON DR 3060 SHEETFED SCANNER 297 X 364 MM,
11854	PO	LPT	2005	0	LATITUDE D610 PROMO W/MEMORY UPGRADE AND FOLLOWING
11673	MP	PRT	2002	0	LEXMARK C720 COLOR LASER PRINTER
11635	PO	PRT	2001	0	PRINTER, OPTRA T-614
11599	PO	PRT	2001	1	TOKEN RING CARD #44D0020
11599	PO	PRT	2001	0	PRINTER, OPTRA T614 #20T3200/1 YR LEXEXPRESS
11459	PO	PRT	1999	0	PRINTER, LEXMARK OPTRA 1625
11421	PO	PRT	1999	0	PRINTER, OPTRA S 1625 16PPM, 350 INPUT/250

SERIAL	COST	INS.	DEPT	DIV	P.O.	ASSET	LOC.	STA	ACCT
MY0M913347603572B7BP	\$0.00	\$183.42	15	10	322761	76573	WHTID0	A	9001
MY0M913347603560BYCY	\$0.00	\$183.42	15	10	317744	75809	WHTID0	A	8001
MY0M91334760356HBRZP	\$0.00	\$183.42	15	10	319692	77208	WHTID0	A	8001
DY1PWD1	\$0.00	\$1,334.24	15	10	376537	99347	WHTID0	A	8001
9Y1PWD1	\$0.00	\$1,334.24	15	10	376537	99346	WHTID0	A	8001
82CRPD1	\$0.00	\$1,000.00	15	10	374640	90047	WHTID0	A	8001
154TDD1	\$0.00	\$1,640.00	15	10	368200	84007	WHTID0	A	8001
5SWPDD1	\$0.00	\$1,640.00	15	10	369436	92037	WHTID0	A	8001
CSWPDD1	\$0.00	\$1,640.00	15	10	369436	90493	WHTID0	A	8001
H4XR5D1	\$0.00	\$1,640.00	15	10	367860	95616	WHTID0	A	8001
C0DMZC1	\$0.00	\$1,089.54	24	10	364921	83112	WHTID0	A	8001
52DMZC1	\$0.00	\$1,089.54	15	10	364921	83111	WHTID0	A	8001
61DMZC1	\$0.00	\$1,089.54	15	10	364921	83110	WHTID0	A	8001
81DMZC1	\$0.00	\$1,089.54	15	10	364921	83107	WHTID0	A	8001
G0DMZC1	\$0.00	\$1,089.54	15	10	364921	83102	WHTID0	A	8001
J0DMZC1	\$0.00	\$1,089.54	15	10	364921	83101	WHTID0	A	8001
H1DMZC1	\$0.00	\$1,089.54	15	10	364921	83097	WHTID0	A	8001
8HTZNC1	\$0.00	\$1,640.00	15	10	359591	82327	WHTID0	A	8001
2MDQKC1	\$0.00	\$1,069.60	15	10	358172	88231	WHTID0	A	8001
43J66C1	\$0.00	\$1,845.00	15	10	352100	81924	WHTID0	A	8001
C5J66C1	\$0.00	\$1,845.00	15	10	352100	81922	WHTID0	A	8001
64J66C1	\$0.00	\$1,845.00	15	10	352100	81920	WHTID0	A	8001
DX8Z3C1	\$0.00	\$1,640.00	15	10	346835	81352	WHTID0	A	8001
J61N2C1	\$0.00	\$1,069.60	15	10	350982	80931	WHTID0	A	8001
H61N2C1	\$0.00	\$1,069.60	15	10	350982	80929	WHTID0	A	8001
B8BPWB1	\$0.00	\$1,351.51	24	10	347277	80253	WHTID0	A	8001
C8BPWB1	\$0.00	\$1,351.51	15	10	347277	80252	WHTID0	A	8001
BVGCTB1	\$0.00	\$1,600.00	15	10	346739	80313	WHTID0	A	8001
869WPB1	\$0.00	\$1,692.25	15	10	344675	80702	WHTID0	A	8001
BVMGMB1	\$0.00	\$920.00	15	10	342697	79980	WHTID0	A	8001
7NCSKB1	\$0.00	\$1,640.00	15	10	341269	82957	WHTID0	A	8001
9LCSKB1	\$0.00	\$1,640.00	15	10	341269	88291	WHTID0	A	8001
B40JBB1	\$0.00	\$920.00	15	10	340329	81875	WHTID0	A	8001
D40JBB1	\$0.00	\$920.00	15	10	340329	81881	WHTID0	A	8001
5405BB1	\$0.00	\$920.00	15	10	340329	82053	WHTID0	A	8001
9LN8BB1	\$0.00	\$1,845.00	15	10	340329	81879	WHTID0	A	8001
8BX48B1	\$0.00	\$3,906.08	12	10	339823	99343	WHTID0	A	8001
37H66B1	\$0.00	\$1,177.81	15	10	338319	80939	WHTID0	A	8001
DQL46B1	\$0.00	\$942.24	15	10	338319	81389	WHTID0	A	8001
DPL46B1	\$0.00	\$942.24	24	10	338319	81385	WHTID0	A	8001
394WS91	\$0.00	\$920.00	15	10	334258	78417	WHTID0	A	8001
984WS91	\$0.00	\$920.00	15	10	334258	78414	WHTID0	A	8001
66ZSS91	\$0.00	\$920.00	15	10	334259	78419	WHTID0	A	8001
8944S91	\$0.00	\$920.00	15	10	334108	79023	WHTID0	A	8001
JWJMN91	\$0.00	\$1,640.00	15	10	331985	78851	WHTID0	A	8001
JD1LN91	\$0.00	\$1,600.00	15	10	331985	78837	WHTID0	A	8001
H6VJY81	\$0.00	\$733.60	15	10	325025	77086	WHTID0	A	8001
8G35L81	\$0.00	\$733.68	15	10	317743	75815	WHTID0	A	8001
B3F2K81	\$0.00	\$733.68	15	10	319695	92045	WHTID0	A	8001
H8PXJ81	\$0.00	\$998.48	15	10	319604	76041	WHTID0	A	8001

9DHM881	\$0.00	\$1,724.10	15	10	316592	75749	WHTID0	A	8001
HLRH881	\$0.00	\$2,024.19	15	10	316592	75746	WHTID0	A	8001
C18SZ71	\$0.00	\$998.48	15	10	311290	78691	WHTID0	A	8001
5JYHZ71	\$0.00	\$1,799.28	15	10	313283	76328	WHTID0	A	8001
JKYHZ71	\$0.00	\$1,799.28	15	10	313283	76330	WHTID0	A	8001
63P7Z71	\$0.00	\$1,799.28	15	10	313283	76335	WHTID0	A	8001
31QRT71	\$0.00	\$2,217.62	15	10	313604	76741	WHTID0	A	8001
4890T71	\$0.00	\$998.48	15	10	311289	88194	WHTID0	A	8001
7SB7801	\$0.00	\$0.00	15	10		99020	WHTID0	A	8001
CN9AU32476	\$0.00	\$142.49	15	10	435388	94349	WHTID0	A	8001
FW9R601	\$0.00	\$0.00	15	10		99185	WHTID0	A	8013
MX0AAITORM	\$0.00	\$0.00	15	10		99990	WHTID0	A	8043
2PJMN91	\$0.00	\$1,640.00	15	10	331985	91558	WHTID0	A	8001
E8BY358430	\$0.00	\$457.59	15	10	409598	89993	WHTID0	A	8001
E8BY359189	\$0.00	\$457.59	15	10	409598	89996	WHTID0	A	8001
484L531	\$0.00	\$924.80	15	10	262828	67295	WHTID0	A	8001
BWW8M71	\$0.00	\$998.48	15	10	310471	74075	WHTID0	A	8001
CD48M71	\$0.00	\$998.48	49	9	310472	74607	WHTID0	A	8001
FLJ4C71	\$0.00	\$733.68	15	10	309015	75080	WHTID0	A	8001
15CB971	\$0.00	\$998.48	15	10	307961	76735	WHTID0	A	8001
1H24X61	\$0.00	\$998.48	15	10	304984	74310	WHTID0	A	8001
1G24X61	\$0.00	\$998.48	15	10	304984	74303	WHTID0	A	8001
8ZKVV61	\$0.00	\$998.48	15	10	304305	74321	WHTID0	A	8001
GZKVV61	\$0.00	\$998.48	15	10	304305	74315	WHTID0	A	8001
8TJTR61	\$0.00	\$2,249.10	15	10	302454	74337	WHTID0	A	8001
GMJH661	\$0.00	\$1,724.10	15	10	298333	73609	WHTID0	A	8001
HXJH661	\$0.00	\$1,724.10	15	10	298333	73607	WHTID0	A	8001
4F9W561	\$0.00	\$1,724.10	15	10	298333	73606	WHTID0	A	8001
3R3K461	\$0.00	\$733.68	15	10	297750	73795	WHTID0	A	8001
G6WS261	\$0.00	\$1,379.28	15	10	297028	73927	WHTID0	A	8001
HN2VL51	\$0.00	\$1,911.73	15	10	291439	72893	WHTID0	A	8001
4P2VL51	\$0.00	\$1,911.73	5	10	291439	72892	WHTID0	A	8001
J4KHB51	\$0.00	\$1,069.68	15	10	288096	71706	WHTID0	A	8001
1WQP451	\$0.00	\$1,720.47	15	10	286773	73818	WHTID0	A	8001
4JQP451	\$0.00	\$1,720.47	15	10	286773	73819	WHTID0	A	8001
6Y56741	\$0.00	\$1,782.13	15	10	276562	69609	WHTID0	A	8001
J4SPV31	\$0.00	\$924.80	15	10	272047	69565	WHTID0	A	8001
1S9DL31	\$0.00	\$924.80	15	10	267613	77583	WHTID0	A	8001
CDHG331	\$0.00	\$924.80	37	6	261401	67679	WHTID0	A	8001
DZBGX21	\$0.00	\$1,128.80	15	10	259454	66940	WHTID0	A	8001
42A00050	\$0.00	\$784.98	15	10	362645	84601	WHTID0	A	8001
4WMTFB1	\$0.00	\$123.61	15	10	370997	83823	WHTID0	A	8001
6KKSA85834R	\$0.00	\$4,449.71	15	10	348880	81085	WHTID0	A	8001
6EKSA35392	\$0.00	\$4,695.43	15	10	336377	79240	WHTID0	A	8001
6EKSA35440	\$0.00	\$4,695.43	15	10	336377	79225	WHTID0	A	8001
CNDH99954873067Q7KVK	\$0.00	\$286.85	15	10	351818	80779	WHTID0	A	8001
MY67E8R045	\$0.00	\$123.49	15	10	345978	80743	WHTID0	A	8001
MY67E8R048	\$0.00	\$123.49	15	10	345978	80742	WHTID0	A	8001
F8878B1	\$0.00	\$109.00	15	10	344404	80354	WHTID0	A	8001
62040NY	\$0.00	\$472.99	15	10	345790	80467	WHTID0	A	8001
3YQYTB1	\$0.00	\$301.67	12	60	375656	87720	WHTID0	A	8001
BN8VTB1	\$0.00	\$286.85	15	10	370974	83993	WHTID0	A	8001

J3HMCC1	\$0.00	\$2,211.76	15	10	355695	81601	WHTID0	A	8001
1RFQ3C1	\$0.00	\$3,091.48	15	10	350964	80963	WHTID0	A	8001
7M6TW91	\$0.00	\$286.85	15	10	349043	80398	WHTID0	A	8001
G80X271	\$0.00	\$1,596.58	15	10	317951	93824	WHTID0	A	8001
MY6AD9R1JC	\$0.00	\$123.49	15	10	353368	81515	WHTID0	A	8001
8982N71	\$0.00	\$290.94	15	10	324324	77113	WHTID0	A	8001
72BK103	\$0.00	\$472.99	14	1	330580	78002	WHTID0	A	8001
9QRKW71	\$0.00	\$1,621.64	15	10	314215	77737	WHTID0	A	8001
7GZBK81	\$0.00	\$2,615.27	15	10	319116	77047	WHTID0	A	8001
2JZBK81	\$0.00	\$2,615.27	15	10	319116	77046	WHTID0	A	8001
992PNH7	\$0.00	\$2,625.00	15	10	319725	75601	WHTID0	A	8001
H88NP61	\$5,097.24	\$0.00	15	10	301791	74763	WHTID0	A	8001
10BF6CE	\$9,979.00	\$0.00	15	10	301296	74733	WHTID0	A	8001
TH7164300P	\$0.00	\$430.00	15	10	360603	87774	WHTID0	A	8001
3NPNW81	\$0.00	\$1,721.68	15	10	324355	80173	WHTID0	A	8001
4D671C1	\$0.00	\$3,135.42	15	10	349417	90378	WHTID0	A	8001
B8MJT61	\$0.00	\$817.34	15	10	303739	73220	WHTID0	A	8001
MY4A72B1QR	\$0.00	\$185.00	15	10	329042	77448	WHTID0	A	8001
MY4A72B1QK	\$0.00	\$185.00	37	6	329042	77445	WHTID0	A	8001
5HKSA48724	\$0.00	\$4,090.00	15	10	316196	75410	WHTID0	A	8001
IRJ0D81	\$0.00	\$1,801.83	15	10	S13422	75722	WHTID0	A	8001
3QJ0D81	\$0.00	\$1,801.83	15	10	S13422	75720	WHTID0	A	8001
HS47P71	\$0.00	\$1,622.24	15	10	311466	74900	WHTID0	A	8001
5VJ0D81	\$0.00	\$1,801.83	15	10	S13422	75730	WHTID0	A	8001
72C0XCB	\$0.00	\$286.85	15	10	345274	80161	WHTID0	A	8001
USBJ124834	\$0.00	\$495.00	15	10	S13340	75213	WHTID0	A	8001
34598046	\$0.00	\$900.00	15	10	293054	73358	WHTID0	A	8001
MY4922B0W8	\$0.00	\$172.00	15	10	298985	73059	WHTID0	A	8001
992F4G9	\$0.00	\$2,176.00	15	10	313905	75460	WHTID0	A	8001
00088186M1400	\$0.00	\$2,845.91	15	10	307506	74658	WHTID0	A	8001
00088188M1400	\$0.00	\$2,845.91	15	10	307506	74657	WHTID0	A	8001
JPFAB08791	\$0.00	\$1,900.00	15	10	290608	84054	WHTID0	A	8001
13C2873	\$0.00	\$782.31	5	10	330790	78159	WHTID0	A	8001
13C2872	\$0.00	\$782.31	15	10	330790	78158	WHTID0	A	8001
CRQ3171	\$0.00	\$576.35	15	10	319529	75521	WHTID0	A	8001
991W8ZG/C44LG31	\$0.00	\$1,338.00	15	10	288090	72175	WHTID0	A	8001
00090097M1400	\$0.00	\$3,418.15	15	10	308289	76733	WHTID0	A	8001
CN0MP228487345CGKLXG	\$0.00	\$66.93	15	10	335610	79521	WHTID0	A	8001
926113972/3WN0071	\$0.00	\$1,596.58	15	10	319732	75540	WHTID0	A	8001
N/A	\$0.00	\$0.00	15	10		78976	WHTID0	A	8001
8805B53	\$0.00	\$563.62	15	10	292664	71529	WHTID0	A	8001
B7XDLS1	\$0.00	\$0.00	15	10		100402	WHTID0	A	8001
JPDAB05543	\$0.00	\$2,090.00	15	10	289500	71615	WHTID0	A	8001
8805BLH	\$0.00	\$563.62	15	10	285323	71764	WHTID0	A	8001
8805BLW	\$0.00	\$563.62	15	10	285323	71763	WHTID0	A	8001
1SVTL51	\$0.00	\$0.00	15	10		99022	WHTID0	A	8001
2CJXG41	\$8,797.91	\$0.00	15	10	278952	70539	WHTID0	A	8001
849XG41	\$6,473.66	\$0.00	15	10	278952	70532	WHTID0	A	8001
HPCBTOP	\$0.00	\$2,281.15	15	10	222674	67980	WHTID0	A	8001
2JJFP31	\$0.00	\$1,723.00	15	10	269053	69022	WHTID0	A	8001
517MP31	\$0.00	\$1,723.00	15	10	269053	69019	WHTID0	A	8001
JKJFP31	\$0.00	\$1,723.00	15	10	269053	68999	WHTID0	A	8001

MY3723115G	\$0.00	\$458.00	15	10	266513	67708	WHTID0	A	8001
MY29C293Z8	\$0.00	\$174.50	15	10	265742	67486	WHTID0	A	8001
CC68Y21	\$7,674.00	\$0.00	15	10	258861	67236	WHTID0	A	8001
549535001	\$0.00	\$2,845.00	15	10	271524	69505	WHTID0	A	8001
CN095WUP4663332P1C68	\$0.00	\$0.00	15	10	253239	66634	WHTID0	A	8001
904NM21	\$7,412.00	\$0.00	15	10	253239	66610	WHTID0	A	8001
4PSHD41	\$0.00	\$320.10	15	10	285322	73850	WHTID0	A	8001
4QSHD41	\$0.00	\$320.10	15	10	285322	73845	WHTID0	A	8001
KRD412Y28V	\$0.00	\$2,094.00	15	10	278827	73388	WHTID0	A	8001
MY0X378247603541BHLF	\$0.00	\$183.42	15	10	310566	74094	WHTID0	A	8001
MY0X378247603548BHJR	\$0.00	\$183.42	15	10	310566	74126	WHTID0	A	8001
MY08G157476033AFBNJQ	\$0.00	\$231.20	15	10	272044	68975	WHTID0	A	8001
MY08G15747603398BHW5	\$0.00	\$231.20	15	10	269250	67913	WHTID0	A	8001
MY08G1574760334LBPYQ	\$0.00	\$231.20	15	10	259129	66353	WHTID0	A	8001
9D4V021	\$0.00	\$1,128.80	58	54	243418	61053	WHTID0	A	8001
J5WPT11	\$0.00	\$924.80	58	54	239367	60729	WHTID0	A	8001
2PWFM11	\$0.00	\$1,686.40	15	10	234612	60045	WHTID0	A	8001
F8WFF11	\$0.00	\$924.80	15	10	230374	57535	WHTID0	A	8001
CWPFX01	\$0.00	\$2,276.50	15	10	216857	53735	WHTID0	A	8001
1ST4C01	\$0.00	\$2,281.50	15	10	200438	56763	WHTID0	A	8001
GRT4C01	\$0.00	\$2,281.50	15	10	200438	56761	WHTID0	A	8001
CWQW901	\$0.00	\$1,000.00	15	10	199252	51837	WHTID0	A	8001
	\$0.00	\$175.00	15	10	199252	51837	WHTID0	A	8001
JV5W601	\$0.00	\$999.60	15	10	196153	55924	WHTID0	A	8001
GV5W601	\$0.00	\$999.60	15	10	196153	55923	WHTID0	A	8001
3SXP601	\$0.00	\$935.58	15	10	196140	54296	WHTID0	A	8001
MY26A1C059	\$0.00	\$290.00	15	10	247396	62941	WHTID0	A	8001
N/A	\$0.00	\$375.00	15	10	261163	67007	WHTID0	A	8001
JPCCK1179	\$0.00	\$2,338.00	15	10	261163	67007	WHTID0	A	8001
FF6NV11	\$0.00	\$2,223.00	15	10	238852	61550	WHTID0	A	8001
850CS11	\$0.00	\$2,223.00	15	10	238852	61549	WHTID0	A	8001
JPCVS11	\$0.00	\$2,381.00	15	10	238851	61548	WHTID0	A	8001
5QCVS11	\$0.00	\$2,381.00	15	10	238851	61547	WHTID0	A	8001
DZ3YM11	\$0.00	\$2,164.00	15	10	235896	60043	WHTID0	A	8001
GMLY231	\$0.00	\$1,926.32	15	10	261369	67603	WHTID0	A	8001
1642	\$0.00	\$4,511.60	15	10	337103	87307	WHTID0	A	8013
2759	\$0.00	\$4,511.60	15	10	337103	87306	WHTID0	A	8013
2518	\$0.00	\$4,511.60	15	10	337103	87294	WHTID0	A	8013
2492	\$0.00	\$4,511.60	15	10	337103	87291	WHTID0	A	8013
2494	\$0.00	\$4,511.60	15	10	337103	87289	WHTID0	A	8013
2501	\$0.00	\$4,511.60	15	10	337103	87287	WHTID0	A	8013
1891	\$0.00	\$4,511.60	15	10	337103	87284	WHTID0	A	8013
2253	\$0.00	\$4,511.60	15	10	337103	87283	WHTID0	A	8013
NEED	\$0.00	\$4,511.60	15	10		96963	WHTID0	A	8013
1871	\$0.00	\$4,511.60	15	10	337103	87281	WHTID0	A	8013
1751	\$0.00	\$4,511.60	15	10	337103	87279	WHTID0	A	8013
JDKDK21	\$0.00	\$2,094.39	15	10	253141	66081	WHTID0	A	8001
CBG9Y61	\$6,118.96	\$0.00	15	10	305220	74713	WHTID0	A	8001
45G0651	\$7,668.96	\$0.00	15	10	291440	74750	WHTID0	A	8001
CDJXG41	\$6,473.66	\$0.00	15	10	278952	70528	WHTID0	A	8001
16FJY61	\$6,118.96	\$0.00	15	10	305220	74712	WHTID0	A	8001
HXW4711	\$5,377.00	\$0.00	15	10	225989	57769	WHTID0	A	8001

7YCC711	\$8,971.00	\$0.00	15	10	225989	57779	WHTID0	A	8001
3YW4711	\$5,377.00	\$0.00	15	10	225989	57768	WHTID0	A	8001
3124910	\$0.00	\$233.00	15	10	218933	55349	WHTID0	A	8001
SG0CD120M8	\$0.00	\$877.00	15	10	216807	55346	WHTID0	A	8001
JPPCG07088	\$0.00	\$2,375.00	15	10	S12707	53757	WHTID0	A	8001
N/A	\$0.00	\$4,313.00	15	10	195585	54595	WHTID0	A	8001
100014F	\$30,939.60	\$0.00	15	10	195585	54595	WHTID0	A	8001
MY25J191VF	\$0.00	\$190.00	15	10	242092	60999	WHTID0	A	8001
8FPVP11	\$0.00	\$2,231.00	15	10	236902	60151	WHTID0	A	8001
568NG11	\$0.00	\$2,621.00	15	10	231345	58865	WHTID0	A	8001
668NG11	\$0.00	\$2,621.00	15	10	231345	58864	WHTID0	A	8001
468NG11	\$0.00	\$2,621.00	15	10	231345	58863	WHTID0	A	8001
19041515206	\$591.71	\$0.00	15	10	221854	56055	WHTID0	A	8001
19041515206	\$5,539.29	\$0.00	15	10	221854	56055	WHTID0	A	8001
G8KI10350	\$0.00	\$0.00	15	10	195476	54974	WHTID0	A	8001
41VK191	\$0.00	\$1,957.00	37	6	242105	61092	WHTID0	A	8001
F29ZX11	\$0.00	\$1,259.00	15	10	241543	61336	WHTID0	A	8001
C29ZX11	\$0.00	\$1,259.00	15	10	241543	61337	WHTID0	A	8001
MY22S1C1ST	\$0.00	\$271.00	37	6	238845	60312	WHTID0	A	8001
CV4BG11	\$0.00	\$1,540.20	15	10	230720	57204	WHTID0	A	8001
41NL046	\$0.00	\$1,546.12	15	10	227005	57142	WHTID0	A	8001
G012199	\$0.00	\$1,099.01	43	0	219715	56061	WHTID0	A	8001
SG13T13199	\$0.00	\$364.00	15	10	216809	54868	WHTID0	A	8001
41G1738	\$0.00	\$1,067.00	37	6	202363	51743	WHTID0	A	8001
	\$0.00	\$129.00	37	6	202363	51743	WHTID0	A	8001
	\$0.00	\$477.00	37	6	202363	51743	WHTID0	A	8001
41G3148	\$0.00	\$1,067.00	37	6	202363	51739	WHTID0	A	8001
	\$0.00	\$129.00	37	6	202363	51739	WHTID0	A	8001
	\$0.00	\$477.00	37	6	202363	51739	WHTID0	A	8001
41G1866	\$0.00	\$1,067.00	37	6	202363	51738	WHTID0	A	8001
4154444	\$0.00	\$1,464.00	15	10	202361	51710	WHTID0	A	8001
	\$0.00	\$129.00	15	10	202361	51710	WHTID0	A	8001
41B4505	\$0.00	\$1,067.00	37	6	201403	51705	WHTID0	A	8001
N/A	\$0.00	\$477.00	37	6	201403	51705	WHTID0	A	8001
41D3706	\$0.00	\$1,067.00	15	10	201403	51698	WHTID0	A	8001
	\$0.00	\$477.00	15	10	201403	51698	WHTID0	A	8001
CNBRJ02548	\$0.00	\$500.00	37	6		82680	WHTID0	A	8001
CN97J1Q1D4	\$0.00	\$385.00	37	6		50806	WHTID0	A	8001
MY97I151KZ	\$0.00	\$487.00	15	10		50803	WHTID0	A	8001
11DANPA	\$0.00	\$931.74	37	6	208846	53833	WHTID0	A	8001
41G7411	\$0.00	\$1,369.00	37	6	198187	51427	WHTID0	A	8001
41AG646	\$0.00	\$1,344.08	37	6	209883	55270	WHTID0	A	8001
372136	\$0.00	\$198.63	15	10	203778	52594	WHTID0	A	8001
41-D2871	\$0.00	\$1,464.00	37	35	202873	52605	WHTID0	A	8001
XAEM20469	\$0.00	\$214.00	15	10	281061	70635	WHTID0	A	8001
XAEM20467	\$0.00	\$214.00	15	10	281061	70634	WHTID0	A	8001
XAEM20435	\$0.00	\$214.00	15	10	281061	70619	WHTID0	A	8001
55JIN	\$0.00	\$2,701.00	15	10	184874	51031	WHTID0	A	8001
GX5F7	\$0.00	\$1,136.00	15	10	182153	49240	WHTID0	A	8001
US93810135	\$13,699.20	\$0.00	15	10	172444	48782	WHTID0	A	8001
11CFZZ7	\$0.00	\$1,810.00	15	10	180443	49525	WHTID0	A	8001
0009206D1280099H2257	\$0.00	\$3,742.00	15	10	171721	48667	WHTID0	A	8001





## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Bonnie Floyd 854-4173

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING PROCUREMENT CARD POLICIES AND PROCEDURES FOR USE BY THE TRAVIS COUNTY PURCHASING OFFICE.**

### Ø **Purchasing Recommendation and Comments:**

On February 10, 2009, the Commissioner's Court approved the Procurement Card Policies and Procedures for use by the Travis County Purchasing Office. Procurement cards, issued by JPMorgan Chase, are used to expedite specific purchases, specifically internet purchases and purchases from vendors who will not accept a County purchase order. The use of p-cards increases efficiencies and expedites purchases for using departments for those vendors that will not accept purchase orders.

The policies limit the number of transactions per cardholder per billing cycle to ten. In recent months, the transaction limit has been reached each month.

The Purchasing Office requests the court authorize a change in the policy to raise the transaction limit from ten to twenty transactions per cardholder per cycle. The single purchase limit remains at \$2500 per transaction.

As a note to the court, in 2011 the highest monthly p-card spend for the county was \$2,719.30 in the month of May, and the lowest was \$1,358.89 in the month of January. The average spend per month in 2011 has been \$1,934.31.

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

# TRAVIS COUNTY PURCHASING OFFICE P-CARD POLICIES AND PROCEDURES

## 1.0 PURPOSE

These policies and procedures are to establish the methodology for employees of the Travis County Purchasing Agent to use purchasing cards and define the limits of their use in making purchases of Items. These policies and procedures are expected to provide Travis County with a method to purchase from vendors who do not accept purchase order, and provide a quicker turnaround of requests for low-dollar-value Items and to reduce paperwork and handling costs. Payments to vendors are made via the P-card settlement system. Travis County makes monthly settlements with the P-card Issuer.

## 2.0 ATTACHMENTS

The following forms are attached and form an integral part of the procedures for use of P-cards:

- 2.1 Enrollment/Request Form
- 2.2 Employee P-card Agreement
- 2.3 Purchasing Log
- 2.4 Dispute Report

## 3.0 GENERAL

### 3.1 DEFINITIONS

3.1.1 *P-card*: A card issued by the P-card Issuer to a Cardholder which allows the Cardholder to purchase Items on credit within the limits authorized by the P-card Issuer as directed by the Purchasing Agent.

3.1.2 *Cardholder*: Employee of the Travis County Purchasing Agent who

- (a) has been selected by the Purchasing Agent as honest, responsible, reliable, and likely to need to purchase Items not on solicited contracts,
- (b) has signed an Employee P-card Agreement in the form in the attachments,
- (c) has been issued a P-card, and
- (d) is authorized to use that P-card only to make purchases in strict compliance with these policies and procedures.

3.1.3 *Item*: Any good or service that is to be purchased for use by Travis County.

3.1.4 *P-card Issuer*: The financial institution that provides P-cards upon submission of a properly completed Enrollment/Request Form, authorizes the Single Purchase Limit and the overall monthly limit requested by the

Purchasing Agent in that form, provides Statements and directly pays the vendors.

3.1.5 *Administrator:* The Purchasing Agent who administers the P-card Policies and Procedures and regularly reviews the use of each P-card that has been issued, certifies a Cardholder's Statement, and enforces the P-card policies and procedures whenever there is any non-compliant use.

3.1.6 *Purchasing Agent:* Travis County Purchasing Agent Cyd V. Grimes or her designee.

3.1.7 *Purchasing Log:* A list of Items purchased using a specific P-card including the description of the Item, the vendor and other relevant information that is maintained by each Cardholder

3.1.8 *Statement:* The monthly listing of all transactions made using the P-card, which is prepared and distributed directly to the Cardholder by the P-card Issuer.

3.1.9 *Single Purchase Limit:* The maximum allowable value of a transaction authorized for a specific Cardholder on a specific P-card that is assigned by the P-card Issuer based on the instructions of the Administrator which may vary from P-card to P-card which shall not exceed \$2,500 for any Cardholder on a specific P-card.

3.1.10 *Transaction limit:* The maximum allowable number of transactions authorized for a specific Cardholder on a specific P-card during a single month, which shall not exceed ~~10~~20 for any for any Cardholder on a specific P-card.

3.1.11 *Unauthorized Purchase:* A purchase that does not comply with the P-Card Issuing Agreement and/or the Travis County Purchasing Office P-Card Policies and Procedures

## **4.0 PROCEDURE:**

### **4.1 APPLYING FOR A P-CARD**

4.1.1 The Administrator may propose employees of the Purchasing Office to be Cardholders by submitting a properly completed but unsigned Enrollment/Request Form to the Purchasing Agent. The Purchasing Agent determines whether the employee is an appropriate person to be issued a P-card based on the requirements in 3.1.2. (a) and, if so, determines and indicates the Single Purchase Limit and overall monthly limit authorized for that employee on the Enrollment/Request Form and approves submission of the Enrollment/Request Form to the P-card Issuer after the employee complies with 4.1.3.

4.1.2 The Administrator shall give the approved employee a copy of these policies and procedures.

4.1.3 To obtain a P-card, the employee must complete **all** of the following:

- (a) read the P-card Policies and Procedures.
- (b) read and sign a properly completed Employee P-card Agreement which states that the employee understands the P-card Policies and Procedures and the responsibilities of a Cardholder; and
- (c) sign the previously submitted Enrollment/Request Form which contains all information required to be issued a P-Card.

4.1.4 After an employee complies with 4.1.3, the Administrator shall submit the Enrollment/Request Form to the P-card Issuer and provide the P-card to the Cardholder when it is available. The unique card that the Cardholder receives directly from the P-card Issuer has his or her name embossed on it and **ONLY** the Cardholder is authorized to use it. The Cardholder shall **NOT ALLOW ANY OTHER PERSON** to use that card. The Cardholder is responsible for all use of his or her card.

4.1.5 The Administrator or her designee shall maintain all records related to P-card requests, authorized limits, Cardholder transfers, and information about lost, stolen, and destroyed P-cards. The Administrator shall also notify the P-card Issuer of all P-card requests, authorized limits, Cardholder transfers, and information about lost, stolen, and destroyed P-cards.

## 4.2 CHECKLIST FOR PURCHASING WITH A P-CARD

4.2.1 The Cardholder may make purchasing transactions on behalf of Travis County with the approval of the Administrator.

4.2.2 The Cardholder shall limit use of the P-Card to the following conditions:

- (a) The Cardholder shall not make purchases where the value of the transaction exceeds his or her Single Purchase Limits.
- (b) The Cardholder shall not split payment for a purchase into multiple transactions to stay within his or her Single Purchase Limit.
- (c) The Cardholder shall not purchase any “over the counter” Items unless the Items are immediately available at time of P-Card use.
- (d) The Cardholder shall not use the P-card to purchase any back-ordered merchandise.
- (e) The Cardholder shall not exceed the number of transactions or the dollar limits of authorized transactions.

4.2.3 The Cardholder shall **not** use the P-Card for the following:

- (a) Personal purchases or purchases for family members or friends;
- (b) Identification;
- (c) Entertainment expense or meals or lodging, rental car, airfare or other travel expenses;
- (d) Cash advances or money orders;
- (e) Telephone calls or monthly service for any utility;
- (f) Gasoline, oil, or other automotive supplies;
- (g) Alcoholic Beverages or tobacco products; or
- (h) Any additional Items that may be restricted by other Travis County policy.

4.2.4 If a Cardholder makes any unauthorized purchases or uses the P-Card in any unauthorized manner, the Cardholder shall pay Travis County for the total dollar amount of these unauthorized uses and purchases plus any administrative fees charged by the P-card Issuer and any other costs associated with the unauthorized use. The Cardholder is also subject to disciplinary action for unauthorized use the severity of which is consistent with the seriousness of the unauthorized used and which may include termination.

4.2.5 Before making any purchase, the Cardholder shall determine if the Item is available under a county contract and whether the contract establishes an exclusive provider relationship. If the contract **does** establish an exclusive provider relationship, the Cardholder shall not purchase the Item. If the Item is available under a county contract that does not establish an exclusive provider relationship for the Item, the Cardholder shall not purchase it with the P-card unless the P-card transaction would result in better quality at a better price and would provide Travis County with the best value and the reasons for this are documented on the purchase order.

4.2.6 Before making any purchase, the Cardholder shall process a request for a purchase order to the vendor that includes all generally required information, such as the appropriate expenditure account, that references the P-card Issuer and P-card clearing account in the purchase order as the account code and estimates the amount expected to be purchased using the P-card. To verify funds availability, a purchase order is issued but not mailed in order

4.2.7 If the Items are not available on a county contract and their value is \$2500.00 or less, the Cardholder may purchase Items from a vendor without comparing sources or competition between vendors in compliance with the Travis County Purchasing Policies and Procedures.

4.2.8 If vendors furnish a standing price quotation or catalog price on a recurring basis, the Cardholder shall check that the price listed is current.

4.2.9 When a vendor confirms that the Item is available and meets the specification and delivery requirements, the Cardholder shall confirm that the vendor accepts the P-card and that sales taxes are not payable on the Item purchased or charged to the transaction.

4.2.10 When the Cardholder makes an “Over the Counter” purchase, the Cardholder shall make certain that the vendor lists the quantity and fully describes the Item(s) on the P-card receipt. The Cardholder shall document the transaction in the Purchasing Log.

4.2.11 When the Cardholder makes a purchase by telephone, the Cardholder shall document the transaction on the Purchasing Log and retain all shipping documentation.

4.2.12 When the Cardholder makes a purchase over the Internet, the Cardholder shall document the transaction on the Purchasing Log and retain purchase confirmation and all shipping documentation, if applicable.

4.2.12 If the Item is to be shipped, the Cardholder shall direct the vendor to include the following information on the packing list or shipping label:

- (a) Cardholder’s name and telephone number,
- (b) Complete delivery address,
- (c) The words “P-Card Purchase”, and
- (d) The vendor’s order number.

4.2.13 The Cardholder shall advise the Purchasing Office receptionist who receives deliveries about the expected delivery including the vendor’s name, the order number, the anticipated delivery date, the number of boxes expected, and the carrier (UPS, Fed Ex, etc.). The receptionist shall notify the Cardholder when delivery is made so that the Cardholder can retain proper documentation. The vendor must deliver all purchases to the Cardholder ordering the Item to ensure that the documents necessary for record keeping are readily available to the Cardholder.

#### 4.3 P-CARD RETURNS

4.3.1 If Items purchased by the use of the P-card are unacceptable because the wrong Item is received, the Item received is not satisfactory, or is damaged or defective, or is a duplicate order; the Cardholder should contact the vendor to explain the problem. The Cardholder shall obtain replacement or correction of the Item or inquire about return policies within one business day after an issue is discovered. Immediate action to resolve a dispute is of extreme importance.

4.3.2 If the vendor has not replaced or corrected the Item by the date the Cardholder receives his or her Statement, the Cardholder shall consider the purchase of the Item in dispute.

4.3.3 If the Cardholder is disputing a charge, he or she shall:

- (a) Contact the vendor to negotiate an appropriate resolution.
- (b) If contacting the vendor does not resolve the issue, complete a Dispute Report and submit it to the P-card Issuer's representative with copies of the Dispute Report to the Administrator and County Auditor.
- (c) If an Item has been returned, the Cardholder shall request a credit voucher. If the Cardholder receives a credit voucher, the Cardholder shall verify that the credit is reflected on the Statement.
- (d) **The Cardholder shall not accept a cash refund under any circumstances.**

4.3.4 The Cardholder shall maintain a list of all disputed Items that have not been resolved and prepare a monthly report noting the Items from previous months.

#### 4.4 CARDHOLDER RECORD KEEPING

4.4.1 For each P-card transaction, the Cardholder shall retain documentation to verify the purchases listed on the Cardholder's Statement.

4.4.2 The Cardholder shall continually maintain the Cardholder's Purchasing Log and include all pertinent information about each and every P-card purchase legibly in it.

4.4.3 When the Cardholder makes an "Over the Counter" purchase, the Cardholder shall retain the invoice and "customer" copy of the P-card receipt.

4.4.4 When the Cardholder makes a purchase by telephone, the Cardholder shall retain the documentation in the Purchasing Log and retain all shipping documentation.

4.4.5 The Cardholder shall send a copy of the Purchasing Log for the period covered by the Statement with the Cardholder's Statement to the Administrator within five (5) days after receipt of the Statement each month.

4.4.6 If purchased Items or credits are not listed on the Statement, the Cardholder shall retain the applicable transaction documentation until the next Statement. If the purchase Item or credit does not appear on the next Statement or the second following billing cycle Statement, the Cardholder shall notify the Administrator and the Purchasing Agent.

#### 4.5 REVIEW OF MONTHLY STATEMENT

4.5.1 When the Cardholder receives the Statement from the P-card Issuer at the end of each billing cycle, the Statement should list the

Cardholder's P-card transactions for that period, the Cardholder shall check each transaction listed on the Statement against his or her Purchasing Log, receipts and any shipping documents to verify the Statement and note any discrepancies.

4.5.2 Upon receipt of the Statement from the P-card Issuer, the Cardholder shall write the applicable purchase order number next to the corresponding line item on the Statement, and send a copy of the Statement with the charges and the certified original Purchasing Log, to the County Auditor for payment processing.

4.5.3 The Cardholder shall carefully match complete supporting documents to the Purchasing Log and then to the Statement. The Cardholder shall neatly attach the original sales documents (purchase order, packing slip, invoice, cash register tape and P-card slips, etc.) for all Items listed on the Statement to the Statement and Purchasing Log in the order the transactions are listed in the Purchasing Log to facilitate audit substantiation. **IF THE CARDHOLDER DOES NOT ADHERE TO THIS PROCEDURE WITHIN 5 DAYS OF RECEIPT OF THE STATEMENT, THE ADMINISTRATOR SHALL REVOKE THE CARDHOLDER'S AUTHORITY TO USE THE P-CARD.**

4.5.4 If the Cardholder does not have documentation of a transaction listed on the Statement, he or she shall attach a certified statement that includes a description of the Items purchased, date of purchase, vendor's name, and the reason for lack of supporting documentation.

4.5.5 If there are any discrepancies, the Cardholder shall list the transactions incorrectly billed and show that the Item has been disputed.

4.5.6 The Cardholder shall sign the Statement, and present the Statement and supporting documentation to the Administrator for review. The Cardholder shall present the list of Cardholder's disputed Items to the Administrator.

4.5.7 The Administrator shall maintain a master list of all unresolved disputed Items on Statements.

4.5.8 If the Cardholder does not present a Statement and supporting documentation to the Administrator on a timely basis, the Administrator shall terminate the P-card and require the Cardholder to return the P-card to the Administrator.

4.5.9 Within 1 calendar day of receipt from the Cardholder, the Administrator shall forward the original signed and approved Statements and copies of supporting documentation to the Purchasing Agent for review, approval, and signature.

4.5.10 To minimize the risk of late charges and fees within **three (3) calendar days** after receipt of the Statement and supporting documentation, the Purchasing Agent shall check the Cardholder's Statement and Purchasing Log and confirm at least the following:

- (a) Receipts and shipping documents exist for each purchase.
- (b) The goods were received or the services were performed.
- (c) The Cardholder has complied with applicable procedures, including these P-Card policies and procedures.

4.5.11 The Purchasing Agent shall return the certified Statements and supporting documentation to the Administrator within **three (3) calendar days** of receipt of the initial package.

4.5.12 If the Purchasing Agent discovers missing documentation, failure to comply with the P-card policies and procedures, failure to comply with any Purchasing policies and procedures, or other discrepancies or issues; the Purchasing Agent shall immediately notify the Administrator to investigate the discrepancies. If there are no discrepancies or issues, the Purchasing Agent shall sign and approve the Cardholder's Statement for submission to the County Auditory for payment.

4.5.13 The Purchasing Agent's approval and signature on a Cardholder's Statement indicates that the Cardholder was authorized to make the purchases listed on the Statement and that those purchases were made in accordance with the applicable procedures.

4.5.14 The Administrator shall retain the Statements, original receipts, and supporting documentation for County files for a minimum of four years, and make those records available for audit upon request.

#### 4.6 MONTHLY STATEMENT SUMMARIES

4.6.1 The contract with the P-card Issuer shall require the P-card Issuer to provide monthly Statement Summaries listing all transactions of all Travis County Cardholders to the Administrator. These summaries allow the Administrator to track each Cardholder's activities. These summaries act as a checklist for the Administrator to anticipate the Statements that are due from each Cardholder.

#### 4.7 1099 CALENDAR YEAR REPORT

4.7.1 The contract with the P-card Issuer shall require that the P-card Issuer provide a report of all vendors from which purchases were made through the credit card that may be 1099-reportable within five business days of the end of each calendar year. The Administrator shall use all reasonable efforts to obtain this statement from the P-card Issuer on a timely basis and provide this report to the Auditor's Office no later than January 10 of each year or as soon after that as the Administrator can obtain the report. If the report is not received timely, the Administrator

shall take all appropriate measures to remedy any breach of the P-card contract. The County Auditor shall compare the report from the P-card Issuer with other County purchases to determine if the combined total of purchases for each vendor is 1099 reportable.

#### 4.8 FOREIGN VENDOR 1042 REPORTING

4.8.1 Only the Administrator is authorized to make P-card purchases from foreign vendors. Before any credit card purchases are made from foreign vendors, the Administrator shall coordinate with the County Auditor to determine the appropriate tax forms to be completed, require the vendor to complete these tax forms, and receive the tax forms from the vendor. If the tax law requires that Travis County withhold money from a foreign vendor's payment, the credit card can not be used to make the purchase.

#### 4.9 CARD SECURITY

4.9.1 The Cardholder is responsible for safeguarding the P-card and the account number.

4.9.2 If the P-card is lost or stolen, the Cardholder shall immediately notify the P-card Issuer at **1-800-890-0669**. P-card Issuer's representatives are available 24 hours a day. The Cardholder must tell the representative that the call is regarding a Travis County P-Card. The Cardholder shall notify the Administrator immediately if it is lost or stolen. The Cardholder is responsible for any unauthorized use of the P-card that is posted to the Statement after the P-card is lost or stolen. The Cardholder is also subject to disciplinary action the severity of which is consistent with the Cardholder's degree of responsibility for the loss or theft and may include termination.

4.9.3 A new P-card may be issued to the Cardholder after the reported loss or theft if the Cardholder provides evidence that the loss or theft was not avoidable and not due to any carelessness or inappropriate behavior by the Cardholder. If a Cardholder finds a P-card that was reported lost or stolen, the Cardholder shall destroy the recovered P-card and return the pieces to the Administrator.

4.9.4 The Cardholder shall not allow anyone else to use his or her account number.

4.9.5 If the Cardholder allows anyone else to use his or her P-card or provides anyone else with his or her account number, the Administrator shall revoke the Cardholder's authority to use the P-card and require the Cardholder to return the P-card to the Administrator. The Cardholder is also subject to disciplinary action, the severity of which is consistent with the seriousness of the unauthorized used and may include termination.

4.9.6 If the Administrator revokes the authority of a Cardholder to use a P-card or if any Cardholder stops working for the Travis County Purchasing Office, the Administrator shall notify the P-card Issuer in writing to cancel that Cardholder's P-card immediately.

#### 4.10 CARDHOLDER SEPARATION

4.10.1 Before a Cardholder stops working for the Travis County Purchasing Office, the Cardholder shall surrender the following to the Administrator

- (a) P-Card
- (b) Purchasing Log since the last Statement period ended,
- (c) original sales documents like the purchase order, invoice, cash register tape and P-card slips, for Items not previously list on a Statement
- (d) original delivery documents like packing slip, cash register tape and P-card slips for Items not previously list on a Statement, and
- (e) all information and documents related to disputed Items that have not previously been resolved, and
- (e) any other relevant documentation

4.10.2 Upon receipt of these, the Administrator will review, and approve the Purchasing Log. The responsibility for the surrendered P-card remains with the Cardholder until the Purchasing Agent receives it.

4.10.3 If a Cardholder makes an unauthorized purchase, the Administrator shall require the Cardholder to pay the County for the total dollar amount of all unauthorized purchases and other unauthorized costs charged to the P-card immediately. If the Cardholder does not pay for the unauthorized purchase immediately, the Administrator shall notify the Cardholder that the total dollar amount of all unauthorized purchases and other unauthorized costs charged to the P-card is a debt due and owing to the county and no funds are payable by the County to the Cardholder until the debt is paid. The amount may be deducted from the Cardholder's pay check unless a settlement agreement with the Cardholder provides for installment deductions to pay the amount over time. The Administrator shall notify Payroll Disbursement that a payroll deduction is necessary and prepare the forms requested by the County Auditor for this purpose.

4.10.4 If it is anticipated that a Cardholder may terminate employment, either voluntarily or involuntarily or if a Cardholder has given notice of termination, the Administrator shall determine whether there are any unauthorized purchases since the last certified Purchasing Log was submitted by the Cardholder. In addition, the Administrator shall determine whether there are any amounts still due from previous

unauthorized purchases. If there are any such amounts due, the Administrator shall require the Cardholder to pay the County the entire amount due immediately. If the Cardholder does not pay for the entire amount due immediately, the Administrator shall notify the Cardholder that the entire amount due is a debt due and owing to the county and will be deducted from the Cardholder's pay check. The Administrator shall determine the amount of compensation and accrued leave available to pay any the amounts due and payable. If there is any amount due to the County as a result of unauthorized purchases or and other unauthorized costs charged to the P-card, the Administrator shall not allow the terminating Cardholder to use any accrued leave until the entire amount due is paid in full. The Administrator shall notify Payroll Disbursement that a payroll deduction is necessary and prepare the forms requested by the County Auditor for this purpose.

4.10.5 If the Administrator does not follow the procedures in 4.10.3 and 4.10.4 timely to ensure that the Cardholder pays any amount due to the County as a result of unauthorized purchases or and other unauthorized costs charged to the P-card in full on or before termination, the Administrator is liable for the unpaid amounts that result from this negligence.

4.10.6 If the Administrator does not require any Cardholder to sign the "Employee P-Card Agreement," before a P-card is issued to the Cardholder, the Administrator is liable for the unpaid amounts that result from this negligence.

# TRAVIS COUNTY PURCHASING OFFICE P-CARD PROGRAM ENROLLMENT/REQUEST FORM

I request that I be enrolled in the Travis County Purchasing Office P-Card Program. I understand that, if approved, I will be issued a P-card in my name that I can only use for authorized official Travis County business. As a Cardholder, I understand that I will be required to sign an Employee P-card Agreement before a P-card is issued to me.

REQUESTOR'S NAME: \_\_\_\_\_

EMPLOYEE ID NUMBER: \_\_\_\_\_

DEPARTMENT AND DEPARTMENT HEAD: Purchasing \_\_\_\_\_

IMMEDIATE SUPERVISOR OF REQUESTOR: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

DEPARTMENT ADDRESS: P. O. Box 1748 \_\_\_\_\_

DEPARTMENT PHONE #: 512-854-9700 \_\_\_\_\_

DEPARTMENT HEAD NAME: Cyd Grimes \_\_\_\_\_

IMMEDIATE SUPERVISOR: \_\_\_\_\_

I request a Single Purchase Limit of \$ \_\_\_\_\_, not to exceed \$ \_\_\_\_\_ per month. Attached to this form is a list of merchants/product categories/activities to be restricted from purchase by this Cardholder (*to be completed by Purchasing Agent*).

*For Purchasing Office Use Only*

Card Number: \_\_\_\_\_ Date Issued: \_\_\_\_\_

Date Returned/Cancelled: \_\_\_\_\_ Holder's Initials: \_\_\_\_\_

Date of Training/Policy Issuance: \_\_\_\_\_

Administrator Signature: \_\_\_\_\_

As Cardholder, my signature acknowledges that I have received the listed P-card, training and P-card policies and procedures.

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

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

## EMPLOYEE P-CARD AGREEMENT

I, \_\_\_\_\_, request a Purchasing Card (“P-Card”) through the Travis County Purchasing Office P-Card Program. As a Cardholder, I agree to comply with the following terms and conditions related to my use of the P-Card.

I understand that I am being entrusted with the P-Card and am making financial commitments on behalf of Travis County.

I understand that Travis County is ultimately liable to the P-card Issuer for all charges made on the P-Card.

I acknowledge that I am liable for all charges for purchases that are made that are not in compliance with this Agreement or not in compliance with the Travis County Purchasing Office P-Card Policies and Procedures (the “Policies”), a copy of which is attached to this Agreement.

I have received a copy of the Policies and understand the requirements of the use of the P-Card. I shall use the P-Card only for purchases made in compliance with the Policies. I shall not to make any personal purchases or any other purchase in violation of the Policies. I understand that the burden of proof will be upon me to show that the items were purchased in compliance with the Policies. I agree to obtain the best value for Travis County when using the P-Card to make a purchase.

If the P-Card is used in a manner not authorized by the Policies, I agree to notify the Purchasing Agent immediately. I understand that the County Auditor and the Purchasing Agent audit the use of the P-Card and that the Purchasing Agent takes appropriate actions to enforce this Agreement and violations of the Policies. If I do not follow the Policies, I shall return the P- card to the Purchasing Agent and I am also subject to disciplinary action, the severity of which is consistent with the seriousness of the violation of the Policies and may include termination.

I understand that it is my responsibility to safeguard the P-Card and account number and that I am personally liable for any charges resulting from my failure to safeguard the P-Card and account number. If the P-Card is lost or stolen, I shall notify the Purchasing Agent and P-Card Issuer immediately.

I agree to return the P-Card immediately upon request or upon termination of my employment (including retirement).

**If I make purchases in violation of the Policies I am subject to disciplinary action, as well as liability for the total dollar amount of these unauthorized purchases, including any administrative fees charged by the P-Card Issuer or other associated costs in connection with the misuse.**

I authorize the County Auditor to deduct total dollar amount of all purchases and other costs charged to the P-Card issued to me that are made not in compliance with this Agreement or with the Travis County Purchasing Office P-Card Policies and Procedures from my pay.

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<i>Employee Signature</i>	<i>Employee ID#</i>	<i>Date</i>	<i>Department</i>
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<i>Purchasing Agent</i>		<i>Date</i>	
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Attachment 2



## TRAVIS COUNTY P-CARD PROGRAM DISPUTE REPORT

In accordance with the Travis County P-Card Program policies and procedures, the listed Item is in dispute:

Item Ordered:	_____
Date Ordered:	_____
Date Received:	_____
Authorized Amount:	_____
Statement Amount:	_____
Vendor:	_____

Card Number:	_____
Cardholder Name:	_____
Phone Number:	_____
User Department:	_____
Department Account:	_____

Reason for Dispute: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Actions taken to Remedy: \_\_\_\_\_  
\_\_\_\_\_



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

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

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

**Commissioners Court Sponsor:** Judge Biscoe

**Agenda Language: Approve Modification No. 7 to Contract 02C00166LC, Hart Intercivic, Inc., for the Direct Recording Electronic Voting System.**

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

In 2011, the 82<sup>nd</sup> Texas Legislature passed Senate Bill 100 (SB100) to implement the Federal Military and Overseas Voter Act. This created an overlap of elections between the May 2012 federal primary runoff and May 2012 local elections (including municipal elections). Although SB100 allows cities to move their May election dates to November to avoid the logistical issues, the City of Austin voted to maintain its general elections in May of even-numbered years.

The County Clerk recommends a plan to the City to minimize the logistical issues associated with an overlapping of the federal primaries and municipal elections which includes the procurement of additional voting equipment. The County proposed to purchase additional voting equipment necessary to support the May 2012 election. The City agreed to pay the County for the cost of purchasing the additional voting equipment and to pay for the administrative costs associated with this purchase as permitted by the Texas Election Code. These costs would be included in the regular cost of the election and billed after the May election along with all operations costs.

At this time, the County Clerk recommends the purchase of the additional voting equipment necessary to run the May 12, 2012 City of

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

Austin and local elections. The total cost of this modification will be \$354,050.00 and includes 105 JBC's with the first year license and support which will be prorated through December 31, 2012 and shipping and handling. The equipment comes with a three-year hardware warranty, so the hardware maintenance will not increase until January 2015.

There is a hard deadline from the vendor of October 15, 2011 by which the County must purchase the additional voting equipment in order to receive it in time for a May election.

Ø **Contract Expenditures:** Within the last 12 months \$236,060.00 has been spent against this contract.

Ø **Contract Modification Information:**

Modification Amount: \$354,050.00

Modification Type: Additional Equipment, licenses and support

Modification Period: Beginning October 11, 2011

Ø **Funding Information:**

Purchase Requisition in H.T.E.: 542374

Funding Account(s): 001-2020-532-3099 and 001-2020-532-3002

Comments: A Budget Adjustment to transfer funds from 001-9800-981-9892 to the above accounts is currently on the Agenda for approval.



**Dana DeBeauvoir**  
Travis County Clerk

PO Box 149325, Austin TX 78714-9325  
Phone: (512) 854-9188 Fax: (512) 854-3942  
<http://www.co.travis.tx.us>

**Recording, Elections, Computer Resources,  
Accounting, and Administration Divisions**  
5501 Airport Boulevard, Austin, Texas 78751-1410

**Misdemeanor Records, Civil/Probate,  
and Records Management Divisions**  
1000 Guadalupe, Austin, Texas 78701-2328

**MEMORANDUM**

**TO:** Cyd Grimes, CPM  
County Purchasing Agent

**FROM:** Dana Debeauvoir  
County Clerk

**DATE:** September 30, 2011

**SUBJECT:** **Purchase of Additional Voting Equipment for the May 12, 2012 City of Austin and Local Elections**

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We are requesting approval of the purchase of additional voting equipment necessary to run the May 12, 2012 City of Austin and local elections.

In 2011, the 82<sup>nd</sup> Texas Legislature passed Senate Bill 100 (SB100) to implement the Federal Military and Overseas Voter Act. This created an overlap of elections between the May 2012 federal primary runoff and May 2012 local elections (including municipal elections). Although SB100 allows cities to move their May election dates to November to avoid the logistical issues, the City of Austin voted to maintain its general elections in May of even-numbered years.

The County Clerk and her Elections Division recommended a plan to the City to minimize the logistical issues associated with an overlapping of the federal primaries and municipal elections which includes the procurement of additional voting equipment.

The County proposed to purchase additional voting equipment necessary to support the May 2012 election. The City agreed to pay the County for the cost of purchasing the additional voting equipment and to pay for the administrative costs associated with this purchase as permitted by the Texas Election Code. These costs would be included in the regular cost of the election and billed after the May election along with all operations costs.

There is a hard deadline from the vendor of October 15, 2011 by which the County must purchase the additional voting equipment in order to receive it in time for a May election.

Please reference attached quote. If you have any questions or need additional information please contact Denise Bell at 854-3997.

Thank you for your consideration.

PURCHASE REQUISITION NBR: 0000542374

REQUISITION BY: DENISE/43997

STATUS: INSUFFICIENT FUNDS  
REASON: ESLATE EQUIPMENT/ELECTIONS

DATE: 10/04/11

SHIP TO LOCATION: COUNTY CLERK AIRPORT ADM

SUGGESTED VENDOR: 6999 HART INTERCIVIC

DELIVER BY DATE: 10/15/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	JBCS (JUDGE BOOTH CONTROLLERS) COMMODITY: MISCELLANEOUS PRODUCTS SUBCOMMOD: ELECT/VOTER EQ/SLY ELECTR	105.00	EA	3300.0000	346500.00	
2	FIRST YEAR LICENSE AND SUPPORT-PRORATED COMMODITY: COMPUTER SOFTWARE/MICRO SUBCOMMOD: DATABASE	1.00	EA	7000.0000	7000.00	
3	SHIPPING AND HANDLING COMMODITY: MISCELLANEOUS PRODUCTS SUBCOMMOD: ELECT/VOTER EQ/SLY ELECTR	550.00	DOL	1.0000	550.00	
REQUISITION TOTAL:					354050.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00120205323099	OPER SUPP, REPR PRTS,& EQ OTHER EQUIPMENT & SUPPLY	100.00	346500.00
2	00120205323002	OPER SUPP, REPR PRTS,& EQ SOFTWARE	100.00	7000.00
3	00120205323099	OPER SUPP, REPR PRTS,& EQ OTHER EQUIPMENT & SUPPLY	100.00	550.00
				354050.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

QUOTE FROM KEN TRETHERWEY

GM200I13

TRAVIS COUNTY

10/05/11

Fiscal Year 2012

Account Balance Inquiry

16:17:26

Account number . . . : 1-2020-532.30-02  
Fund . . . . . : 001 GENERAL FUND  
Department . . . . . : 20 COUNTY CLERK  
Division . . . . . : 20 ELECTIONS ADMINISTRATION  
Activity basic . . . . : 53 GENERAL GOVERNMENT  
Sub activity . . . . . : 2 COUNTY CLERK  
Element . . . . . : 30 OPER SUPP, REPR PRTS, & EQ  
Object . . . . . : 02 SOFTWARE

Original budget . . . . . : 0  
Revised budget . . . . . : 2,297 10/01/2011  
Actual expenditures - current . . : .00  
Actual expenditures - ytd . . . . : .00  
Unposted expenditures . . . . . : .00  
Encumbered amount . . . . . : .00  
Unposted encumbrances . . . . . : .00  
Pre-encumbrance amount . . . . . : 2,296.75  
Total expenditures & encumbrances: 2,296.75 100.0%  
Unencumbered balance . . . . . : .25 0.0

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

GM200I13

TRAVIS COUNTY

10/05/11

Fiscal Year 2012

Account Balance Inquiry

16:17:31

Account number . . . . .	:	1-2020-532.30-99	
Fund . . . . .	:	001	GENERAL FUND
Department . . . . .	:	20	COUNTY CLERK
Division . . . . .	:	20	ELECTIONS ADMINISTRATION
Activity basic . . . . .	:	53	GENERAL GOVERNMENT
Sub activity . . . . .	:	2	COUNTY CLERK
Element . . . . .	:	30	OPER SUPP, REPR PRTS, & EQ
Object . . . . .	:	99	OTHER EQUIPMENT & SUPPLY

Original budget . . . . . : 0

Actual expenditures - current . . . . . : .00

Actual expenditures - ytd . . . . . : .00

Unposted expenditures . . . . . : .00

Encumbered amount . . . . . : .00

Unposted encumbrances . . . . . : .00

Pre-encumbrance amount . . . . . : .00

Total expenditures & encumbrances: .00

0.0%

Unencumbered balance . . . . . : .00

0.0

F5=Encumbrances

F7=Project data

F8=Misc inquiry

F10=Detail trans

F11=Acct activity list

F12=Cancel

F24=More keys

**MODIFICATION OF CONTRACT NUMBER: 02C00166LC Direct Recording Electronic Voting System****PAGE 1 OF 2 PAGES**

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: <b>October 4, 2011</b>
ISSUED TO: <b>Hart InterCivic, Inc.</b> <b>15500 Wells Port Drive</b> <b>Austin, Texas 78728</b>	MODIFICATION NO.:  <b>7</b>	EXECUTED DATE OF ORIGINAL CONTRACT:  April 2, 2002
ORIGINAL CONTRACT TERM DATES: <u>April 2, 2002 – December 31, 2007</u>		CURRENT CONTRACT TERM DATES: <u>April 1, 2002 – December 31, 2011</u>

**FOR TRAVIS COUNTY INTERNAL USE ONLY:**Original Contract Amount: \$ 5,046,865.40Current Modified Amount \$ 5,594,517.00

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

The above numbered contract is hereby modified as follows the attached Quote dated September 22, 2011.

Quantity	Description	Unit Cost	Extended Cost
105 each	JBCs with 3 year warranty	\$3,300.00	\$346,500.00
105 each	License and Support	\$80.00	\$8,400.00*
1 each	Shipping and handling	\$550.00	\$550.00

\*The first year licenses and support will be prorated to align with contract anniversary. Quote assumes delivery in February 2012. This amount will be adjusted based on delivery date.

With this purchase, the total number of election units is 2,541, which includes 355 Disabled Access Units (DAUs), 461 JBC's and 1,725 eSlate voting units. After the initial 3 year warranty period, the annual hardware maintenance will increase \$3,937.50.

**Note to Vendor:**

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

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

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



## Pricing Quote

**Date** September 22, 2011

**Customer** Travis County, TX

**Customer PO (if applicable)**

**System Version** HVS 6.2.1

**Additional Notes** Please fax with signature to 512-252-6923 to place this order.

**Requested Delivery date**

Item	Description	Qty.	Unit Price	Ext. Price	Remarks
1	JBCs	105	\$3,300.00	\$346,500.00	
	First year license and support, prorated for ten months to align with contract anniversary*	105	\$80.00	\$7,000.00	Prorated
<b>Subtotal</b>				\$353,500.00	
<b>Shipping and handling</b>				\$550.00	
<b>Total</b>				\$354,050.00	

**Terms and Conditions:**

\*Proration assumes JBCs will be delivered in Feb, and will be adjusted if the delivery schedule changes significantly.

Prices are effective for 30 days from date of quote.

**Billing Address and Phone**

Michael Winn, Program Manager  
 5501 Airport Blvd.  
 Austin, TX 78751  
 512-854-4728  
 fax  
 michael.winn@co.travis.tx.us

**Billing Instructions**

**Shipping Address and Phone**

Michael Winn, Program Manager  
 5501 Airport Blvd.  
 Austin, TX 78751  
 512-854-4728  
 fax  
 michael.winn@co.travis.tx.us

**Shipping Instructions**

**Hart Management Approval:**

**Name:** Ken Trethewey

**Title:**

Sales Representative

**Customer Approval:**

**Date:**

**Name:**

**Title:**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/11/11

**Prepared By:** Don Grigsby Phone #: 47650

**Division Director/Manager:** Anna Bowlin

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

**Sponsoring Court Member:** Commissioner Eckhardt, Precinct Two

## **AGENDA LANGUAGE:**

Consider and take appropriate action on the following requests in Precinct Two:

- A) An exemption from platting requirements for Steiner Ranch, Phase One, Section 10A, Lot 413 Condominium Project – Ten (10) separate structures with a total of 20 single-family units (16.38 acres, University Club Drive); and
- B) A Condominium Construction Agreement.

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

The proposed condominium project includes the construction of 20 new residential units with parking, driveways, stormsewer and utility infrastructure to support the project. The development will take access from University Club Drive, a private street maintained by the Steiner Ranch Master Association. Internal condominium driveways will be constructed, providing each residence all weather access to University Club Drive. A condominium regime document provides for the maintenance of common improvements. The Travis ESD #6 has reviewed and concurred with the access to the development.

Water and sewage services will be provided by Travis County WCID No. 17. No detention facilities are proposed for the development since drainage conveyance is provided directly to Lake Austin. The parkland fees have been paid to the City of Austin through the previous platting of the tract.

The applicant has paid inspection fees in the amount of \$1,467.50 for the Travis County inspection of the project.

## **STAFF RECOMMENDATIONS:**

As this condominium site plan application meets Travis County standards, TNR staff supports granting an exemption to platting for the proposed condominium project.

## **ISSUES AND OPPORTUNITIES:**

None

**FISCAL IMPACT AND SOURCE OF FUNDING:**

None

**EXHIBITS/ATTACHMENTS:**

Site location map

Site plan

Construction agreement

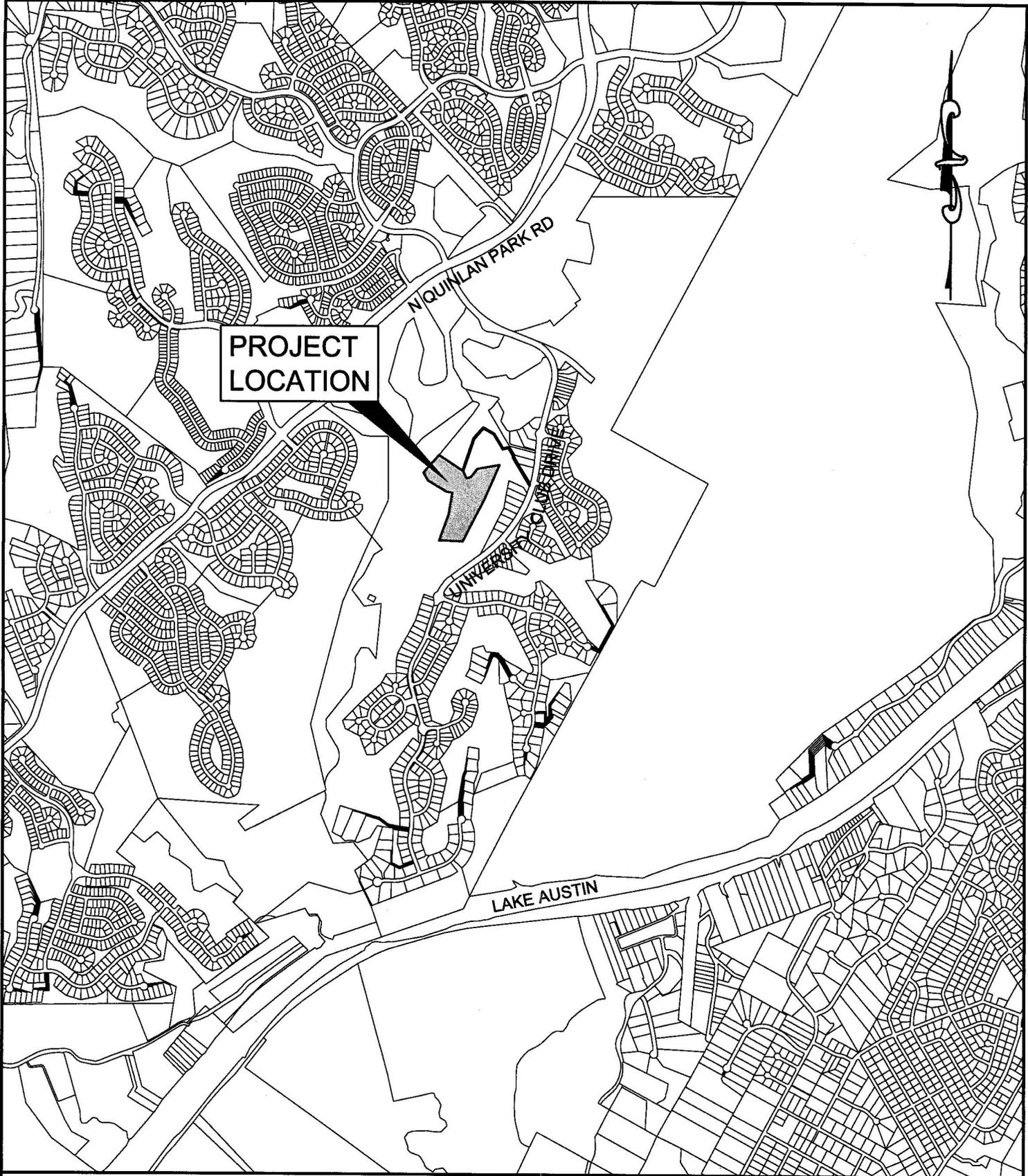
**REQUIRED AUTHORIZATIONS:**

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

**CC:**


**AB:DG:dg**

**1101 - Development Svcs- Steiner Ranch Lot 413 Condominium Project**



**LOOMIS**

**PARTNERS**

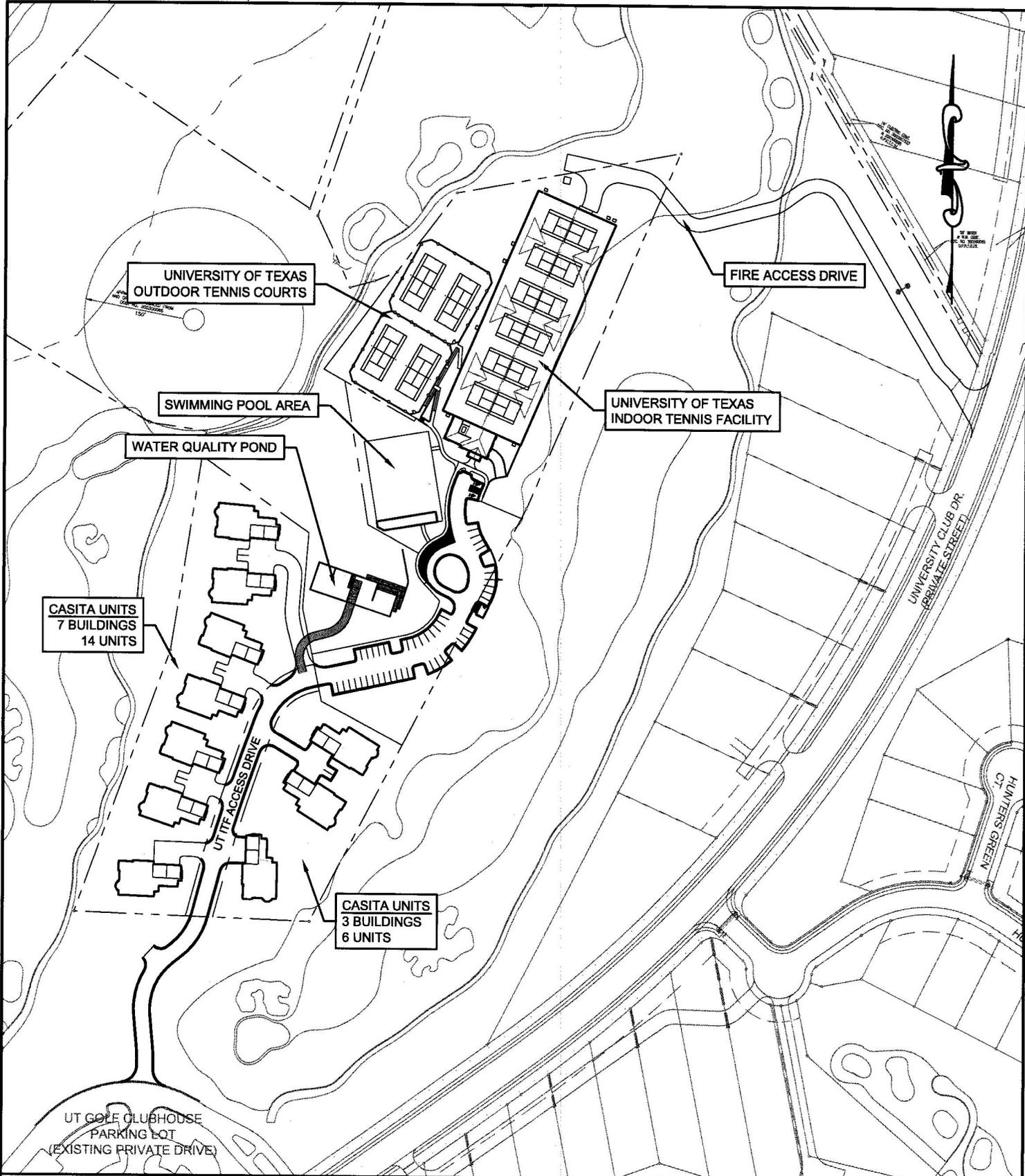
• ENGINEERING • LAND SURVEYING • ENVIRONMENTAL CONSULTING •

3101 Bee Cave Road, Suite 100 • Austin, Texas 78746

[TEL] 512.327.1180 • [FAX] 512.327.4062 • [www.loomis-partners.com](http://www.loomis-partners.com)

TBPE Firm Registration No. F-2986

**LOCATION MAP**  
**PHASE 1, SECTION 10A,**  
**LOT 413**



**LOOMIS**

**PARTNERS**

• ENGINEERING • LAND SURVEYING • ENVIRONMENTAL CONSULTING •

3101 Bee Cave Road, Suite 100 • Austin, Texas 78746

[TEL] 512.327.1180 • [FAX] 512.327.4062 • [www.loomis-partners.com](http://www.loomis-partners.com)

TBPE Firm Registration No. F-2986

# SITE PLAN

**PHASE 1, SECTION 10A,  
LOT 413**

STEINER RANCH MU8 MASTER CONDOMINIUMS  
CONDOMINIUM CONSTRUCTION AGREEMENT  
Travis County, Texas

THIS CONDOMINIUM CONSTRUCTION AGREEMENT is made and entered into by and between Taylor Woodrow Communities/Steiner Ranch, Ltd., a Texas limited partnership (the "**Developer**"), and Travis County, Texas, P.O. Box 1748, Austin, Texas 78767 (the "**County**"), hereinafter collectively referred to as the "**Parties**", for the purposes and consideration stated.

A. The Developer is in the process of developing a condominium regime (the "**Regime**") on Lot 413, Block A, Steiner Ranch Phase One, Section 10A, a subdivision in Travis County, Texas, according to the Subdivision Plat recorded as Document No. 200300065 in the Official Public Records of Travis County, Texas, (the "**Property**") and desires to develop the Regime in one phase.

B. The Developer and the County desire to provide for the orderly development of the Regime, including the completion of the private roadway (the "**Private Roadway**") and drainage improvements (the "**Drainage Improvements**") described in the Site Plan for Steiner Ranch, Phase One, Section 10A, Lot 413 ("**Construction Plans**").

C. The Private Roadway will be constructed in one phase, as described in the Construction Plan and as depicted on Exhibit "A".

D. The Developer and the County desire to establish a process to coordinate the improvement of the Private Roadway and Drainage Improvements with the phased development of the Property;

NOW, THEREFORE, in consideration of these premises and the promises contained herein, the Developer and the County agrees as follows:

1. Subject to the terms in this Agreement, Travis County hereby grants the Developer an exemption from the requirement that the Developer prepare, obtain County approval for, and file in the official public records of the County a subdivision plat for the Regime.

2. Subject to the conditions contained in this paragraph, the County will issue a development permit to the Developer for construction of the Private Roadway and the Drainage Improvements serving the development. Prior to the occupancy of any residential unit in the development, Developer will be required to complete the Private Roadway and Drainage Improvements serving the development. Completion will be evidenced by a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans. Upon delivery to and approval by the County of a letter of concurrence from a licensed professional engineer that the Private Roadway and Drainage Improvements have been completed in accordance with the Construction Plans, the County shall execute, acknowledge and deliver to then current owner for the phase, an instrument in the form of Exhibit "B" for recordation in the Official Public Records of Travis County, Texas, releasing the development from all of the terms, provisions and requirements of this Condominium Construction Agreement.

3. If the Developer makes any revision to the Construction Plans modifying the Private Roadway or Drainage Improvements or the phasing plan reflected on such Construction Plans, and such revision is revised and approved, the County and the Developer will, to the extent required, either amend this Agreement or enter into an additional or supplemental agreement(s) to coordinate the phasing process and the future improvements of the Private Roadway.

4. Prior to the County's issuance of the development permit, the Developer shall pay to the City of Austin, Texas, fees in lieu of park land dedication for all phases in the amount of \$2,222.22. In addition, the Developer shall pay inspection fees in the amount of \$1.25 per linear foot of street, in the total amount of \$1,457.50, to be paid prior to the issuance of the construction permit for each phase.

5. Miscellaneous Provisions. All rights, privileges, and remedies afforded the Parties and cumulative and not exclusive and the exercise of any remedy will not be deemed a waiver of any other right, remedy, or privilege. The Parties agree that the granting of equitable remedies may, and probably will, be necessary in the event of a violation of the restriction. If any provision of this agreement is unenforceable, to the extent the unenforceability does not destroy the basis of the bargain between the Parties, this agreement will construed as if the unenforceable provision had never been a part of this agreement.

EXECUTED to be effective on the date fully executed by the parties.

TAYLOR WOODROW COMMUNITIES/  
STEINER RANCH, LTD., a Texas limited partnership

By: TWC/STEINER RANCH, LLC, a Texas limited liability company, its general partner

By: *AK*  
Adib R. Khoury, Vice President

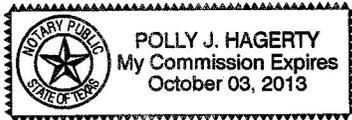
Date: 9.21.11

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 21<sup>st</sup> day of September, 2011 by Adib R. Khoury, Vice President of TWC/Steiner Ranch, LLC, a Texas limited liability company, general partner of Taylor Woodrow Communities/ Steiner Ranch, Ltd., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

(SEAL)



*Polly J. Hagerty*  
Notary Public Signature

TRAVIS COUNTY, TEXAS

By: \_\_\_\_\_  
Samuel T. Biscoe, County Judge

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Samuel T. Biscoe, County Judge, Travis County, Texas, in the capacity stated.

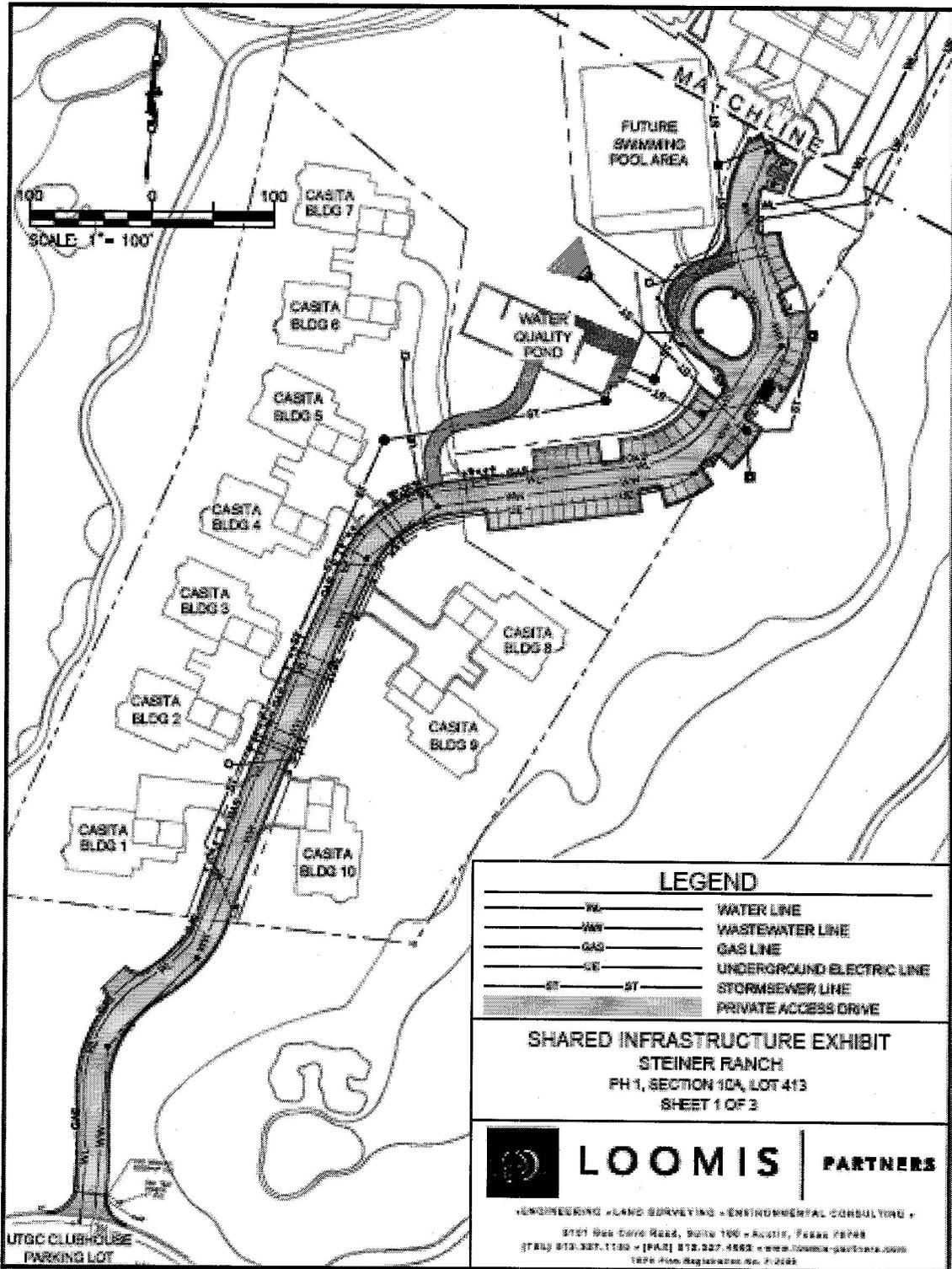
\_\_\_\_\_  
Notary Public, State of Texas

After Recording Return to:

Travis County, Texas  
Attn: Transportation and Natural Resources Department  
P.O. Box 1748  
Austin, Texas 78767

## EXHIBIT "A"

### THE PRIVATE ROADWAY





# Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/11/11

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

**Division Director/Manager:** Anna Bowlin

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIIA Lot 13 Block K, in Precinct One.

**BACKGROUND/SUMMARY OF REQUEST:**

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

**STAFF RECOMMENDATIONS:**

Highland Homes, Ltd., proposed to use this Cash Security Agreement, as follows: Phase IIIA, Lot 13, Block K, \$780.00, Permit #11-1650, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

**ISSUES AND OPPORTUNITIES:**

None

**FISCAL IMPACT AND SOURCE OF FUNDING:**

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

**ATTACHMENTS/EXHIBITS:**

Cash Security Agreement, Map of lot.

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Engineering Svcs Div Dir	TNR	854-7561
Stacey Scheffel	On-Site Sewage Fac Program Mgr	TNR	854-7565

**CC:**

Tim Pautsch	Engineering Specialist	TNR	854-7689

**TP:AB:tp**

**1101 - Development Services - Commons at Rowe Lane IIIA**

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$780,000 ADDRESS: 2704 Sixpence Ln

SUBDIVISION: The Commons @ Rowe Lane IIA or IIIA  
 LOT: B BLOCK: K

DATE OF POSTING: 9-20-11

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks  
Page 2

DEVELOPER/BUILDER

COMPANY NAME & ADDRESS

BY: Cynthia Hicock

Highland Homes Ltd. - Austin

PRINT: Cynthia Hicock

4201 W.Parmer Ln.,Bldg B, Ste, 180

TITLE: Office Administrator

Austin, Texas 78727

PHONE: 512-834-8429x108

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

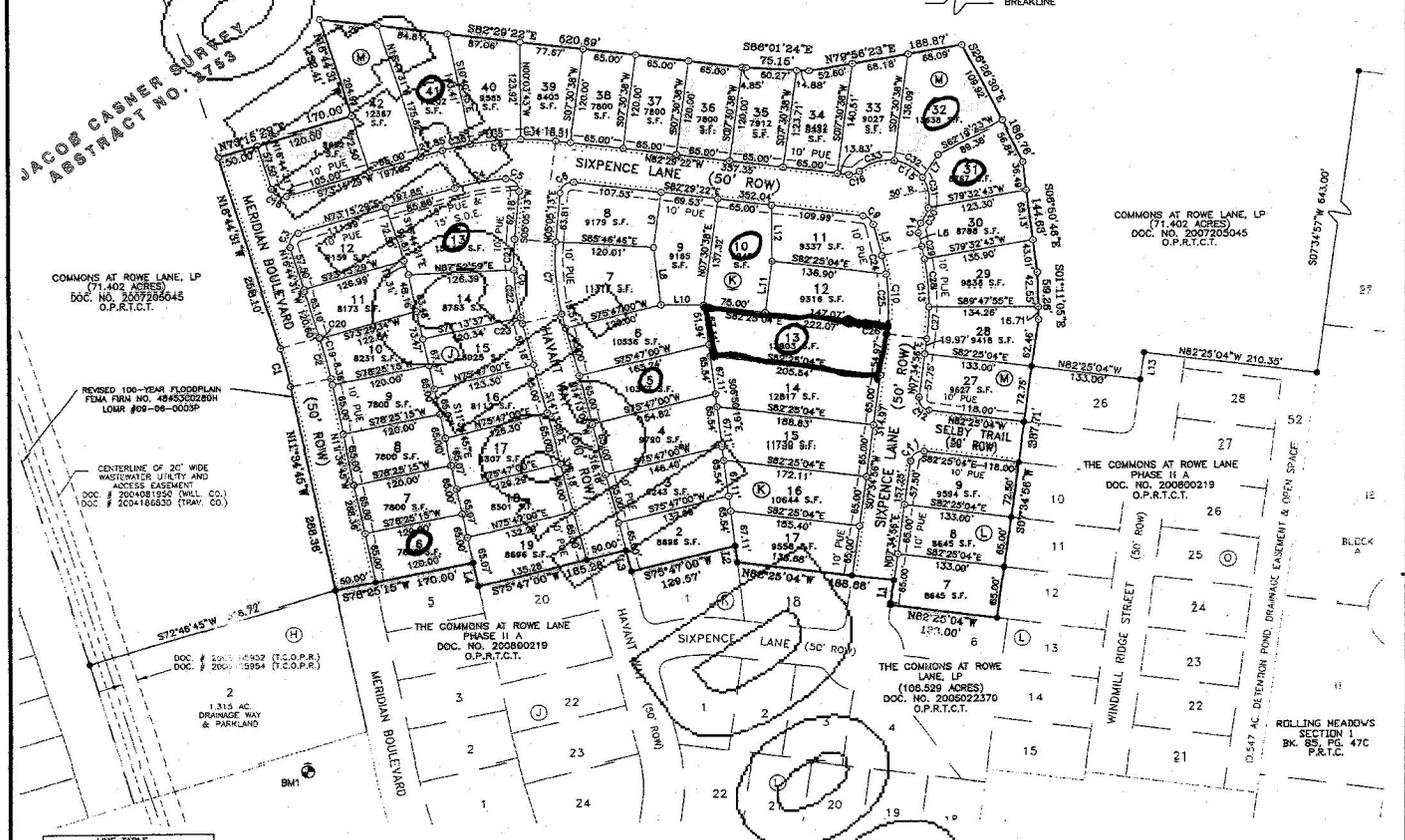
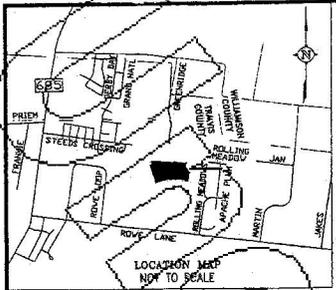
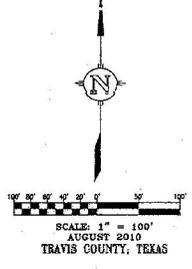
\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
Date

FINAL PLAT THE COMMONS AT ROWE LANE PHASE III-A

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

- LEGEND 1/2" IRON ROD FOUND 1/2" IRON ROD WITH CAP SET CONCRETE MONUMENT SET BENCHMARK RIGHT-OF-WAY BUILDING SETBACK LINE PUBLIC UTILITY EASEMENT SIGHT DISTANCE EASEMENT SQUARE FEET BLOCK LETTER R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS 4 FOOT SIDEWALK BREAKLINE



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

ACREAGE table listing acreage for Block J, Block K, Block L, Block M, Block N, Right-of-Way, and Total Acreage (13.771 AC).

LINEAR FEET OF NEW STREETS table listing Sixpence Lane, Havant Way, Selby Trail, Meridian Boulevard, and Total (2440 LF).

OWNER/SUBDIVIDER: THE COMMONS AT ROWE LANE, LP 3889 WEST 8TH STREET, SUITE A FORT WORTH, TEXAS 76107 PHONE: (817)332-9000 FAX: (817)332-1400

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

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

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13' LIVE OAK. APPROX. 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY. NORTHING= 10,152,756.13 EASTING= 3,167,197.81 ELEV.= 687.87

BM#2: ARROW MARK IN CONCRETE ON NORTH EDGE OF WASTEWATER MANHOLE LP. NORTHING= 10,154,130.49 EASTING= 3,168,257.76 ELEV.= 695.10



GRAY - JANSING & ASSOCIATES, INC. Consulting Engineers 8217 Shoal Creek Blvd., Suite 200 Austin, Texas 78757-7582 (512)452-0371 FAX(512)454-9933 TRPP FIRM # 2046

ACREAGE: 13.771 AC. SURVEY: JACOB CASNER SURVEY A-2753 NUMBER OF BLOCKS: 4 NUMBER OF LOTS: 50 LINEAR FEET OF NEW STREETS: 2440 LF. DATE: AUGUST, 2010 SURVEYOR: ZAWORA, L.L.C. (ZWA) 1435 SOUTH LOOP 4 BUDA, TEXAS 78810 PHONE: (512)295-6201 FAX: (512)295-6091 ENGINEER: GRAY & JANSING & ASSOCIATES, INC. 8217 SHOAL CREEK BLVD., SUITE 200 AUSTIN, TEXAS 78757-7582 PHONE: (512)452-0371 FAX: (512)454-9933

ZWA logo and contact information for ZAWORA, L.L.C. (ZWA), Professional Land Surveyors, 1435 South Loop 4, P.O. Box 1006, Buda, Texas 78810. Tel: (512) 295-6201 Fax: (512) 295-6091.

Table with columns: DATE, SURV., REVISIONS, SHEET. Includes drawing file path: 10-1001-13 PHASE 3A.DWG and project name: COMMONS @ ROWE LANE.



# Travis County Commissioners Court Agenda Request

**Meeting Date:** 10/11/11

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

**Division Director/Manager:** Anna Bowlin

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

**Sponsoring Court Member:** Commissioner Davis, Precinct One

**AGENDA LANGUAGE:** Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Austin for sidewalk fiscal for Commons at Rowe Lane IIIA Lot 31 Block M, in Precinct One.

**BACKGROUND/SUMMARY OF REQUEST:**

The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

**STAFF RECOMMENDATIONS:**

Highland Homes, Ltd., proposed to use this Cash Security Agreement, as follows: Phase IIIA, Lot 31, Block M, \$493.08, Permit #11-1652, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

**ISSUES AND OPPORTUNITIES:**

None

**FISCAL IMPACT AND SOURCE OF FUNDING:**

There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

**ATTACHMENTS/EXHIBITS:**

Cash Security Agreement, Map of lot.

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Engineering Svcs Div Dir	TNR	854-7561
Stacey Scheffel (65)	On-Site Sewage Fac Program Mgr	TNR	854-7565

**CC:**

Tim Pautsch	Engineering Specialist	TNR	854-7689

**TP:AB:tp**

**1101 - Development Services - Commons at Rowe Lane IIIA**

§ EXHIBIT 82.401 (C)

**CASH SECURITY AGREEMENT - SIDEWALKS**

TO: Travis County, Texas

DEVELOPER/BUILDER: Highland Homes, Ltd. - Austin

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: \$493.<sup>08</sup> ADDRESS: 2717 Sixpence Ln.

SUBDIVISION: The Commons @ Rowe Lane IIA or IIIA  
 LOT: 31 BLOCK: M

DATE OF POSTING:

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

Cash Security Agreement - Sidewalks  
Page 2

DEVELOPER/BUILDER

BY: Cynthia Hicock

PRINT: Cynthia Hicock

TITLE: Office Administrator

PHONE: 512-834-8429x108

COMPANY NAME & ADDRESS

Highland Homes Ltd. - Austin

4201 W.Parmer Ln., Bldg B, Ste. 180

Austin, Texas 78727

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: \_\_\_\_\_  
Date

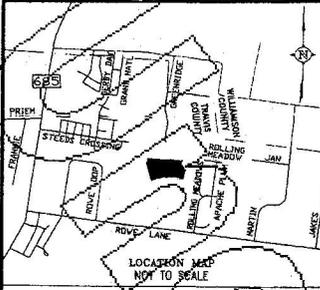
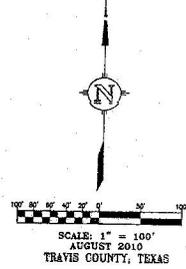
\_\_\_\_\_  
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

\_\_\_\_\_  
Date

FINAL PLAT THE COMMONS AT ROWE LANE PHASE III-A

HighLand Homes Side walk Fiscal O=Received Fiscal - = RAS complete

- LEGEND 1/2" IRON ROD FOUND 1/2" IRON ROD WITH CAP SET CONCRETE MONUMENT SET BENCHMARK ROW RIGHT-OF-WAY BUILDING SETBACK LINE PUBLIC UTILITY EASEMENT SIGHT DISTANCE EASEMENT SQUARE FEET BLOCK LETTER R.P.R.T.C.T. REAL PROPERTY RECORDS TRAVIS COUNTY, TEXAS O.P.R.T.C.T. OFFICIAL PUBLIC RECORDS TRAVIS COUNTY, TEXAS P.R.T.C.T. PLAT RECORDS TRAVIS COUNTY, TEXAS 4 FOOT SIDEWALK BREAKLINE



LINE TABLE with columns: LINE, BEARING, LENGTH. Rows L1 through L13.

ACREAGE table with columns: BLOCK, ACRES. Rows BLOCK J, K, L, M, N, RIGHT-OF-WAY, TOTAL ACREAGE.

LINEAR FEET OF NEW STREETS table with columns: STREET, ROW, LENGTH. Rows SIXPENCE LANE, HAVANT WAY, SELBY TRAIL, MERIDIAN BOULEVARD.

THE COMMONS AT ROWE LANE, PHASE III-A

OWNER/SUBVIDER: THE COMMONS AT ROWE LANE, LP 2828 WEST 5TH STREET, SUITE A FORT WORTH, TEXAS 76107 PHONE: (817)332-9800 FAX: (817)332-1400

CURVE TABLE with columns: CURVE, LENGTH, RADIUS, DELTA, CHORD BEARING, CHORD. Rows C1 through C36.

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

BENCHMARK LIST

BM#1: COTTON SPINDLE SET IN THE SOUTHWEST BASE OF A 13" LIVE OAK APPROX 700' NORTH OF INTERSECTION OF WINDMILL RANCH AVE. & COMMONS PARKWAY. NORTHING= 10,162,756.13 EASTING= 3,167,197.81 ELEV= 687.67

DATE BY REVISIONS table and ZWA Zamora, L.L.C. Professional Land Surveyors logo and contact information.

GRAY JANSING & ASSOCIATES, INC. Consulting Engineers 6217 Shoal Creek Blvd., Suite 200 Austin, Texas 78767-7592 (512)452-0371 FAX(512)464-9933 TPSP FIRM # 2946

TECH: GLP SURV: 092 DATE: AUGUST, 2010 SCALE: 1" = 100' DRAWING FILE: 10-1001-13 PHASE 3A.DWG PROJECT: COMMONS @ ROWE LANE JOB NO: 10-1001-13 (06-015-14) SHEET 1 OF 2



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 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:** Commissioner Gomez, Precinct Four

**AGENDA LANGUAGE:** Consider and take appropriate action related to completion of the SMART Building B located at 3404 South FM 973:

A. Approve the SMART Building B dedication plaque; and

B. Request to set November 17, 2011 at 9:00 AM as the date and time for the Grand Opening and Dedication Ceremony.

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

The new SMART Building B at 3404 South FM 973 is 18,200 square feet of new construction including a total of 72 beds in 9 dormitory rooms, each with a toilet/shower room and washer/dryer. The resident wing of the building also includes 5 group meeting rooms, 3 private offices, a lobby, public restrooms, screening room, family meeting room, nurse's office, examination room, urinalysis lab, and a food serving area. The administrative wing of the building includes 12 offices, 2 conference rooms, a break room, ITS room, print/copy room, open office area, restrooms and storage rooms/closets. The facility is substantially completed on August 23, 2011 and final commissioning is in progress. CSCD plans on occupying the building in early November. The building as designed and constructed is expected to achieve Leadership in Energy and Environmental Design (LEED) Silver certification.

## **STAFF RECOMMENDATIONS:**

Facilities Management Department (FMD) recommends approval of the dedication plaque layout and content as attached. This plaque will be permanently displayed at the new SMART Building B. FMD along with CSCD recommends setting of November 17, 2011 at 9:00 AM as the date and time for the Grand Opening and Dedication Ceremony for the new SMART Building B.

**ISSUES AND OPPORTUNITIES:**

This plaque layout and content is consistent with nine previously approved plaques that have been placed on newly constructed buildings in the past ten years. Travis County does not have a formally approved policy concerning the placement and content of dedication plaques for buildings. FMD has received direction through our County Executive to form an internal committee to review other jurisdictional policies for plaques and to come up with a policy recommendation for the Commissioners Court to consider. This process is underway and FMD will bring back the policy recommendation when the review is completed.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

No fiscal impact.

**ATTACHMENTS/EXHIBITS:**

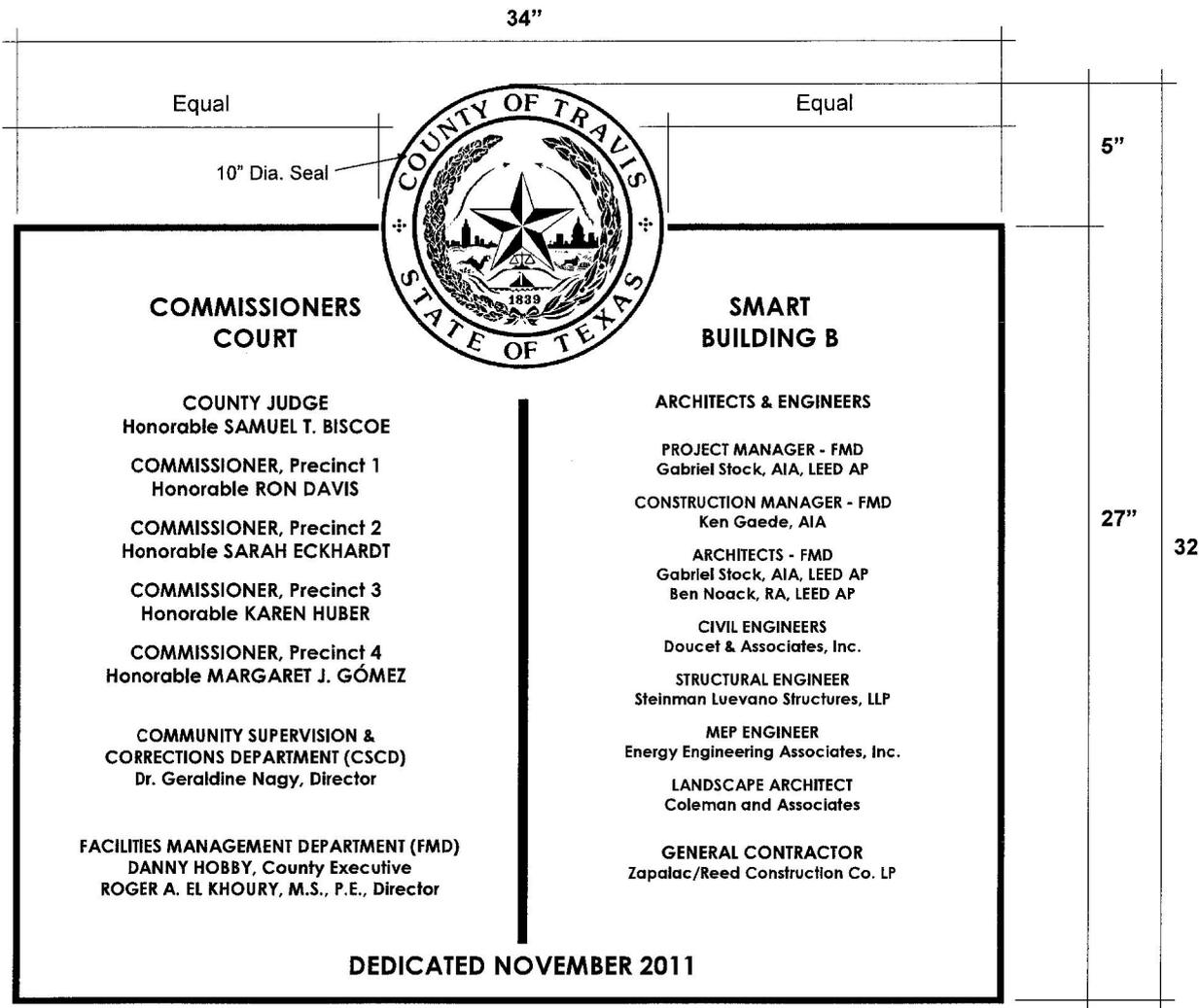
1. Drawing of proposed dedication plaque for SMART Building B.

**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


: :  
**9502 - Facilities -**



**NOTES:**

1. Drawing is approximate but final layout should be as close as possible in size, layout and style as the drawing.
2. Submit final layout for approval and commence fabrication only upon receipt of written confirmation of approval.

**TRAVIS COUNTY  
FACILITIES  
MANAGEMENT  
DEPARTMENT**

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

**SMART  
Building B  
Dedication Plaque**

Date: Sep 26, 2011  
Scale: 3" = 12"

**EXHIBIT  
1**



# Travis County Commissioners Court Agenda Request

**Meeting Date:** OCTOBER 11, 2011

**Prepared By/Phone Number:** Cheryl Aker, x49558

**Elected/Appointed Official/Dept. Head:** County Judge Sam Biscoe

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

## **AGENDA LANGUAGE:**

**CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CLAIMS FROM AND SETTLEMENT AGREEMENT WITH TECOLOTE FARMS, INC. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.071, CONSULTATION WITH ATTORNEY)**

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

See attached.

## **STAFF RECOMMENDATIONS:**

## **ISSUES AND OPPORTUNITIES:**

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

## **REQUIRED AUTHORIZATIONS:**

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

## CERTIFIED MINUTES EXCERPT

The Travis County Commissioners' Court convened on March 24, 2009. The following Item was considered:

- 28. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADDRESS WATER AVAILABILITY AND RELATED ISSUES AT TECOLOTE FARMS. (THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (2:01 PM) (2:34 PM) (5:07 PM)

**Clerk's Note:** Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Members of the Court heard from:** Katie Kraemer-Pitre, Owner, Tecolote Farms; Joe Gieselman, Executive Manager, TNR; and Skip Richter, Director, Texas AgriLife Extension Service, Travis County Health and Human Services (TCHHS).

**Motion by Judge Biscoe and seconded by** Commissioner Gómez that we needed answers to several important questions regarding:

- the amount of produce that could be made available;
- the estimated cost of the lines and meter, which TNR said it could get for us;
- the quantity of water needed, size of the lines;
- the defensibility by Travis County of any claims made against us;
- to determine whether or not there is a way for us to favorably consider this next week, Tuesday, March 31, 2009, and, if not, just make the call based on the facts available;
- the cost of separate well, and;
- any other questions or issues raised, if, after today, Court Members think of additional issues, we can just reduce those to writing and either send them to Christopher Gilmore, Assistant County Attorney or Joe Gieselman, Executive Manager, TNR depending on the nature of the point or issue.

<b>Motion carried:</b>	County Judge Samuel T. Biscoe	yes
	Precinct 1, Commissioner Ron Davis	yes
	Precinct 2, Commissioner Sarah Eckhardt	yes
	Precinct 3, Commissioner Karen Huber	yes
	Precinct 4, Commissioner Margaret J. Gómez	yes

I, Dana DeBeauvoir, County Clerk and Ex-Officio Clerk of the Commissioners' Court of Travis County, Texas, do hereby certify that the above is correct information from the Proceedings of the Commissioners' Court of Travis County, Texas.

Witness my hand and seal, this the 3<sup>rd</sup> day of October, 2011.

DANA DeBEAUVOIR  
County Clerk and Ex-Officio Clerk  
of the Commissioners' Court of  
Travis County, Texas

By: \_\_\_\_\_  
Gillian Porter, Deputy

## CERTIFIED MINUTES EXCERPT

The Travis County Commissioners' Court convened on April 14, 2009. The following Item was considered:

25. CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO ADDRESS WATER AVAILABILITY AND RELATED ISSUES AT TECOLOTE FARMS.  
(THIS ITEM MAY BE DISCUSSED IN EXECUTIVE SESSION PURSUANT TO GOV'T CODE ANN. 551.071, CONSULTATION WITH ATTORNEY) (2:03 PM)  
(3:27 PM) (6:11 PM)

**Clerk's Note:** The Court discussed an offer from Professor John Sharp, Department of Ground Water Sciences, University of Texas at Austin that his Ground Water Field Methods Class will conduct a survey of the affected area and present their findings to the Commissioners Court and the local landowners.

**Members of the Court heard from:** Bill Bunch, Save Our Springs Alliance; Professor John Sharp, Department of Ground Water Sciences, University of Texas at Austin; Melanie McAfee, Owner, Barr Mansion; and James Green, Subscriber, Tecolote Farms.

**Clerk's Note:** Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** for us to, basically, encourage that survey, along with the cooperation of the Petrie family; and that we indicate the Court's willingness to drill five test wells on the property after seeing the results of the survey, and that after we have accomplished those two activities, that we decide how to proceed. The intention will be that, if in fact, water is found on the property, then we will move accordingly.

**A Friendly Amendment to the previous Motion was offered by Commissioner Eckhardt** to also post the March 5, 2009 work session on the Travis County website.

**Acceptance of the Friendly Amendment was made by Judge Biscoe and Seconded by Commissioner Gómez.**

**Motion carried:**

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	yes

## CERTIFIED MINUTES EXCERPT

The Travis County Commissioners' Court convened on September 1, 2009. The following Item was considered:

39. RECEIVE BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION ON CLAIMS FROM TECOLOTE FARMS, INC. REGARDING WATER AVAILABILITY AND RELATED ISSUES. <sup>1</sup> (2:00 PM) (2:30 PM) (5:33 PM)

**Clerk's Note:** Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

**Members of the Court heard from:** Katie Kraemer-Pitre, Owner, Tecolote Farms; Sherine Thomas, Assistant County Attorney; John Hille, Assistant County Attorney; and Charles Bergh, Division Director, Parks and Natural Resources, TNR.

**Motion by Judge Biscoe and seconded by Commissioner Gómez** that we hold true to the County's previous position that we indicated by vote on April 14, 2009; that after an appropriate survey by Dr. John Sharp, Professor, Department of Ground Water Sciences, University of Texas at Austin and his people, the County would be willing to drill five test wells on the property after seeing the results of the survey; the survey was real positive as to three locations, and in my view, the County should hold true to this commitment and agree to drill for those wells; and the funds will be taken from the Risk Management Fund.

**A Friendly Amendment to the previous Motion was offered by Commissioner Davis** that the possibility of applying for federal dollars be looked into.

**Clerk's Note:** The Friendly Amendment was not accepted.

**An Addition to the previous Motion was made by Judge Biscoe** that the Motion would end with Travis County drilling test wells in the top three locations that surfaced in the survey; and that the County then will negotiate a settlement agreement to address the claim.

<b>Motion carried:</b> County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	no
Precinct 3, Commissioner Karen Huber	no
Precinct 4, Commissioner Margaret J. Gómez	yes

**JANUARY 12, 2010 VOTING SESSION**

**PAGE 16**

23. CONSIDER AND TAKE APPROPRIATE ACTION ON TRAVIS COUNTY ACTIVITIES SURROUNDING THE 2010 CENSUS, INCLUDING: (3:40 PM)
- A. EXPLANATION OF THE IMPORTANCE OF THE CENSUS TO TRAVIS COUNTY;
  - B. OVERVIEW OF AUSTIN-TRAVIS COUNTY COMPLETE COUNT COMMITTEE ACTIVITIES; AND
  - C. SUMMARY OF ACTIVITIES PLANNED BY TRAVIS COUNTY DEPARTMENTS AND INDEPENDENT ELECTED OFFICIALS.

**Clerk's Note:** Items 23.A-C are associated with one another and were called for concurrent discussion.

**Members of the Court heard from:** Deece Eckstein, Intergovernmental Relations Officer.

Discussion only. No formal action taken.

24. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING SETTLEMENT AGREEMENT WITH TECOLOTE FARMS, INC. (9:15 AM)

Item 24 postponed until February 10, 2010 or later.

FYI - This item did not come back to Court.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Cheryl Aker, x49558

**Elected/Appointed Official/Dept. Head:** County Judge Sam Biscoe

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

### **AGENDA LANGUAGE:**

**CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TERMINATION OF COUNTY WATER OUTLET IN SOUTHEAST TRAVIS COUNTY. (THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.071, CONSULTATION WITH ATTORNEY)**

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

See attached.

### **STAFF RECOMMENDATIONS:**

### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**

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

From Steven Manilla

### **Travis County Water Sales**

- During 1950's Travis County began bulk water sales to County residents, probably was non-potable water.
- The service evolved during the 1980's to potable water delivery service whereby the County was licensed and followed all the statutory requirements including testing.
- The service again changed during the mid 1990's to **non-potable** service and the County got out of the licensed/tested system and provided non-potable water at the four Satellite offices through a stand-pipe water outlet. Additionally, the potable water delivery trucks were sold to "China Town Water Works" (which is still in operation today).
- At some point during the late 1990's early 2000's water service was discontinued at Sat 3 (Hamilton Pool) and Sat 2 (West Service Center) and the service was only available at Sat 1 (Johnny Morris) and Sat 4 (SH 183).
- When the East Service Center was occupied in March of 2009 the service was discontinued at Sat 1 and was only available at Sat 4.
- With continuing issues of water theft, County Auditor concerns, violation of State and Federal regulations, non monitoring/metering of sales, non testing, and the high potential of liability, the County looked at discontinuing the service. Considering all of the factors, the decision was reached to discontinue the service at the end of the 2011 Fiscal Year.



## Travis County Commissioners Court Agenda Request

**Meeting Date:** Tuesday, October 11, 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:**

1. CONSIDER AND TAKE APPROPRIATE ACTION ON REDISTRICTING PRECLEARANCE SUBMISSION AND/OR SUPPLEMENT TO THE UNITED STATES DEPARTMENT OF JUSTICE.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** Back-up materials to follow.

**STAFF RECOMMENDATIONS:** Back-up materials to follow.

**ISSUES AND OPPORTUNITIES:** Back-up materials to follow.

**FISCAL IMPACT AND SOURCE OF FUNDING:** Back-up materials to follow.

**REQUIRED AUTHORIZATIONS:** None.

**NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:**

The Honorable David Escamilla  
Travis County Attorney  
Phone: 954-9165  
Email: [David.Escamilla@co.travis.tx.us](mailto:David.Escamilla@co.travis.tx.us)

Deece Eckstein  
Coordinator, Intergovernmental Relations  
Phone: 854-9754  
Email: [Deece.Eckstein@co.travis.tx.us](mailto:Deece.Eckstein@co.travis.tx.us)

Leroy Nellis, Budget Manager  
Planning and Budget Office  
Phone: 854-9106  
Email: [Leroy.Nellis@co.travis.tx.us](mailto:Leroy.Nellis@co.travis.tx.us)

The Honorable Judge Yvonne Williams  
Justice of the Peace, Precinct 1  
Phone: 854-7700  
Email: [Yvonne.Williams@co.travis.tx.us](mailto:Yvonne.Williams@co.travis.tx.us)

The Honorable Judge Glenn Bass  
Justice of the Peace, Precinct 2  
Phone: 854-4545  
Email: [Glenn.Bass@co.travis.tx.us](mailto:Glenn.Bass@co.travis.tx.us)

The Honorable Judge Susan Steeg  
Justice of the Peace, Precinct 3  
Phone: 854-6763  
Email: [Susan.Steeg@co.travis.tx.us](mailto:Susan.Steeg@co.travis.tx.us)

The Honorable Judge Raúl Arturo González  
Justice of the Peace, Precinct 4  
Phone: 854-9479  
Email: [Raul.Gonzalez@co.travis.tx.us](mailto:Raul.Gonzalez@co.travis.tx.us)

The Honorable Judge Herb Evans  
Justice of the Peace, Precinct 5  
Phone: 854-9050  
Email: [Herb.Evans@co.travis.tx.us](mailto:Herb.Evans@co.travis.tx.us)

The Honorable Danny Thomas  
Constable, Precinct 1  
Phone: 854-7510  
Email: [Danny.Thomas@co.travis.tx.us](mailto:Danny.Thomas@co.travis.tx.us)

The Honorable Adan Ballesteros  
Constable, Precinct 2  
Phone: 854-4515  
Email: [Adan.Ballesteros@co.travis.tx.us](mailto:Adan.Ballesteros@co.travis.tx.us)

The Honorable Richard McCain  
Constable, Precinct 3  
Phone: 854-2100  
Email: [Richard.McCain@co.travis.tx.us](mailto:Richard.McCain@co.travis.tx.us)

The Honorable Maria Canchola  
Constable, Precinct 4  
Phone: 854-9488  
Email: [Maria.Canchola@co.travis.tx.us](mailto:Maria.Canchola@co.travis.tx.us)

The Honorable Bruce Elfant  
Constable, Precinct 5  
Phone: 854-9100  
Email: [Bruce.Elfant@co.travis.tx.us](mailto:Bruce.Elfant@co.travis.tx.us)

The Honorable Dana DeBeauvoir  
Travis County Clerk  
Phone: 854-9188  
Email: [Dana.Debeauvoir@co.travis.tx.us](mailto:Dana.Debeauvoir@co.travis.tx.us)

The Honorable Nelda Wells Spears  
Travis County Tax Assessor Collector  
Phone: 854-9742  
Email: [NeldaWells.Spears@co.travis.tx.us](mailto:NeldaWells.Spears@co.travis.tx.us)

Melinda Avey  
GIS Coordinator, Travis County Tax Assessor-Collector/Voter Registrar  
Phone: 854-4454  
Email: [Melinda.Avey@co.travis.tx.us](mailto:Melinda.Avey@co.travis.tx.us)

Daniel Bradford, Assistant County Attorney  
Travis County Attorney's Office  
Phone: 854-9415  
Email: [Daniel.Bradford@co.travis.tx.us](mailto:Daniel.Bradford@co.travis.tx.us)

Elizabeth Corey, Purchasing Agent Assistant  
Travis County Purchasing Agent Assistant  
Phone: 854-9700  
Email: [elizabeth.corey@co.travis.tx.us](mailto:elizabeth.corey@co.travis.tx.us)

Mary Fero  
Elections Management Coordinator, Travis County Clerk  
Phone: 854-3293  
Email: [Mary.Fero@co.travis.tx.us](mailto:Mary.Fero@co.travis.tx.us)

Gail Fisher  
Elections Division Director, Travis County Clerk  
Phone: 854-9193  
Email: [Gail.Fisher@co.travis.tx.us](mailto:Gail.Fisher@co.travis.tx.us)

Kim Dilling  
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Phone: 854-9188  
Email: [Kim.Dilling@co.travis.tx.us](mailto:Kim.Dilling@co.travis.tx.us)

David Lamp'l  
Project Manager, ITS  
Phone: 854-6083  
Email: [David.Lamp'l@co.travis.tx.us](mailto:David.Lamp'l@co.travis.tx.us)

David Shore  
GIS Coordinator, TNR  
Phone: 854-9383  
Email: [David.Shore@co.travis.tx.us](mailto:David.Shore@co.travis.tx.us)

Patti Shannon  
Court Clerk, Precinct 2 Justice of the Peace  
Phone: 854-4545  
Email: [Patti.Shannon@co.travis.tx.us](mailto:Patti.Shannon@co.travis.tx.us)

Cindy Muller  
Senior Office Manager, Precinct 2 Justice of the Peace  
Phone: 854-4521  
Email: [Cindy.Muller@co.travis.tx.us](mailto:Cindy.Muller@co.travis.tx.us)



# MEMO

- For Your Information**
- Action Required**

**TO:** Travis County Commissioners Court

**FROM:** Deece Eckstein, Coordinator, IGR

**DATE:** Tuesday, August 30, 2011

**RE:** Pre-clearance submission for Voting Tabulation Districts (VTDs) adopted by the Court on October 4, 2011

## SUMMARY AND IGR RECOMMENDATION

The County's redistricting consultants have prepared the attached cover letter for the County's submission of changes to the Voting Tabulation Districts (VTDs), or election precincts, to the US Department of Justice.

IGR recommends approval of the cover letter and submission.

## BACKGROUND

The Voting Rights Act requires that changes to election precincts (known formally as Voting Tabulation Districts, or VTDs) be approved by the UD Department of Justice.

The Court approved a plan for changes to the existing Travis County VTDs on Tuesday, October 4, 2011. Those changes, along with the attached cover letter, will be submitted to the Department of Justice upon Court approval of the cover letter and submission. It has been reviewed by the County Attorney's Office.

**CC:** Redistricting stakeholders

October 14, 2011

VIA First Class Mail and e-mail:  
*vot1973c@usdoj.gov*

Mr. Christopher Herren, Esq.  
Chief, Voting Section  
Dept. of Justice Civil Rights Division  
320 First Street NW  
Room 818A  
Washington, D.C. 20001

**Re: Travis County, Texas  
Submission under Sec. 5, 42 USC 1973c, Redistricting  
Related Submission # 2011-3919 (Angela Miller, analyst)**

Dear Mr. Herren,

This is a submission under Section 5 of the Voting Rights Act, 42 U.S.C. 1973 c, on behalf of Travis County (hereinafter referred to as the "County"), which is a political subdivision of the State of Texas. The County Commissioners Court has adopted new voting precincts to conform to the new commissioner precincts. **TAB 1**<sup>1</sup>. The commissioner precinct lines have been submitted and you have given it file # 2011-3919 – Angela Miller is the assigned analyst.

These new voting precincts were adopted in open session pursuant to the Open Meetings Act.<sup>2</sup>

This submission is intended to obtain pre-clearance for future elections pursuant to Section 5 of the Voting Rights Act, 42 U.S.C. § 1973c. Electronic shape files of the voting precincts under submission will be sent by e-mail to [vot1973c@usdoj.gov](mailto:vot1973c@usdoj.gov) upon request.

<sup>1</sup> The submitting authority is aware that the Department of Justice has not approved the congressional and state house district lines and will make appropriate adjustments when the legal process establishes those district lines for the 2012 elections.

<sup>2</sup> A copy of the Resolution adopting the precincts is at TAB 2.

Pursuant to the Procedures for the Administration of Section 5 of the Voting Rights Act, as amended, 28 C.F.R. § 51.27, the following information is submitted for pre-clearance approval with respect to the proposed modifications:

28 C.F.R. § 51.27 subpart (a) & (b): *A copy of any ordinance, enactment, order, or regulation embodying a change affecting voting. & A copy of any ordinance, enactment, order, or regulation, embodying the voting practice that is proposed to be repealed, amended, or otherwise changed.*

The new voting precincts were adopted on Tuesday, October 4, 2011; Attachment 2 is a certified copy of the minute excerpt reflecting the adopted change.

28 C.F.R. § 51.27 subpart (d) and (e): *The name, title, address, and telephone number of the person making the submission. and The name of the submitting authority and the name of the jurisdiction responsible for the change, if different.*

This submission is being made on behalf of the County by the Law Office of Rolando L. Rios in his capacity as Redistricting Counsel for the County. They may be reached at 1-210-222-2102 as well as:

Rolando L. Rios & Associates, PLLC  
115 E. Travis  
Suite 1645  
San Antonio, Texas 78205  
(210) 222-2102  
(210) 222-2898 fax  
[rios@rolandorioslaw.com](mailto:rios@rolandorioslaw.com)

28 C.F.R. § 51.27 subpart (f): *If the submission is not from a state or county, the name of the county and state in which the submitting authority is located.*

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

28 C.F.R. § 51.27 subpart (g): *Identification of the person or body responsible for making the change and the mode of decision (e.g. act of State legislature, ordinance of city council, administrative decision by registrar)*

The proposed election change was made by the County pursuant to commissioners' court meetings conducted in which public notice of the time, place and purpose of the meetings was given as required by the Texas Open Meetings Act.

28 C.F.R. § 51.27 subpart (h): *A statement identifying the statutory or other authority under which the jurisdiction undertakes the change and a description of the procedures the jurisdiction was required to follow in deciding to undertake the change.*

The proposed voting precincts were made in accordance with the authority granted to the County by the Texas Statutes. In adopting these election districts, said election districts would not result in:

- (i) the dilution of voting strength of a group covered by the Federal Voting Rights Act, as amended;
- (ii) a dilution of representation of a group covered by the Federal Voting Rights act, as amended; or
- (iii) discouraging participation by a group covered by the Federal Voting Rights Act, as amended.

28 C.F.R. § 51.27 subpart (i): *The date of adoption of the change affecting voting.*

The County adopted the new voting precincts on Tuesday, October 4, 2011.

28 C.F.R. § 51.27 subpart (j): *The date on which the change is to take effect.*

The new voting precincts will take effect upon pre-clearance by the U. S. Department of Justice ("DOJ") to be used in 2012 election cycle.

28 C.F.R. § 51.27 subpart (k): *A statement that the change has not yet been enforced or administered or an explanation of why such a statement cannot be made.*

The changes under submission have not been enforced.

28 C.F.R. § 51.27 subpart (l): *Where the change will affect less than the entire jurisdiction an explanation of the scope of the change.*

The proposed changes affect the entire County.

28 C.F.R. § 51.27 subpart (m): *A statement of the reason for the change.*

The reasons for the proposed change are as follows:

- i. The latest United States Census indicated that the existing commissioner precincts were in violation of the one person one vote rule in that the top to bottom deviation exceeded 10%.
- ii. The constitutional one person one vote rule required that the population in each of the single member districts be equalized within a 10% top to bottom deviation.
- iii. The actual configuration resulted from input received from the incumbent elected officials and the election administrators pursuant to consideration of voter convenience.

28 C.F.R. § 51.27 subpart (n): *A statement of the anticipated effect of the change on members of racial or language minority groups.*

The proposed changes will have no adverse effect on racial or language minority groups.

28 C.F.R. § 51.27 subpart (o) and (p): *A statement identifying any past or pending litigation concerning the change or related voting practices.*

As far as the undersigned counsel is aware, there is no pending litigation concerning the proposed changes. If more information is need on this matter, we will supplement.

28 C.F.R. § 51.28 (f): *Publicity and participation:*

All commissioner court meetings discussing voting precinct changes were preceded by public notices as required by State Law.

28 C.F.R. § 51.28 (g): Availability of the submission:

A copy of this submission to the Attorney General the submission available for public viewing upon request.

28 C.F.R. § 51.28 (h): Minority group contacts:

Local minority contacts can be obtained by contacting the local elected officials.

The County asserts that the proposed voting precinct modifications do not have the purpose and will not have the effect of denying or abridging the right to vote on account of race, or color, or membership in a language minority group in contravention of the guarantees set forth in the Voting Rights Act.

The County respectfully requests that the proposed voting precinct modifications described in this submission be given pre-clearance approval.

Please feel free to contact me if you have questions or require additional information.

Thank you for your assistance.

Yours very truly,

LAW OFFICES OF ROLANDO L. RIOS

By:

Rolando L. Rios  
Redistricting Counsel

cc: file



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Elizabeth Montgomery, 854-3124

**Elected/Appointed Official/Dept. Head:** David Escamilla, County Attorney

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Consider and approve revised agreement with Austin Community Foundation to serve as Travis County Combined Charities Campaign 2011 Fiscal Agent

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

2011 Fiscal Agent Agreement with Austin Community Foundation

**STAFF RECOMMENDATIONS:** N/A

**ISSUES AND OPPORTUNITIES:** N/A

**FISCAL IMPACT AND SOURCE OF FUNDING:** N/A

### **REQUIRED AUTHORIZATIONS:**

**Sam Biscoe, County Judge, 854-9555**

**John Hille, County Attorney, 854-9513**

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

**DAVID A. ESCAMILLA**  
COUNTY ATTORNEY

STEPHEN H. CAPELLE  
FIRST ASSISTANT

JAMES W. COLLINS  
EXECUTIVE ASSISTANT

314 W. 11<sup>TH</sup>, STREET  
GRANGER BLDG., SUITE 420  
AUSTIN, TEXAS 78701

P. O. BOX 1748  
AUSTIN, TEXAS 78767

(512) 854-9513  
FAX: (512) 854-4808



**TRANSACTIONS DIVISION**

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TENLEY A. ALDREDGE

TAMARA ARMSTRONG

JAMES M. CONNOLLY

DANIEL BRADFORD

† Member of the College  
of the State Bar of Texas

October 5, 2011

Honorable Samuel T. Biscoe  
Travis County Judge  
P.O. Box 1748  
Austin, Texas 78701

Re: Travis County Combined Charities Campaign; Our File No. 188.273

Dear Judge Biscoe:

Upon approval of the Fiscal Agent Agreement by the Commissioners Court on September 20, 2011 our office forwarded the Agreement to the Fiscal Agent for approval. Austin Community Foundation has asked for an additional one-half percent to cover administrative costs. Therefore, I am returning this revised signed Agreement to the Commissioners for approval.

Sincerely,

A handwritten signature in blue ink, appearing to read "John C. Hille, Jr.", is written over a printed name and title.

John C. Hille, Jr.  
Assistant County Attorney

Enclosure

Cc: Honorable Ron Davis  
Honorable Sarah Eckhardt  
Honorable Karen Huber  
Honorable Margaret Gomez

## **TRAVIS COUNTY COMBINED CHARITIES CAMPAIGN FISCAL AGENT AGREEMENT**

This document is based on the premise that the Travis County Combined Charities Campaign (“TCCCC”) is owned by Travis County and its employees, and that every federation/fund admitted by the County has a right to participate in the workplace campaign on a fair and equitable basis.

The fiscal agent, Austin Community Foundation, agrees to manage the receipts of the campaign in compliance with the National Alliance for Choice in Giving ‘Standards of Conduct.’ The fiscal agent will in no way intentionally use its role as fiscal agent to assert its interests over the interests of other charitable organizations participating in the campaign.

1. Role and Duties of Fiscal Agent
  - A. Serve as the fiscal agent for the Travis County Combined Charities Campaign.
  - B. Provide Travis County employees, Travis County administration, and participating federations and funds with assurance of timely, accurate, and cost effective delivery of employee contributions to designated federations.
  - C. Process employee pledge forms. The following procedures will be observed:
    1. The fiscal agent will be provided all collected and completed campaign report envelopes, including pledge forms, cash, and checks, on a weekly basis throughout the campaign.
    2. The fiscal agent will safeguard all monies received by it. Any losses shall be reimbursed by the fiscal agent.
  - D. Process cash and checks within five business days of receipt at the fiscal agent headquarters.
  - E. Generate and distribute the following reports to applicable federations/funds by February 15 of each campaign year:
    1. A designation report.
    2. An acknowledgement report.
  - F. Distribute cash and check contributions to the applicable federations/funds by February 15 of each campaign year.
  - G. Distribute all payroll deduction contributions to applicable federations and funds as collected from the County on a quarterly basis, beginning in the month of May of each campaign year. Each federation or fund might not receive the full amount of designations due to uncollectible pledges.
  - H. Distribution of campaign proceeds to applicable federations will include all designated and undesignated contributions to each federation or fund and its member organizations. Undesignated contributions are shared on a

pro-rata basis between all participating federations and funds based on the amount of designations per federation or fund.

- I. Provide to the TCCCC, an itemized accounting associated with each Travis County Combined Charities Campaign. Copies of all receipts will be available upon TCCCC's request and will be available to the participating federations upon request.
- J. Provide to Travis County, upon request, access to the employee payroll deduction campaign pledge forms. The fiscal agent must keep the pledge forms and all financial records relating to the distribution of contributions for at least three years.

## 2. Campaign Management Responsibilities

- A. The Campaign Manager is responsible for campaign development and implementation in cooperation with the County, and for conducting the campaign, in consultation with the participating federations and funds.
- B. The Campaign Manager shall establish a fair and equitable speaker bureau that will afford speaking opportunities to all federations and funds on a schedule to be agreed upon by the participating federations/funds.
- C. The Campaign Manager will provide all participating federations and charities with fair and impartial representation to County employees.

## 3. Fairness and Equity

The Campaign Manger and participating federations/funds ensure that all campaign activities are conducted fairly and equitably to promote unified solicitation on behalf of all participants.

## 4. Cost and Compensation of the Fiscal Agent

- A. The fiscal agent shall be paid at the rate of one and one half percent (1.5%) of the gross contributions for the back room processing of contributions, (e.g., supplies, postage, reporting and processing of pledge forms and distribution checks).
- B. Administrative costs, including the cost of materials, will be shared pro-rata by all participating federations and funds based on the amount of designations per federation/fund and will be withheld from the February cash and check distribution of campaign designations and from the first payroll deduction distribution if needed.

## 5. Term of Agreement

This Agreement will be effective beginning October 1, 2011 and will continue through the final distribution of the 2010 - 2011 campaign contributions. The Agreement will automatically renew each year until one party notifies the other, on 60 (sixty) days notice of its desire to terminate.

The fiscal agent and the TCCCC shall commence performance of their respective obligations set forth herein upon execution of this Agreement

FISCAL AGENT:

Maibee Ramsey  
for Austin Community Foundation

9-30-2011  
Date

\_\_\_\_\_  
for Travis County Combined Charities

\_\_\_\_\_  
Date



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Vicki Skinner/854-9522

**Elected/Appointed Official/Dept. Head:** Rosemary Lehmburg, District Attorney

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Receive Fiscal Year 2012 Forfeited Property Account budget from the Travis County District Attorney's Office in accordance with the provisions of Article 59.06(d) of the Texas Code of Criminal Procedure.

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

The Travis County District Attorney's Office is submitting the FY2012 Forfeited Property Account budget in accordance with a statutory requirement. No Commissioners Court action is required.

### **STAFF RECOMMENDATIONS:**

N/A

### **ISSUES AND OPPORTUNITIES:**

N/A

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

N/A

### **REQUIRED AUTHORIZATIONS:**

N/A

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



**Rosemary Lehmborg ★ Travis County District Attorney**

P.O. Box 1748 Austin, Texas 78767 • Telephone: 512-854-9400 • Fax: 512-854-9695

**M E M O R A N D U M**

**TO:** Travis County Judge and Commissioners

**FROM:** Vicki Skinner, District Attorney's Office *Vicki Skinner for Rosemary Lehmborg*

**DATE:** October 3, 2011

**SUBJECT:** FY 2012 Forfeited Property Account Budget

Attached is the FY 2012 budget for the Travis County District Attorney's Forfeited Property Account. This budget is submitted in accordance with the provisions of Article 59.06(d) of the Texas Code of Criminal Procedure.

cc: Rosemary Lehmborg, District Attorney  
Jim Connolly, Assistant County Attorney  
Katie Petersen Gipson, Planning and Budget Office  
David Jungerman, Auditor's Office

**TRAVIS COUNTY DISTRICT ATTORNEY'S OFFICE  
FORFEITED PROPERTY ACCOUNT  
FY2012**

<b>EXPENDITURE CATEGORIES</b>	<b>BUDGET</b>
700 Salaries - Permanent Employees	\$160,000
800 Salaries - Temporary Employees	\$70,300
1100 Overtime Pay	\$8,000
1200 Other Pay	\$0
1500 Performance Pay	\$0
2000 Benefits	\$54,900
3000 Operating Supplies	\$102,300
4100 Communication, Mail Service	\$3,200
4200 Routine Duty Related Travel	\$22,000
5000 Repairs & Maintenance - Services Purchased	\$2,000
6000 Other Purchased Services	\$86,000
6100 Rent	\$16,000
6300 Court Related Expenditures	\$68,000
6500 Professional Development	\$27,000
7500 Miscellaneous	\$5,000
8000 Capital Equipment	\$25,000
9000 Interfund Transfers	\$31,000
	<hr/>
	\$680,700



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Deborah Trotter 854-7069

**Elected/Appointed Official/Dept. Head:** Estela P. Medina 854-7069

**Commissioners Court Sponsor:** Judge Biscoe

## **AGENDA LANGUAGE:**

Consider and take appropriate action on Amendment Number Ten between Travis County, the Travis County Juvenile Board, and the Austin Independent School District to continue the Truancy Court Project for the 2011-2012 fiscal year.

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

The Truancy Court Project was established in fiscal year 2002 as part of a collaborative and coordinated approach to address, reduce and prevent truancy and has been renewed by all parties annually. The Truancy Court is designed to provide quick intervention to chronic truants at the student's home school. It provides for supervision, referrals to community services and regular review of a student's progress toward reduced truancy.

The original agreement for the Truancy Court among Travis County, the Travis County Juvenile Board and the Austin Independent School District addressed project operations and responsibilities of the project partners as well as project funding. The renewal Amendment Number 10 with AISD is substantially the same as the prior year with AISD providing the same level of funding to the project as last fiscal year.

This Amendment Number Ten has been approved by the Travis County Juvenile Board and the AISD Board of Trustees.

## **STAFF RECOMMENDATIONS:**

The Travis County Juvenile Probation Department respectfully recommends approval of the interlocal.

## **ISSUES AND OPPORTUNITIES:**

Approval of this interlocal continues the partnership with AISD that allows for the creation of a specialized court within Travis County to assist with the truancy issues of 4 middle schools within Travis County, the City of Austin and AISD.

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

This interlocal agreement provides funding for the Truancy Court in the amount of \$97,411.

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

Please note, the Truancy Court also receives funding from the City of Austin, a transfer from the General Fund and other grant resources (Title IV-E). The District Attorney also provides in-kind services through a prosecutor that supports the program.

## **REQUIRED AUTHORIZATIONS:**

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

AMENDMENT NUMBER TEN  
TO THE TRUANCY COURT PROJECT AGREEMENT BETWEEN  
TRAVIS COUNTY, THE TRAVIS COUNTY JUVENILE BOARD AND THE  
AUSTIN INDEPENDENT SCHOOL DISTRICT

This Amendment Number Ten (this "Amendment Ten") to the Truancy Court Project is entered into by Travis County ("COUNTY"), the Travis County Juvenile Board ("TCJB") and the Austin Independent School District ("AISD"), hereinafter collectively referred to as the "Parties", pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

WHEREAS, in February of 2002 the Parties entered into an agreement for Truancy Court Pilot Project ("Agreement"); and,

WHEREAS, the Initial Term of the Agreement was from the date of its execution through September 30, 2002; and,

WHEREAS, the Agreement provided that the term of the Agreement could be extended for additional one-year terms by written agreement of the Parties; and,

WHEREAS, the Parties entered into Amendment Nine to the Agreement for the period October 1, 2010, through September 30, 2011; and

WHEREAS, from October 1, 2011 to the date of this Amendment Ten, the Parties have continued to operate the Truancy Court Pilot Project without formal written amendment of the Agreement to extend its terms; and

WHEREAS, the Parties now desire to ratify and approve the extension of the Agreement from October 1, 2011, through September 30, 2012, and to provide funding for such term.

NOW, THEREFORE, in consideration of the above premises, the Parties hereby ratify and approve this Amendment Number Ten to the Agreement as follows:

1. The Agreement is extended for an additional one-year period, from October 1, 2011, through September 30, 2012 (the "FY 2012 Term").
2. All references to the word "Pilot" within the Agreement are deleted and the Truancy Court Pilot Project is hereinafter referred to as the Truancy Court Project.
3. AISD agrees to provide funding to County in the amount of \$97,411 for the services provided by TCJB from October 1, 2011 through September 30, 2012. County shall invoice AISD on a quarterly basis and invoices shall be accompanied by records or documentation supporting the invoiced amount. Expenditures of Truancy Court Project FY 2012 funds shall include operating expenses and personnel costs as determined by the Truancy Court Program Administrator. Operating expenses may include the expenditure of funds for incentives to youth participation in the project.

4. The Parties agree that except as specifically amended above, all other terms and conditions of the Agreement shall remain in full force and effect.

5. This Amendment shall have an effective date of October 1, 2011.

Executed as of the latest date set forth below:

**COUNTY OF TRAVIS**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Samuel T. Biscoe, County Judge

**TRAVIS COUNTY JUVENILE BOARD**

By:  9/29/11  
The Honorable Darlene Byrne Date  
126<sup>th</sup> Judicial District Court  
Chair of the Juvenile Board

**AUSTIN INDEPENDENT SCHOOL DISTRICT**

By:  8/22/11  
Mark Williams, President Date  
Board of Trustees  
APPROVED AS TO LEGAL FORM  
MEW 8-5-11



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Deborah Trotter 854-7069

**Elected/Appointed Official/Dept. Head:** Estela P. Medina 854-7069

**Commissioners Court Sponsor:** Judge Biscoe

### **AGENDA LANGUAGE:**

Consider and take appropriate action on request to approve the Memorandum of Understanding for operations of the Travis County Juvenile Justice Alternative Education Program for the 2011-2012 school year.

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

Travis County Juvenile Probation Department operates the Travis County Juvenile Alternative Education Program (JJAEP) as mandated by Chapter 37 of the Texas Education Code under the oversight of the Travis County Juvenile Board. Further, Section 37.011 of the Texas Education Code requires the Travis County Juvenile Board and all of the school districts in the county to enter into a joint memorandum of understanding that addresses certain specified requirements for the operations of the JJAEP annually.

The proposed Memorandum of Understanding for the JJAEP of Travis County, to be effective September 1, 2011 through August 31, 2012, is between Travis County, the Travis County Juvenile Board ("TCJB"), and the following school districts: Austin, Del Valle, Eanes, Lago Vista, Lake Travis, Leander, Manor, Pflugerville, and Round Rock. The MOU was approved by the Travis County Juvenile Board on September 14, 2011 and has been approved by all of the participating ISDs.

### **STAFF RECOMMENDATIONS:**

The Travis County Juvenile Probation Department respectfully recommends approval of the Memorandum of Understanding.

### **ISSUES AND OPPORTUNITIES:**

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

### **REQUIRED AUTHORIZATIONS:**

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

**MEMORANDUM OF UNDERSTANDING  
FOR THE  
JUVENILE JUSTICE ALTERNATIVE EDUCATION COOPERATIVE  
OF TRAVIS COUNTY**

This Memorandum of Understanding ("Agreement") is an interlocal agreement entered into pursuant to Texas Education Code, Chapter 37 and the Texas Interlocal Cooperation Act, Texas Government Code Chapter 791, and is entered into to be effective the 1st day of September, 2011, between Travis County, the Travis County Juvenile Board ("TCJB"), and the following educational entities: Austin Independent School District, Del Valle Independent School District, Eanes Independent School District, Lake Travis Independent School District, Lago Vista Independent School District, Leander Independent School District, Manor Independent School District, Pflugerville Independent School District, and Round Rock Independent School District (hereinafter referred to collectively as the "ISDs"). The parties to this Agreement shall be collectively referred to herein as "Participants."

**RECITALS:**

**WHEREAS:**

- (1) Texas Education Code Sec. 37.011(m) requires the TCJB to enter into a memorandum of understanding with the ISDs establishing a juvenile justice alternative education program; and
- (2) The Participants desire to participate in the Juvenile Justice Alternative Education Program Cooperative of Travis County ("JJAEP Co-Op") and to comply with the agreements contained herein; and
- (3) The ISDs wish to reach an agreement with the TCJB as to the placement of students expelled from school under the discretionary expulsion and removal provisions of Texas Education Code Chapter 37; and
- (4) The Participants desire to create and operate the JJAEP Co-Op pursuant to Chapter 37 of the Texas Education Code and this Agreement; and
- (5) The Participants further desire to define and create the duties and responsibilities of the Participants, and to set forth herein the methods by which the Participants shall fund, govern and establish the JJAEP Co-Op; and

(6) The Participant ISDs recognize that the Texas Legislature has appropriated certain funds to pay the County and TCJB for the cost of educating students in the JJAEP Co-Op who are expelled under the mandatory expulsion provisions of Texas Education Code Chapter 37. However, such funds are insufficient to meet the cost of educating students in the JJAEP Co-Op; and

(7) The ISDs are required to consider course credit earned by a student while in the JJAEP Co-Op as credit earned in a school district program pursuant to Texas Education Code Section 37.010(d), and the ISDs have an ongoing interest in the quality of education provided in the JJAEP Co-Op and the academic success of students who will be returned from the JJAEP Co-Op to the regular school setting. Therefore, the ISDs desire to assist in providing the JJAEP Co-Op with full, adequate funding; and

(8) The relationship between the Participants necessitates this Interlocal Agreement;

**NOW THEREFORE, BY THIS AGREEMENT IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTICIPANTS AS FOLLOWS:**

**SECTION ONE: DEFINITIONS**

For purposes of this Agreement:

1.1 "discretionary" shall mean any student who is expelled or removed from the regular classroom and meets the definition of any one of the following three categories:

1.1.a. "discretionary Category I" shall mean any student who is expelled under Texas Education Code Sec. 37.007 (b), (c), (f) or (i);

1.1.b. "discretionary Category II" shall mean any student who is expelled for committing an off-campus offense as provided for under Texas Education Code Sec. 37.0081(a);

1.1.c. "discretionary Category III" shall mean any student who is a publicly registered sex offender who is eligible for placement in the JJAEP under Subchapter I of Chapter 37 of the Texas Education Code.

1.2 "ISSP transition team" shall mean those persons responsible for reviewing a student's academic progress in accordance with Texas Education Code Sec. 37.011(d); that is, the TCJB or its designee, and the parent or guardian of the student. For purposes of this Agreement, a representative of the ISD from which the student was expelled may also be a member of the ISSP transition team, together with any JJAEP Co-Op staff as may be appropriate.

1.3 "mandatory expulsion" shall mean any student who is expelled pursuant to the provisions of Texas Education Code Sec. 37.007 (a), (d) or (e).

1.4 "rollover funds" shall mean all funds paid by the ISDs to the TCJB for either discretionary or mandatory expulsion allotments that remain unexpended on August 31 of each year.

1.5 "semester" as referenced by the Texas Education Code Subchapter I. Placement of Registered Sex Offenders shall mean 90 school days.

1.6 "student" shall mean any person residing in Travis County aged ten years or older and required to attend school pursuant to Texas Education Code Sec. 25.085.

## **SECTION TWO: STUDENT CODES OF CONDUCT**

2.1 The JJAEP Co-Op will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which students will be subject to expulsion from the school setting and placement in the JJAEP Co-Op. Each ISD agrees that the following categories of conduct constitutes "serious and persistent misbehavior" that may result in expulsion from the school district alternative education program under Texas Education Code Sec. 37.007 (c):

"Serious or persistent misbehavior" shall mean two or more violations of the District's Student Code of Conduct in general, or repeated occurrences of the same violation. "Serious" offenses include, but are not limited to: assault of a teacher or other individual; retaliation against a school employee or volunteer; the use, gift, sale, delivery, possession, or being under the influence of alcohol, marijuana, other controlled substances, dangerous drugs or abusable glue or volatile chemicals; engaging in conduct that constitutes criminal mischief; vandalism; robbery or theft; extortion, coercion or blackmail; aggressive, disruptive action or group demonstration that substantially disrupts or materially interferes with school activities; hazing; profanity, vulgar language, or obscene gestures directed toward teachers or other school employees; fighting; public lewdness; sexual harassment of a student or District employee; falsification of records, passes, or other school-related documents; terroristic threat or false report pursuant to Texas Education Code Sec. 37.007(b)(1); and possession or distribution of pornographic materials. A student may be subject to "discretionary" expulsion for serious and persistent misbehavior only if the student is already in a school district alternative education program, and engages in, or continues to engage in "serious and persistent misbehavior."

These categories of misconduct are intended to be illustrative, and not comprehensive. Individual ISDs may include other similar categories of misconduct in the ISD's Student Code of Conduct; provided, however, that the conduct specified for this category of offense should reflect student misbehavior that is either serious or persistent in nature.

### **SECTION THREE: GOVERNANCE OF JJAEP CO-OP**

3.1 Composition of Governing Body - The JJAEP shall operate as a function of Travis County and the TCJB, separate and apart from the other Participants to this Agreement. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than Travis County and the TCJB.

3.2 Executive Committee - Upon the effective date of this Agreement, there shall be created an Executive Committee, consisting of one (1) representative of each ISD, one (1) representative of Travis County, and one (1) representative of the TCJB, each to be appointed by the respective governing body. All representatives to the Executive Committee shall be named not later than thirty (30) days from the effective date of this Agreement. Vacancies on the Executive Committee shall be filled by appointment by the governing body represented thereby. The Executive Committee exists solely to advise and assist the TCJB, and has no authority to direct or control the JJAEP Co-Op.

3.3 Quorum and Voting - Four (4) members of the Executive Committee shall constitute a quorum. The Executive Committee shall act by and through resolutions, motions or orders adopted or passed by the Executive Committee upon the vote of the majority of the members the Executive Committee attending the meeting at which the issue was presented.

3.4 Voting Rights - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Chair shall have two votes.

3.5 Chair - At the initial meeting of the Executive Committee, and thereafter annually, the Executive Committee shall select from its membership a Chair by the affirmative vote of a majority of the members. The Chair shall prepare the agenda, preside over the meetings of the Executive Committee and shall be responsible for scheduling regular and special called meetings of the Executive Committee, including the provision of notice thereof.

3.6 The TCJB representative shall act as custodian of all minutes, records, and reports of the Executive Committee, and shall generally assist the Chair and shall have such powers and perform such duties and services as shall from time to time be delegated to him or her by the Chair.

3.7 The Chair shall serve in his or her respective capacities until tendering written resignation(s) or until replacement by a majority vote of the members of the Executive Committee.

3.8 The Chair shall be entitled to vote on all matters coming before the Executive Committee.

3.9 Meetings - The Executive Committee shall hold regular meetings at such time and in such place determined by the Executive Committee. If the Executive Committee does not designate the place of meeting, the meeting shall be held at the Administrative Offices of the Austin Independent School District, 1111 West 6th Street, Austin, Texas, 78703. Procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the Executive Committee shall be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

3.10 Notice of Meeting - Written notice of the regular meetings of the Executive Committee shall be mailed, delivered or sent by electronic mail to each member not less than five (5) days prior to the date thereof. Written notice of all meetings of the Executive Committee shall be posted at the place(s) for posting notice of public meetings of each of the Parties hereto in accordance with the Texas Open Meetings Act. The Chair of the Executive Committee shall transmit to each member of the Executive Committee a notice for the purpose of such posting not less than five (5) days prior to the date of the meeting. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the general direction of Chair of the Committee, or the members calling the meeting.

3.11 Duties - The activities of the Executive Committee shall include, but not be limited to the following:

- A. To develop and recommend proposed written operating policies to the TCJB consistent with any rules and regulations adopted by the Texas Juvenile Probation Commission pursuant to Texas Education Code Sec. 37.011, and Texas Human Resources Code Sec. 141.042(a) regarding the operations, policies and procedures of the JJAEP Co-Op, and to make advisory recommendations to the TCJB regarding such operations, policies, and procedures including suggested changes or amendments thereto;

- B. To review the contractual requirements and arrangements between the TCJB and third-party providers of goods and services in connection with the creation and operation of the JJAEP Co-Op, and to make recommendations to the TCJB in connection with such contracts;
- C. To act as a liaison between the Participants and any third-party providers of programs or services. Such liaison services shall include, but not be limited to general communications, problem resolution, and Participant meeting coordination;
- D. To participate in an advisory capacity in the development of the annual operating budget for the JJAEP Co-Op; to recommend the initial criteria for, and thereafter monitor the ISDs' billing and payment schedule for the JJAEP Co-Op;
- E. To facilitate coordination with the Participants to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the JJAEP Co-Op and the subsequent transition back into the school setting;
- F. To assist the TCJB in developing job descriptions, screening applicants, and making personnel and staffing recommendations for the JJAEP Co-Op;
- G. To formulate and recommend other policies or procedures as appropriate to the TCJB as may be necessary to operate consistent with any rules and regulations as shall be adopted by the Texas Juvenile Probation Commission; and
- H. To formulate and recommend a consistent method for calculating the budget and cost projections for the JJAEP Co-Op.

3.12 JJAEP Co-Op Executive Committee Compensation -No member of the JJAEP Co-Op Executive Committee shall receive compensation for his or her services as a member of the Committee. Nothing herein contained shall be construed to preclude any Committee member from receiving compensation or reimbursement for expenses from the member's respective employer for serving on the Committee.

#### **SECTION FOUR: STUDENT PLACEMENT IN JJAEP**

4.1 The Participants hereto acknowledge that Texas Education Code Sec. 37.010 (a) requires that every expelled student in a county with a population of 125,000 or greater who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the JJAEP Co-Op to provide educational services to all expelled students, as provided more fully herein. However, no students will be assigned to the Travis County JJAEP except as set forth by provisions of this Agreement.

4.2 Students who are expelled from the school district setting will be afforded due process within the respective ISD as provided by school district policy and federal and state law.

4.3 Each ISD shall use its best efforts to notify the juvenile court in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in conduct for which the student will be subject to mandatory expulsion. Such notice may be given in addition to any notice required under Texas Family Code Sec. 52.041. If the juvenile court receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall consider entering an order that the student attend the JJAEP Co-Op as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.4 Every student eligible for placement in the JJAEP as set forth by the provisions of this Agreement who has been expelled from an ISD, and for whom information has been provided by the ISD from which the student has been expelled to the juvenile court in accordance with Texas Family Code Sec. 52.041, shall be ordered by the juvenile court to enroll in the JJAEP Co-Op as soon as reasonably practicable after the juvenile court's receipt of such notice.

4.5 Failure of an ISD to timely notify the juvenile court of an expulsion pursuant to Texas Family Code Sec. 52.041 shall result in the student's duty to continue attending the school district's educational program, which shall be provided to that student until such time as the notification to the juvenile court is properly made.

4.6 The juvenile court shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the juvenile court ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the juvenile court shall consider entering an order that the student immediately begin

attending the JJAEP Co-Op pending resolution of the disciplinary action, including any expulsion hearings, at the ISD.

4.7 It is the intent of the Participants hereto that for each expelled student who is placed in the JJAEP Co-Op, the term of such placement will be coterminous with the term of the student's expulsion from school. The ISDs agree that a placement term of no less than one six week grading period will be required, absent extenuating circumstances. Students must remain in the JJAEP Co-Op for the full period ordered by the juvenile court unless the student's school district agrees to accept the student before the date ordered by the juvenile court or the student is referred back to the ISD pursuant to Section 4.8 or Section 4.9 herein. The juvenile court shall consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, or such conditions required by the prosecutor or probation department, and if the student meets the requirements for admission into the public schools established by law, the school district in which the student resides must readmit the student, but may assign such student to the school district alternative education program.

4.8 It is the intent of the Participants hereto that the JJAEP Co-Op shall give priority to mandatory expulsion students from each of the ISDs. It is understood by the Participants, however, that the JJAEP Co-Op has limited space and staffing, and that conditions outside the control of any Participant to this Agreement may cause fluctuations in the JJAEP Co-Op population. The current maximum capacity of the JJAEP is fifty students. The "maximum capacity" of the JJAEP may be redefined from time to time, however, as deemed appropriate by the JJAEP Co-Op. Given the limited space at the JJAEP, participants agree to abide by the following procedures for discretionary placement decisions:

- A. Each participating school district will be permitted to enroll as many as four discretionary students in the JJAEP Co-Op at any time during the school year. These students must meet the definition of discretionary Category I, II or III as set forth by this Agreement.
- B. Discretionary students will not be accepted into the JJAEP in the event that maximum capacity has been reached.
- C. Discretionary students will not be accepted into the JJAEP if the student is seventeen (17) years of age or older, and not under the jurisdiction of the juvenile court.

In the event the JJAEP has reached maximum capacity and a mandatory expulsion student is referred for placement in the JJAEP Co-Op, the JJAEP Manager will immediately identify the school district(s) with the highest number of discretionary student placements, and determine which discretionary student from these districts should be dismissed from the JJAEP Co-Op to accommodate the additional mandatory expulsion student. The JJAEP Manager will base this decision on information regarding the circumstances for the expulsion and the student's behavior while at the JJAEP.

4.9 A student who is assigned to the JJAEP as a "discretionary category II" student for a felony offense under TEC Section 37.0081(a) shall be returned to the sending ISD upon the first of the following events to occur:

- a. The charges are dismissed or reduced to a misdemeanor offense,
- b. The student is acquitted,
- c. The student completes the term of placement,
- d. The student is assigned to another program,
- e. The student graduates from high school.

#### **SECTION FIVE: LIAISON**

5.1 Each ISD shall notify the juvenile court in writing of its designated Liaison. Each Liaison shall have authority to offer recommendations to the juvenile court regarding placement alternatives for students under the jurisdiction of the juvenile court, and to bind the Liaison's respective ISD to any agreement to return a child to the school setting.

5.2 The Liaison shall assist the juvenile court in obtaining the permission from the parent(s) of each student served by the JJAEP Co-Op to release medical, educational or other appropriate records to the juvenile court and to the JJAEP Co-Op. In the absence of such parental consent, the juvenile court may consider the need for a court order releasing such records, and the Liaison may provide the juvenile court with such other educational information regarding the child as may be permitted by law.

5.3 The Liaison shall be responsible for coordinating the ISD's participation on the ISSP transition team, as appropriate.

5.4 As necessary, the Liaison will consult with representatives of the Participants regarding matters affecting the programs, services, and student population of the JJAEP Co-Op.

## **SECTION SIX: JJAEP CO-OP FACILITIES AND STAFFING**

6.1 The JJAEP Co-Op facilities and staffing will be provided by Travis County and the TCJB. Such facilities and staffing may be provided under a separate agreement with one or more ISDs or a third party provider. It is contemplated by the Participants that the facilities, staffing, services and other requirements of the JJAEP Co-Op will be fully operational no later than the first day of school in each year in which this Agreement continues in force and effect. The JJAEP Co-Op shall operate on the same school calendar as the Austin Independent School District. TCJB shall comply with all state bidding and procurement laws in obtaining facilities and staffing for the JJAEP Co-Op to the extent such are applicable.

## **SECTION SEVEN: TRANSPORTATION**

7.1 Each ISD shall be responsible for providing for the transportation of its students to and from the JJAEP Co-Op facility. Each ISD acknowledges and agrees that the student drop off and pick-up locations will be no further than two (2) miles from the students' residence. Disciplinary incidents occurring during transport on the ISDs' vehicles will be referred to the JJAEP Program Administrator or designee for appropriate disciplinary action.

## **SECTION EIGHT: RELEASE OF STUDENT AND JUVENILE RECORDS**

8.1 The governing body of each Participant finds that in order to appropriately serve students receiving services under this Agreement, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. In the absence of parental consent, the juvenile court with jurisdiction over a student receiving educational services under this Agreement shall consider authorizing the entities providing services to such student to release appropriate juvenile, educational, diagnostic, treatment or other records as appropriate to permit the consistent provision of services to the student.

8.2 All student education records discussed or reviewed by any person specific to an individual student shall be considered confidential, and shall be shared only with the juvenile court, the student, the parent(s) or guardian(s) of the student, and those employees of the juvenile court, Participant, or JJAEP Co-Op with a legitimate educational interest in the student. Student educational records shall be transferred to the appropriate ISD upon dismissal of a student from the JJAEP Co-Op.

8.3 Each ISD shall be responsible for providing the JJAEP the following education records prior to the students admission to the JJAEP:

- Grades and transcript (current and past semester)
- Immunization records
- Special Education assessments if applicable
- ARD and IEP information if applicable
- Current information related to state-mandated assessments
- Attendance and grades for one prior full semester

## **SECTION NINE: FUNDING FOR JJAEP CO-OP**

9.1.a. Daily Rate for Discretionary Category I and III Students - The ISDs will be billed a daily rate not to exceed the daily rate authorized by the Texas Juvenile Probation Commission for mandatory expulsion students, for each day a "discretionary category I" student, who is expelled pursuant to Texas Education Code Sec. 37.007 (b), (c), (f) or (i), and "discretionary category III" student, who is placed as a publicly registered sex offender pursuant to Texas Education Code Chapter 37 Subchapter I, is in attendance in the JJAEP Co-Op.

9.1.b. Daily Rate for Discretionary Category II Students - The ISDs will be billed a daily rate based on the actual operational costs as determined by the Travis County Juvenile Board based on the Board's annual audit for each day a "discretionary category II" student who was expelled for felonies pursuant to Texas Education Code Section 37.0081 is enrolled in the JJAEP. Audit figures from the most recently finalized audit will be used to set current year actual daily costs. The rate per student per day of enrollment for school year 2011-2012 will be set by the Travis County Juvenile Board at their duly noticed meeting in September, 2011 and notification will be provided to all ISDs under this Agreement.

9.2 Rollover Funds- If any portion of the funds paid by the ISDs hereunder remain unused at the end of any school year, such funds shall become rollover funds for the following year, and shall be applied to the cost of funding JJAEP Co-Op operational expenses for the subsequent school year(s).

9.3 Maintenance of Depository Account - Travis County shall place all funds received hereunder in a fully insured depository account, or other secured account as required by law. Funds received hereunder shall be separately accounted for and may not be budgeted or allocated for any purpose other than the operation of the JJAEP Co-Op. All principal and any interest accruing to the TCJB account from such deposited funds shall be credited to the JJAEP Co-Op and shall be used for the necessary and reasonable expenses of the JJAEP Co-Op and shall not be commingled with the regular operating funds of either the TCJB or Travis County. All rollover funds shall be separately accounted for and used to fund program costs for the subsequent school year.

9.4 **Accounting** Travis County shall provide an accounting to the Participants, on an as-requested basis, of the amounts paid to the TCJB in connection with the JJAEP Co-Op, together with supporting documentation.

9.5 **Billing** - Travis County agrees to establish and coordinate billing arrangements with the ISDs with respect to the ISDs' funding obligations, if any, to the JJAEP Co-Op under this Agreement.

9.6 **Audit** - At least annually, Travis County shall provide an audited accounting to the other Participants of funds received and paid with respect to the JJAEP Co-Op.

9.7 **Budget** - The Executive Committee shall provide recommendations to the TCJB on budgetary matters relating to the establishment and operation of the JJAEP Co-Op.

**SECTION TEN: SPECIAL SERVICES**

10.1 The TCJB shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The ISD in which a student resides shall provide and fund related services specified in the Individualized Education Plan to eligible students under the Individuals with Disabilities Education Act.

10.2 TCJB and the ISDs shall cooperate in the provision of related services to students placed in the JJAEP Co-Op.

10.3 Each ISDs shall provide reasonable notice to the administrator of the JJAEP Co-Op of the ISD's Admission, Review and Dismissal Committee ("ARD") meetings where placement in the JJAEP Co-Op will be considered or when reviewing or modifying the program of a special education student in the JJAEP Co-Op. The ISDs shall be responsible for scheduling and sending notices of ARD meetings during the period of expulsion, and for notifying and inviting JJAEP Co-Op representatives to participate in ARD meetings. For students receiving services under the Individuals with Disabilities Education Act, the Admission, Review and Dismissal Committee meetings shall satisfy the requirement for ISSP transition team meetings as otherwise required in Section 12.1 herein.

10.4 If, after placement of a discretionary student with disabilities in the JJAEP Co-Op under this Agreement, the administrator of the JJAEP Co-Op has concerns that the student's educational or behavioral needs cannot be met in the JJAEP Co-Op, the administrator (or his/her designee) shall immediately provide written notice to the ISD from which the student was expelled. Upon receipt of such notice, the ISD shall convene an ARD committee meeting to

reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the JJAEP Co-Op. A representative of the JJAEP Co-Op may participate in the ARD committee meeting to the extent that the meeting relates to the student's placement or continued placement in the JJAEP Co-Op.

**SECTION ELEVEN: EXPEDITED MAGISTRATE SYSTEM**

11.1 The expeditious hearing of all cases related to the JJAEP Co-Op by the juvenile court is crucial to the spirit and the letter of the Texas Legislature's changes to both the Education and the Juvenile Justice Codes. Accordingly, the following expedited judicial procedures shall be applied to those cases concerning students expelled from the school setting:

- A. The juvenile courts shall establish a procedure by which the Gardner-Betts Intake Division shall identify students who are eligible for placement in the JJAEP Co-Op, and notify the District Attorney when it receives a referral for an offense which may result in placement in the JJAEP Co-Op not later than the next working day after the referral is received.
- B. The ISDs shall make their best efforts to conduct their expulsion hearings no later than seven school days after an offense is reported to the respective school Liaison. If the student is expelled, the ISD will send to the juvenile court, not later than the second working day after the expulsion hearing, the recommendations of the Liaison regarding placement of the student in either the JJAEP Co-Op or a school district program. The Liaison will also forward such academic and behavioral records as it may have legal authority to share with the juvenile court, or in the absence of such authority, shall forward a written report to the juvenile court relating non-confidential information that is relevant to the educational placement of the student.
- C. Upon receipt of a referral or Preliminary Investigation Report on a student eligible for placement in the JJAEP Co-Op, the District Attorney shall review such referral or Preliminary Investigation Report, and shall file a delinquency petition, if appropriate, not later than five working days after receipt of the Preliminary Investigation Report.
- D. The juvenile court hearing on a delinquency petition filed under subsection (C) herein shall be conducted no later than fourteen days after the delinquency petition is filed. It is the intent of the Participants that the term of probation for any student placed in the JJAEP Co-Op will not be shorter than the term of the student's expulsion from school.

## **SECTION TWELVE: ACADEMIC REVIEW AND TRANSITION**

12.1 Within a reasonable period of time after admission to the JJAEP Co-Op, each student shall have an Individual Student Services Plan ("ISSP") prepared by the ISSP transition team to meet the student's individual academic needs. The ISSP shall be reviewed periodically, at reasonable intervals, and shall address each student's emotional, social, and educational needs. In the case of a high school student, the ISSP shall contain a review of the student's progress toward meeting high school graduation requirements and shall establish a specific graduation plan for the student. The ISSP shall be designed by the ISSP transition team and any other persons deemed appropriate by the TCJB, and shall require parental participation. For students receiving services under the Individuals with Disabilities Education Act, no ISSP transition team review shall be required under this section.

12.2 The TCJB shall provide to the ISDs a summative evaluation of the performance of all students served by the JJAEP Co-Op on an annual basis. Such evaluation shall reflect the academic performance of students served in the JJAEP Co-Op each year, as well as providing follow-up with former students of the JJAEP Co-Op. The ISDs shall assist the JJAEP Co-Op in developing meaningful performance measurement criteria, and in providing follow-up data for former JJAEP Co-Op students who return to the school setting. All Participants shall use their best efforts to work collaboratively to capture meaningful performance data, as well as follow-up information on students returning to the ISDs.

12.3 The TCJB will provide the following services to the ISDs for students who are ordered into the regular classroom or school district alternative education program setting as a condition or term of probation:

- A. Supervision by a certified juvenile probation officer for the remaining period of probation, which will emphasize protection of the community, accountability, and competency building.
- B. Implementation of the individual student's ISSP transition plan, including wrap-around services identified in the ISSP transition plan. The transition plan will be developed and agreed to by the student's JJAEP Co-Op transition team. The court-ordered portion of the ISSP transition plan may include, but not be limited to community service, parent classes, counseling, and other appropriate services.

12.4 The ISSP transition team shall formulate a transition plan, specifying any services to be provided upon return to the regular education setting, as part of the ISSP for each student. The ISSP transition plan shall be completed prior to the student's completion of the JJAEP Co-Op placement.

### **SECTION THIRTEEN: TERM OF AGREEMENT**

13.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through August 31, 2012. This Agreement shall be automatically renewed for an additional term of one year on the same terms and conditions, unless one or more of the Participants hereto elects to terminate this Agreement by providing written notice to all other Participants hereto at least sixty (60) days prior to the expiration of the initial term, unless terminated sooner. This Agreement may be extended for additional terms of one year upon the mutual consent of the Participants evidenced by an extension agreement entered into not later than thirty (30) days prior to the termination date of this Agreement, or any extension hereof.

13.2 Any provision of the preceding Section 13.1 to the contrary notwithstanding, any ISD may withdraw from this Agreement prior to the expiration of the term hereof by written agreement of the TCJB, or for good cause, at any time. Any ISD withdrawing from this Agreement shall be entitled to recover all funds from the Texas Juvenile Probation Commission to which it is entitled. No ISD withdrawing from this Agreement shall be entitled to receive any portion of the rollover funds, unless this Agreement is terminated by all Participants hereto in its entirety, or this Agreement is terminated by operation of law. In the event this Agreement is terminated in its entirety, any rollover funds remaining shall be distributed to the ISDs, pro-rata, based upon the number of students served by the ISD residing in Travis County.

13.3 In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

### **SECTION FOURTEEN: MISCELLANEOUS**

14.1 Records and Reporting Requirements - Throughout the term of this Agreement, the Participants hereto agree to establish and maintain detailed records regarding the administration and operation of the school alternative education program and JJAEP Co-Op, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

14.2 Legal Requirements - The Participants agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Agreement, or

to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

14.3 Notice - Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service, to the following address or telecopy number:

**Austin Independent School District:**  
Dr. Meria Carstarphen Superintendent of Schools  
Austin Independent School District  
1111 West 6th Street  
Austin, Texas 78703  
512- 414-2412 PHONE      512- 414-1486 FAX  
e-mail: [superintendent@austinisd.org](mailto:superintendent@austinisd.org)

**Del Valle Independent School District:**  
Mr. Bernard J. Blanchard, Superintendent of Schools  
Del Valle Independent School District  
5301 Ross Road  
Del Valle, TX 78617  
512- 386-3000 PHONE      512- 386-3015 FAX  
e-mail: [bblanchard@del-valle.k12.tx.us](mailto:bblanchard@del-valle.k12.tx.us)

**Eanes Independent School District:**  
Dr. Nola Wellman, Superintendent of Schools  
Eanes Independent School District  
601 Camp Craft Road  
Austin, TX 78746  
512- 732-9001 PHONE      512- 732-9005 FAX  
e-mail: [supt@eanesisd.net](mailto:supt@eanesisd.net)

**Lake Travis Independent School District:**  
Dr. Rockwell Kirk, Superintendent of Schools  
Lake Travis Independent School District  
3322 Ranch Road 620 South  
Austin, TX 78734-6801  
512- 533-6000 PHONE      512- 533-6001 FAX  
e-mail: [bennettl@ltsidschools.org](mailto:bennettl@ltsidschools.org)

**Lago Vista Independent School District:**  
Mr. Matthews Underwood, Superintendent of Schools  
Lago Vista Independent School District  
P.O. Box 4929  
Lago Vista, TX 78645-0001  
512- 267-8300 PHONE      512- 267-8304 FAX  
e-mail: [matt\\_underwood@lagovista.txed.net](mailto:matt_underwood@lagovista.txed.net)

**Leander Independent School District:**  
Dr. Bret Champion, Superintendent of Schools  
Leander Independent School District  
P.O. Box 218  
Leander, Texas 78641  
512-570-0000 PHONE      512-570-0048 FAX  
e-mail: [superintendent@leanderisd.org](mailto:superintendent@leanderisd.org)

**Manor Independent School District:**  
Mr. Andrew Kim, Superintendent of Schools  
Manor Independent School District  
P.O. Box 359  
Manor, TX 78653  
512- 278-4000 PHONE      512- 278-4017 FAX  
e-mail: [Andrew.kim@manorisd.net](mailto:Andrew.kim@manorisd.net)

**Pflugerville Independent School District:**  
Mr. Charles Dupre, Superintendent of Schools  
Pflugerville Independent School District  
1401 West Pecan Street  
Pflugerville, TX 78660-2518  
512- 594-0000 PHONE      512- 594-0011 FAX  
e-mail: [superintendent@pflugervilleisd.net](mailto:superintendent@pflugervilleisd.net)

**Round Rock Independent School District:**  
Dr. Jesus Chavez, Superintendent of Schools  
Round Rock Independent School District  
1311 Round Rock Avenue  
Round Rock, Texas 78681  
512- 464-5022 PHONE      512- 464-5055 FAX  
e-mail: [superintendent\\_rrisd@roundrockisd.org](mailto:superintendent_rrisd@roundrockisd.org)

**Travis County Juvenile Board:**

Honorable Darlene Byrne  
126th District Court  
Chair, Travis County Juvenile Board  
1000 Guadalupe Street, Suite 436  
Austin, Texas 78701  
512- 854-9313 PHONE      512- 854-9332 FAX

**Travis County:**

Honorable Samuel T. Biscoe, Travis County Judge  
314 West 11th Street, Suite 520  
Austin, Texas 78701  
512- 854-9555 PHONE      512- 854-9535 FAX  
with a copy to the Travis County Attorney:

Honorable David Escamilla, Travis County Attorney  
314 West 11th Street, Suite 300  
Austin, Texas 78701  
512- 854-9415 PHONE      512- 854-9316 FAX

Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

14.4 Amendments - If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Participants, provided that all such changes, amendments, supplements or modifications shall be in writing.

14.5 Integration Clause - This Agreement, including schedules and attachments, contains the entire agreement of the Participants hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Participants. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect. It is acknowledged by the Participants that no officer, agent, employee or representative of Travis County has any authority to change or amend the terms of this Agreement or any attachments to it or to waive any breach of this Agreement unless expressly granted that authority by the Travis County Commissioners Court.

14.6 Partial Invalidity - If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, unless such holding causes the obligations of the Participants hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Participants hereto.

14.7 Non-assignability - No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by any Participant without the prior written consent of the other Participants hereto.

14.8 Waiver - No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

14.9 Immunity - Neither Travis County, the TCJB, nor the ISDs waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

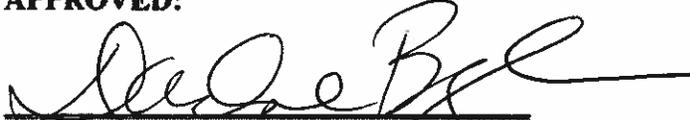
14.10 Available Funds - The Participants to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available finds for the current fiscal year of each such entity.

14.11 Open Meetings - The meetings at which this Agreement was approved by the Participants' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551.

14.12 Mediation - Any dispute arising under this Agreement may be submitted, upon agreement of the Participants, to non-binding mediation. When mediation is acceptable to the participants in resolving any dispute arising under this Agreement, the Participants agree to use the Dispute Resolution Center of Austin or any other mediator as shall be mutually agreed upon by the Participants, to provide mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless the Participants are satisfied with the result of the mediation, the mediation will not constitute a final binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless the Participants agree, in writing, to waive the confidentiality.

**IN WITNESS THEREOF**, the undersigned Participants acting under the authority of their respective governing boards have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Agreement.

**APPROVED:**



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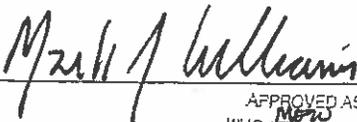
Honorable Darlene Byrne  
Chair, Travis County Juvenile Board

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Honorable Samuel T. Biscoe  
Travis County Judge

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AUSTIN INDEPENDENT SCHOOL DISTRICT

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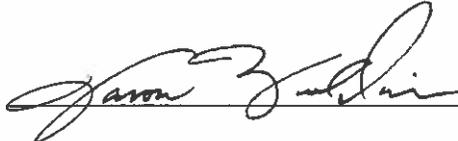
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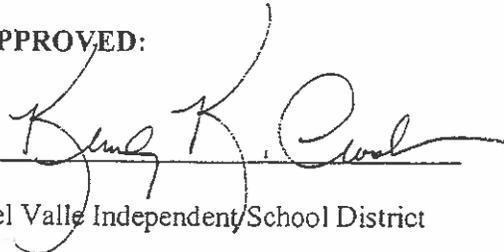
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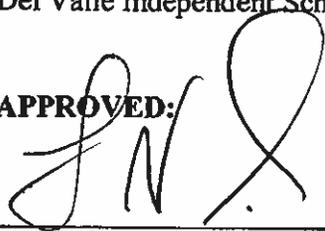
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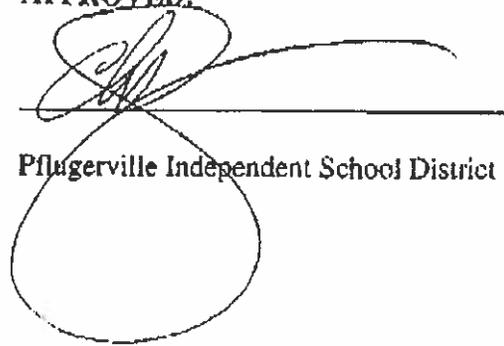
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Pflugerville Independent School District



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 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 Budget Markup Voting Session of September 7, 2011.

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

**STAFF RECOMMENDATIONS:**

**ISSUES AND OPPORTUNITIES:**

**FISCAL IMPACT AND SOURCE OF FUNDING:**

**REQUIRED AUTHORIZATIONS:**

## Call to Order

Meeting called to order on September 7, 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

## Introduction

### 1. Introduction

Members of the Court heard from:

Leroy Nellis, Interim County Executive, Planning and Budget Office (PBO)

**RESULT: DISCUSSED**

## Fiscal Year 2012 Preliminary Budget

### 2. Approve Fiscal Year 2012 Preliminary Budget as a starting point for Markup.

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO

Katie Peterson-Gipson, Senior Budget Analyst, PBO

Diana Ramirez, Senior Budget Analyst, PBO

Sherri Fleming, County Executive, Health, Human Services, and Veterans' Services (HHS&VS)

**MOTION:** Approve the Fiscal Year 2012 Preliminary Budget.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Margaret J. Gómez, Commissioner

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

## Corrections Fiscal Year 2012 Preliminary Budget

### 3. Approve corrections to the Fiscal Year 2012 Preliminary Budget.

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO

Randy Lott, Senior Budget Analyst, PBO  
Diana Ramirez, Senior Budget Analyst, PBO  
Jessica Rio, Assistant Budget Manager, PBO  
Bill Derryberry, Senior Budget Analyst, PBO

**MOTION:** Approve the corrections to the Fiscal Year 2012 Preliminary Budget.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed Staff's recommendations for the \$750,000.00 remaining in the Capital Acquisition Reserve (CAR) after the purchase of land for the new International Cemetery.*

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Jessica Rio, Assistant Budget Manager, PBO  
Bill Derryberry, Senior Budget Analyst, PBO

**MOTION:** Accept Staff's recommendations to allocate the \$750,000.00 from CAR to the General Fund.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed the various Reserves in the Fiscal Year 2012 Preliminary Budget.*

*Clerk's Note: The Court discussed the State Cuts Reserve.*

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Travis Gatlin, Senior Budget Analyst, PBO  
Randy Lott, Senior Budget Analyst, PBO  
Katie Gipson, Senior Budget Analyst, PBO  
Diana Ramirez, Senior Budget Analyst, PBO  
Bill Derryberry, Senior Budget Analyst, PBO

**MOTION:** Apply an earmark for \$540,181.00 against Allocated Reserve for the continuation of the Veterans Court, Drug Court, and Family Drug Court until the approved funding becomes available from the State.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed the State Cut Reserve in relation to Integral Care/MHMR.*

Members of the Court heard from:

Katie Gipson, Senior Budget Analyst, PBO  
Sherri Fleming, County Executive, HHS&VS  
Leroy Nellis, Interim County Executive, PBO  
Diana Ramirez, Senior Budget Analyst, PBO  
Travis Gatlin, Senior Budget Analyst, PBO

**MOTION:** Allocate \$300,000.00 in the State Cuts Reserve for Integral Care/MHMR and move the remaining balance to the General Fund.  
**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

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO

**MOTION:** Reserve \$300,000.00 for State cuts to external entities that are our current partners other than Integral Care/MHMR.  
**MOVER:** Sarah Eckhardt, Commissioner

*Clerk's Note: The Motion died for lack of a Second.*

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO  
Katie Gipson, Senior Budget Analyst, PBO  
Sherri Fleming, County Executive, TCHHS&VS

**MOTION:** Move the remaining \$2M from the State Cuts Reserve to the general Fund for our consideration in the FY '12 Budget process.  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner

**FRIENDLY**  
**AMENDMENT:** Amend the amount to \$2,159,819.00.  
**MOVER:** Samuel T. Biscoe, Judge  
**RESULT:** **FRIENDLY AMENDMENT ACCEPTED**

*Clerk's Note: A Vote on the Standing Motion was taken.*

**RESULT:** **APPROVED [4 TO 1]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Ron Davis, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez  
**NAYS:** Sarah Eckhardt

*Clerk's Note: The Court discussed CAR.*

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO  
Travis Gatlin, Senior Budget Analyst, PBO  
Jessica Rio, Assistant Budget Manager, PBO  
Bill Derryberry, Senior Budget Analyst, PBO

**MOTION:** Move \$465,481.00 from CAR to the General Fund, leaving a balance of \$500,000.00.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed the remaining Reserves.*

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO

**RESULT: DISCUSSED**

*Clerk's Note: The Court discussed reducing the Travis County Sheriff's Office (TCSO) Pay Cycle Reserve by \$500,000.00 to add to the General Fund.*

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO  
Darren Long, Major, TCSO  
Phyllis Clair, Major, TCSO  
Travis Gatlin, Senior Budget Analyst, PBO  
Bill Derryberry, Senior Budget Analyst, PBO  
Jim Sylvester, Chief Deputy, TCSO

**MOTION:** Reduce the TCSO Pay Cycle Reserve by \$500,000.00 and add that amount to the General Fund.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Ron Davis, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

#### **Fiscal Year 2012 Budget Agenda Worksheet**

4. Discuss Fiscal Year 2012 Budget Agenda Worksheet

**Reference #276B (TCSO)**

Law Enforcement Staffing (Option 2)

**Reference #277A (TCSO)**

Corrections Relief Factor (Option 1)

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO  
Travis Gatlin, Senior Budget Analyst, PBO  
Bill Derryberry, Senior Budget Analyst, PBO  
Darren Long, Major, TCSO  
Belinda Powell, Strategic Planning Manager, PBO

**MOTION:** Fund the requested \$3,317,942.00 for the 66 full time employees (FTE) in Law Enforcement and Corrections with staggered start dates.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed the purchase of Capital Items for the new FTEs for Corrections and Law Enforcement.*

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO  
Jessica Rio, Assistant Budget Manager, PBO

**MOTION:** Fund the \$1,351,167.00.

**RESULT: APPROVED [UNANIMOUS]**

**MOVER:** Samuel T. Biscoe, Judge

**SECONDER:** Ron Davis, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

*Clerk's Note: The Court discussed the Annualization Reserve for the new FTEs for Corrections and Law Enforcement.*

Members of the Court heard from:  
Travis Gatlin, Senior Budget Analyst, PBO

**MOTION:** Fund the annualization amount of \$1,043,855.00 from ongoing funds.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Reference #427 (HHS&VS)**  
Guardianship Service - The Arc of the Capital Area

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO

**MOTION:** Approve the budget request.  
**MOVER:** Margaret Gomez, Commissioner  
**SECONDER:** Sarah Eckhardt, Commissioner

**FRIENDLY**  
**AMENDMENT:** Move the funding to a line item in Criminal Justice Planning (CJP).  
**MOVER:** Sarah Eckhardt, Commissioner  
**RESULT:** **FRIENDLY AMENDMENT ACCEPTED**

*Clerk's Note: A Vote on the Standing Motion was taken.*

**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Sarah Eckhardt, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Reference #429 (HHS&VS)**  
Long Term Training Program - Capital IDEA

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO  
Sherri Fleming, County Executive, HHS&VS

**MOTION:** Approve the budget request.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Reference #New1 (HHS&VS)**  
Capital Area Rural Transportation System - Local Grant Match

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO  
Sherri Fleming, County Executive, HHS&VS

**MOTION:** Approve the budget request.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Reference #275A (TCSO)**

Marketable Skills Staff - Painter

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Travis Gatlin, Senior Budget Analyst, PBO  
Darren Long, Major, TCSO  
Jessica Rio, Assistant Budget Manager, PBO  
Diana Ramirez, Senior Budget Analyst, PBO  
Roger El Khoury, Director, Facilities Management

**MOTION:** Approve the budget request.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Reference #423 (TNR)**

Park Ranger Residence - American Youth Works - East Metro Park

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Sherri Fleming, County Executive, HHS&VS

**MOTION:** Approve the budget request.  
**RESULT:** **APPROVED [4 TO 1]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez  
**NAYS:** Karen L. Huber

**Reference #425 (HHS&VS)**

Monthly Conferences - Harvest Foundation

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Sherri Fleming, County Executive, HHS&VS

**MOTION:** Approve the budget request.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

**Reference #426A (HHS&VS)**

Youth Resource Center - Harvest Foundation

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Sherri Fleming, County Executive, HHS&VS  
Diana Ramirez, Senior Budget Analyst, PBO

**MOTION:** Approve the budget request.  
**RESULT:** **APPROVED [2 TO 1]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Samuel T. Biscoe, Ron Davis  
**NAYS:** Karen L. Huber  
**ABSTAIN:** Sarah Eckhardt, Margaret J. Gómez

*Clerk's Note: The County Judge noted that the contract related to this item will be brought back for approval by the Commissioners Court when ready.*

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO  
Jessica Rio, Assistant Budget Manager, PBO  
Sherri Fleming, County Executive, HHS&VS

**RESULT: DISCUSSED**

*Clerk's Note: The Court discussed the outcome of the vote on this item.*

Members of the Court heard from:  
John Hille, Assistant County Attorney

**RESULT: DISCUSSED**

*Clerk's Note: The Court heard legal advice regarding the vote on this budget request.*

**Reference #428 (HHS&VS)**  
Care Giver Position - Austin Children's Center

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO  
Sherri Fleming, County Executive, HHS&VS

**MOTION:** Approve the budget request.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Ron Davis, Commissioner  
**SECONDER:** Margaret J. Gómez, Commissioner  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez  
**ABSENT:** Karen L. Huber

**Reference #199 (District Attorney)**  
Civil Attorney and Law Clerk

Members of the Court heard from:  
Leroy Nellis, Interim County Executive, PBO  
Katie Gipson, Senior Budget Analyst, PBO  
Vicky Skinner, Administrative Director, District Attorney's Office

**MOTION:** Approve the budget request.  
**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

**Reference #422A (HHS&VS)**

YFAC - Communities in Schools

Members of the Court heard from:

Bill Derryberry, Senior Budget Analyst, PBO  
Sherri Fleming, County Executive, TCHHS&VS

**MOTION:** Allocate \$100,000.00 for the budget request.  
**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

**Reference #431 (HHS&VS)**

Funding for Coordinator Position - SafePlace

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Jeremy Broadhead, Business Analyst I, PBO  
Sherri Fleming, County Executive, TCHHS&VS  
Roger Jefferies, County Executive, CJP

**MOTION:** Approve the budget request. The funding will be earmarked in Allocated Reserve until the building is ready.  
**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

**Reference #New1 (Information Technology Services)**

Time Warner Cable Service for Travis County

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Randy Lott, Senior Budget Analyst, PBO

**RESULT:** **DISCUSSED**

*Clerk's Note: The Court noted that this item will be discussed during a regular Voting Session.*

**Reference #New1 (Records Management and Communication Resources)**

A/V equipment for 700 Lavaca Courtroom

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Randy Lott, Senior Budget Analyst, PBO  
Steven Broberg, Director, Records Management and Communication Resources (RMCR)

**MOTION:** Earmark the requested \$80,000.00 in CAR.  
**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

**Reference #349A (TNR)**

North East Metro Park - Phase III

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Steve Manilla, County Executive, Transportation and Natural Resources (TNR)  
Bill Derryberry, Senior Budget Analyst, PBO  
Jessica Rio, Assistant Budget Manager, PBO

**MOTION:** Earmark the requested \$137,421.00 in Allocated Reserve and \$38,500.00 in CAR.

**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

*Clerk's Note: The Court noted that TNR will request the funding in Fiscal Year 2012.*

**Reference #350A (TNR)**

Milton Reimers Ranch Park - Phase III

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Steve Manilla, County Executive, TNR

**MOTION:** Approve the budget request.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Ron Davis, Commissioner

**SECONDER:** Margaret J. Gómez, Commissioner

**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez

**ABSENT:** Karen L. Huber

**Reference #137 (Facilities Management)**

Ray Martinez Building accessible parking addition

Members of the Court heard from:

Jessica Rio, Assistant Budget Manager, PBO  
Diana Ramirez, Senior Budget Analyst, PBO  
Roger El Khoury, Director, Facilities Management

**MOTION:** Approve the budget request.

**RESULT:** **APPROVED [UNANIMOUS]**

**MOVER:** Margaret J. Gómez, Commissioner

**SECONDER:** Sarah Eckhardt, Commissioner

**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez

**ABSENT:** Karen L. Huber

**Reference #424 (HHS&VS)**

Re-entry Services - Crime Prevention Institute

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Sherri Fleming, County Executive, HHS&VS

*Clerk's Note: The Court was informed that this request had been withdrawn.*

**RESULT: DISCUSSED**

### Re-budgeted Capital Expenditures

5. Discuss and take appropriate action on re-budgeted capital expenditures, including CAR, COs and Voter-Approved Bonds.

*Clerk's Note: The Court discussed Staff's recommendations regarding re-budgeting of Certificates of Obligation (COs) and Voter-Approved Bonds.*

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Jessica Rio, Assistant Budget Manager, PBO

**MOTION:** Approve Staff's recommendations.  
**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

*Clerk's Note: The Court discussed Staff's recommendations regarding CAR.*

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Jessica Rio, Assistant Budget Manager, PBO  
Diana Ramirez, Senior Budget Analyst, PBO

**MOTION:** Approve Staff's recommendations.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Margaret J. Gómez, Commissioner  
**SECONDER:** Samuel T. Biscoe, Judge  
**AYES:** Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez  
**ABSENT:** Karen L. Huber

### Proposed Fiscal Year 2012 Tax Rate

6. Approve proposed Fiscal Year 2012 Rate.

*Clerk's Note: The Court discussed setting the Fiscal Year 2012 tax rate at \$0.4855 per \$100.00 valuation which is 2.99% above the Effective Tax Rate.*

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO  
Jessica Rio, Assistant Budget Manager, PBO

**MOTION:** Set the Fiscal Year 2012 tax rate at \$0.4855.  
**RESULT:** **APPROVED [UNANIMOUS]**  
**MOVER:** Samuel T. Biscoe, Judge  
**SECONDER:** Karen L. Huber, Commissioner  
**AYES:** Biscoe, Davis, Eckhardt, Huber, Gómez

### County Auditor's Salary

7. Consider and take appropriate action on a request from the District Judges to maintain the County Auditor's annual salary as permitted under Section 152.032 (d) of the Local Government Code.

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO

**MOTION:** Approve the request.  
**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

### Balance Fiscal Year 2012 Proposed Budget

8. Authorize PBO to balance Fiscal Year 2012 proposed Budget against Allocated Reserve accounts in the General Fund and Special Revenue Funds.

Members of the Court heard from:

Leroy Nellis, Interim County Executive, PBO

**MOTION:** Approve the request.  
**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

### Minutes approved by the Commissioners Court

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Date of Approval

---

Samuel T. Biscoe, Travis County Judge



# Travis County Commissioners Court Agenda Request

**Meeting Date:** October 11, 2011

**Prepared By:** Joe Arriaga **Phone #:** 854-7562

**Division Director/Manager:** Anna Bowlin, Division Director

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

**Sponsoring Court Member:** Commissioner Gomez, Precinct Four

**AGENDA LANGUAGE:** Approve setting a public hearing on Tuesday, November 1, 2011 to receive comments regarding a plat for recording: L&I Subdivision, Resubdivision of Part of Lot 16, Ed Seeling's Subdivision in Precinct Four.

**BACKGROUND/SUMMARY OF REQUEST:**

The applicant is requesting to resubdivide part of one lot into four total lots for the purpose of constructing four single family residences on 11.00 acres. Water will be provided by Aqua Water Supply and wastewater to be provided by a private onsite sewer system. This subdivision is not subject to parkland requirements because it is for less than four units.

**STAFF RECOMMENDATIONS:**

As the application request meets all requirements and has been approved by the City of Austin Zoning and Platting Commission, TNR staff recommends approval of the subdivision.

**ISSUES AND OPPORTUNITIES:**

TNR staff has not received any calls or inquiries from anyone regarding this request.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

N/A

**ATTACHMENTS/EXHIBITS:**

Location Map, Original Plat, Proposed Plat, and Precinct Map.

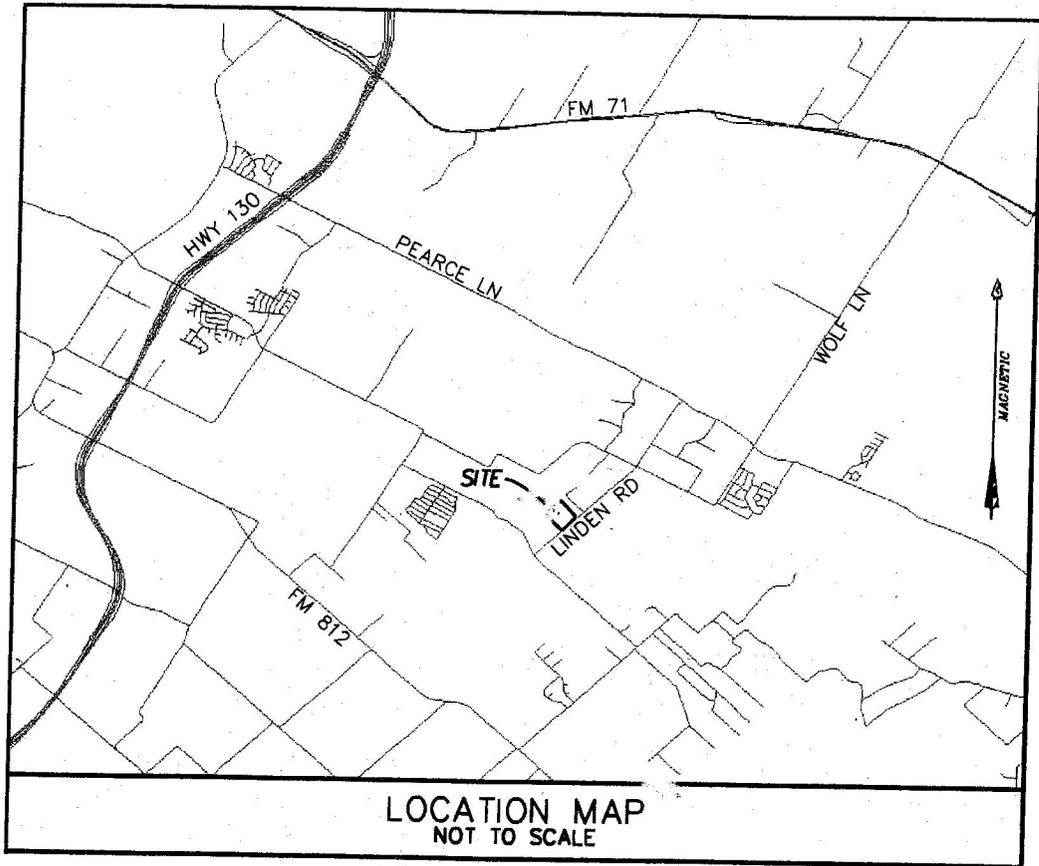
**REQUIRED AUTHORIZATIONS:**

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

**CC:**


**JA:AB:ja**

**1101 - Development Services -**



Original Subd.  
Vol. 2 Page 136

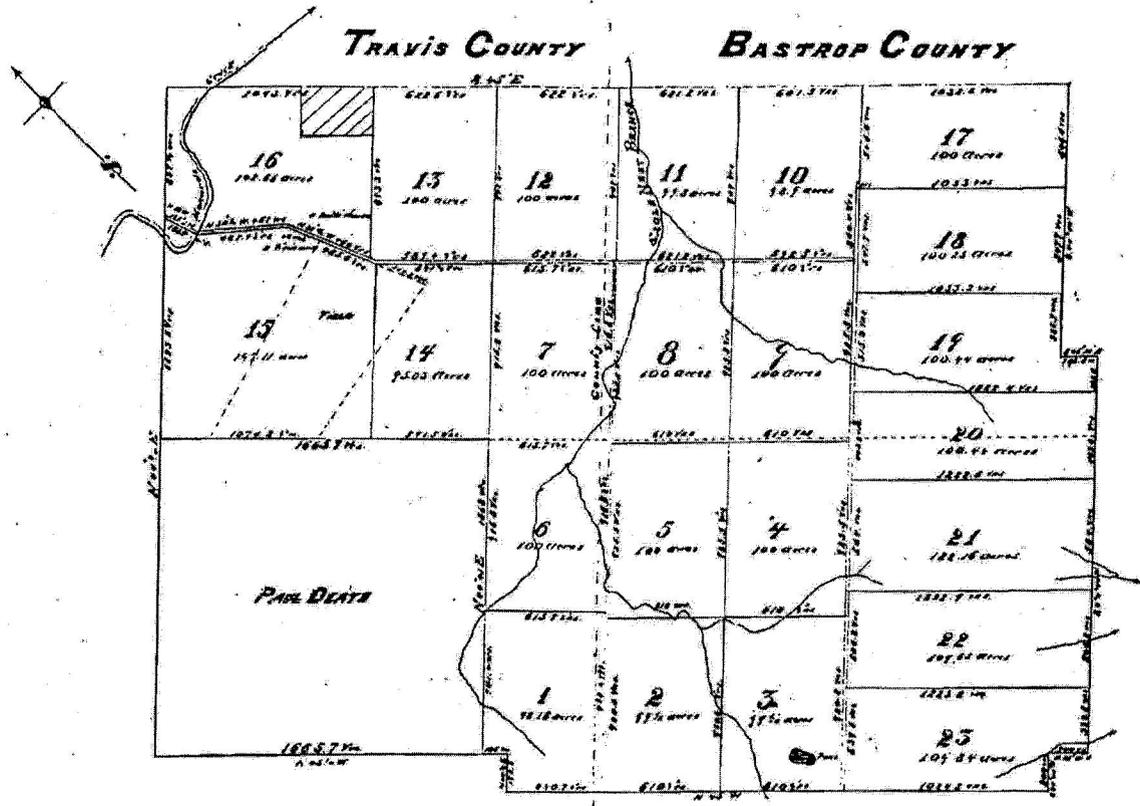


EXHIBIT A

# MAP OF ED. SEELING'S SUBDIVISION OF PART OF THE MICHAEL GREEN LEAGUE

Scale 1" = 2000'

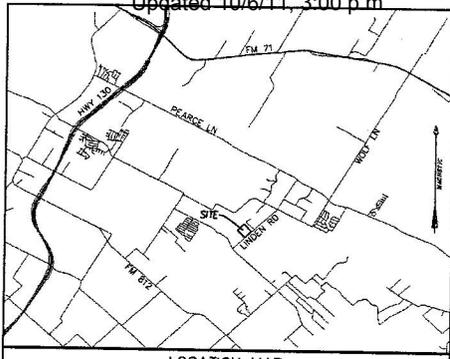
Location in Travis and Bastrop Counties

Scale 1" = 2000'

Field work begun at 10 A.M.  
Revised plan filed at 1 P.M.

L & I SUBDIVISION  
RESUBDIVISION PART OF  
LOT 16, ED SEELING'S SUBDIVISION  
TRAVIS COUNTY, TEXAS

**Proposed Subd.**



LOCATION MAP  
NOT TO SCALE

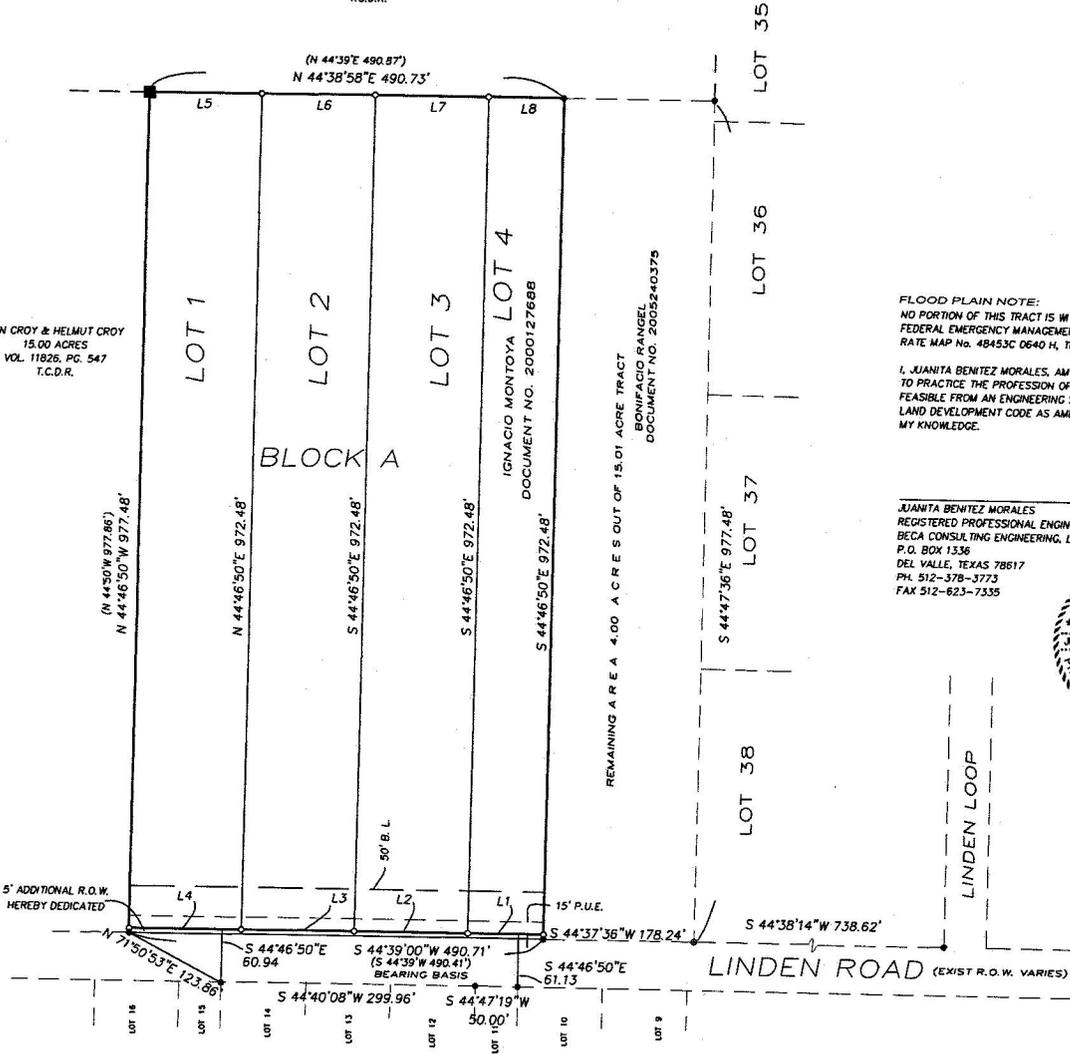
LOT AREA SUMMARY	
LOT 1	2.979 ACRES
LOT 2	2.990 ACRES
LOT 3	2.990 ACRES
LOT 4	1.996 ACRES

LINE	BEARING	LENGTH
L1	S 44°39'00" W	89.41'
L2	S 44°39'00" W	133.94'
L3	S 44°39'00" W	133.94'
L4	S 44°39'00" W	133.43'
L5	N 44°38'58" E	133.43'
L6	N 44°38'58" E	133.94'
L7	N 44°38'58" E	133.94'
L8	N 44°38'58" E	89.42'

JAN CROY  
18.00 ACRES  
VOL. 12023, PG. 12  
T.C.D.R.



JAN CROY & HELMUT CROY  
15.00 ACRES  
VOL. 11826, PG. 547  
T.C.D.R.



- LEGEND**
- 1/2" IRON PIN FOUND
  - 1/2" IRON PIN W/CAP STAMPED
  - TRI-TECH SURVEYING SET
  - 1/2" IRON PIPE FOUND
  - CONCRETE MONUMENT SET
  - B.L. BUILDING LINE
  - P.U.E. PUBLIC UTILITY EASEMENT
  - ( ) RECORD INFORMATION

**FLOOD PLAIN NOTE:**  
NO PORTION OF THIS TRACT IS WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAP No. 48453C 0640 H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.

I, JUANITA BENITEZ MORALES, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH TITLE 30 OF THE AUSTIN LAND DEVELOPMENT CODE AS AMENDED, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

JUANITA BENITEZ MORALES  
REGISTERED PROFESSIONAL ENGINEER No. 96275  
BECA CONSULTING ENGINEERING, LLC  
P.O. BOX 1336  
DEL VALLE, TEXAS 78617  
PH. 512-378-3773  
FAX 512-623-7335



**SURVEYOR'S CERTIFICATION**  
I, DAVID L. BELL, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 30 OF THE CITY CODE AS AMENDED, IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND.

DAVID L. BELL  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3994  
TRI-TECH SURVEYING COMPANY L.P.  
3802 MANSLACHA ROAD  
AUSTIN, TEXAS 78704



CASE NUMBER : C8J-2011-0022.0A

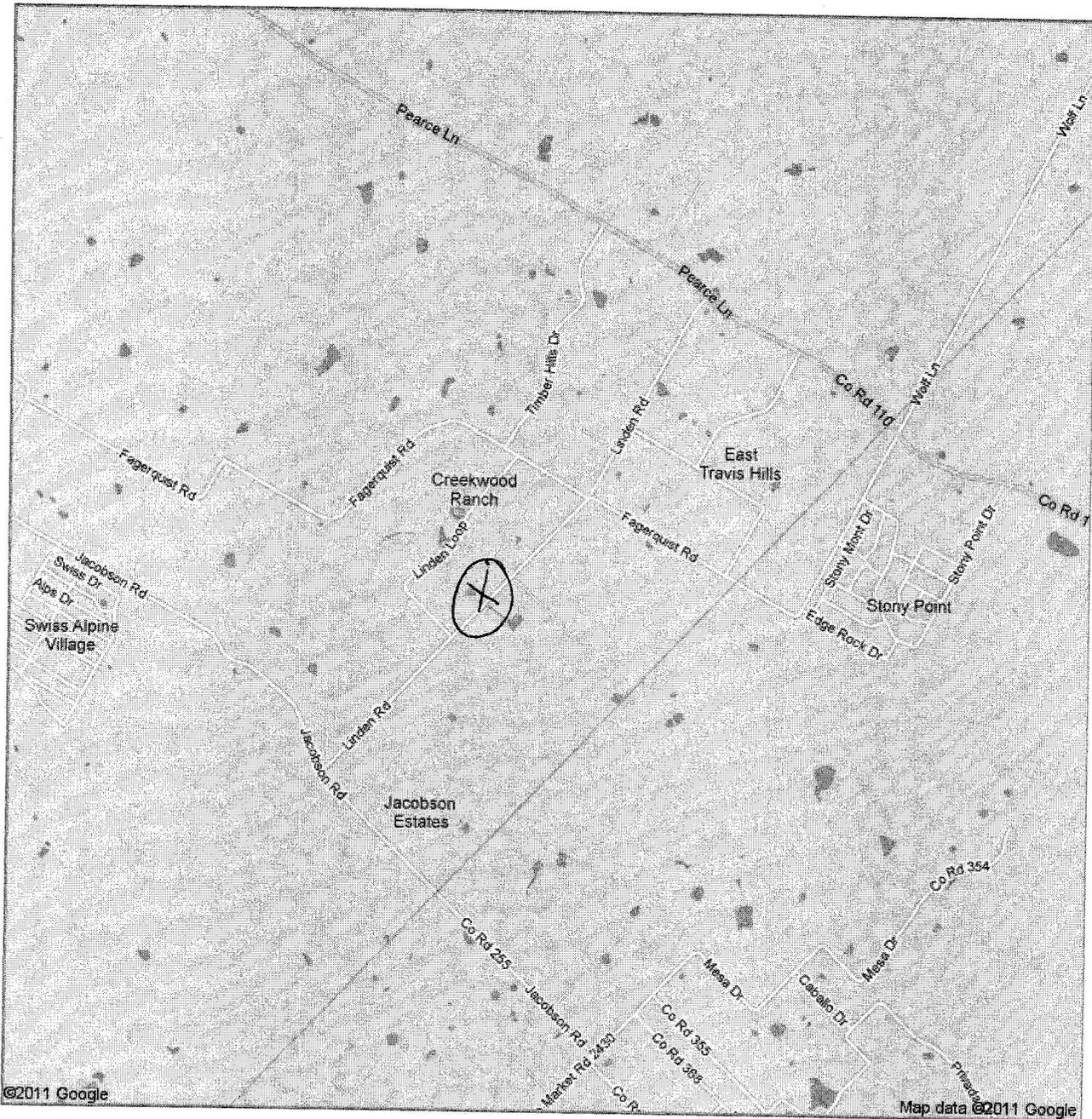
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Job Number:	
Scale: Final: NTS	
Scale: Front: NTS	
Date: 02-21-2011	
Created By: J	
Drawn By: J	
Revision 1:	
Revision 2:	
Revision 3:	
Revision 4:	

**J 3 3 S**  
CONSULTING ENGINEERING, LLC  
TEXAS REGISTERED ENGINEERING FIRM F-10325  
P.O. BOX 1336  
DEL VALLE, TEXAS 78617  
OFFICE: 512-378-3775, FAX 512-623-7335

L & I SUBDIVISION  
RESUBDIVISION PART OF  
LOT 16, ED SEELING'S SUBDIVISION



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Text the word "GMAPS" to 466453

### Travis County Commissioners Precincts

Public · 14,285 views  
Created on Jul 21, 2009 · By Travis County GIS · Updated Jul 21, 2009

# Precinct #4

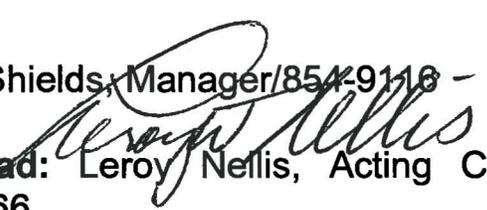
- Precinct 1 Ron Davis  
[http://www.co.travis.tx.us/commissioners\\_court/precinct1.asp](http://www.co.travis.tx.us/commissioners_court/precinct1.asp)
- Precinct 2 Sarah Eckhardt  
[http://www.co.travis.tx.us/commissioners\\_court/precinct2.asp](http://www.co.travis.tx.us/commissioners_court/precinct2.asp)
- Precinct 3 Karen Huber  
[http://www.co.travis.tx.us/commissioners\\_court/precinct3.asp](http://www.co.travis.tx.us/commissioners_court/precinct3.asp)
- Precinct 4 Margaret Gomez  
[http://www.co.travis.tx.us/commissioners\\_court/precinct4.asp](http://www.co.travis.tx.us/commissioners_court/precinct4.asp)



**Travis County Commissioners Court Agenda Request**  
**Travis County Housing Finance Corporation**  
**Travis County Health Facilities Development Corporation**  
**Travis County Cultural Education Facilities Development Corporation**  
**Capital Industrial Development Corporation**

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116 -

**Elected/Appointed Official/Dept. Head:**  Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:** CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPROVE MODIFICATION NO. 2 TO CONTRACT WITH OUTSIDE AUDITOR, ATCHLEY & ASSOCIATES, L.L.P.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116; Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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



September 6, 2011

The Honorable Samuel T. Biscoe  
President  
Travis County Corporations  
Corporations Project Manager, Room 540  
Austin, Texas 78767

Dear Mr. Biscoe:

Atchley & Associates, LLP is pleased to serve as independent auditors for the Capital Health Facilities Development Corporation, Travis County Housing Finance Corporation, Travis County Health Facilities Development Corporation, Travis County Cultural Education Facilities Finance Corporation, Capital Industrial Development Corporation, and Travis County Development Authority (collectively, the "Corporations" or the "Travis County Corporations"). Mr. Dan Shaner will be responsible for the services that we perform for the Corporations pursuant to the External Auditing Contract executed on July 7, 2009 ("the Contract"), which automatically renewed for an additional year beginning July 1, 2011.

This letter sets forth our expectation of continued engagement and describes the services we expect to provide for the fiscal year ending September 30, 2011. These services are consistent with the audit services we are engaged to provide under the Contract for the fiscal year ending September 30, 2011. We ask that this Engagement Letter be incorporated into the Contract as anticipated in Section 1.5. Further, we would be pleased to assist the Corporations on issues as they arise throughout the year. We hope that you will call Mr. Shaner whenever you believe that we can be of assistance.

#### **Audit Services**

We will perform the engagement subject to the terms and conditions set forth in the Contract. Regarding this engagement letter, all parties agree that separate reports will not be issued for the opinions expressed by Atchley & Associates, LLP on the Corporations' financial statements, internal controls, or compliance with laws and regulations related to major federal or state award programs. The Corporations' financial statements are included as blended component units in the financial statements of Travis County (the "County"); therefore, the opinions expressed in the reports issued by Atchley & Associates, LLP for the County include the Corporations.

We will perform an audit of the Corporations' financial statements for the year ended September 30, 2011. We understand the financial statements will be prepared in conformity with the statutory basis of accounting ("OCBOA") as prescribed or permitted by Government Code Section 2266.01, as adopted by State of Texas House Bill 2365, and, where applicable the financial reporting requirements of GASB Statement No. 34. The objective of an audit of financial statements is to express an opinion on those statements contained in the County's Comprehensive Annual Financial Report.

We are responsible for forming and expressing an opinion about whether the financial statements that have been prepared by the Corporations' management with the oversight of the Corporations' Boards of Directors are presented fairly in conformity with the statutory basis of accounting as prescribed or permitted by Government Code Section 2266.01, as adopted by State of Texas House Bill 2365, in all material respects, and, where applicable the financial reporting requirements of GASB Statement No. 34.

We will also perform the audit of the Corporations as of September 30, 2011 so as to satisfy the audit requirements imposed by the Single Audit Act and the U.S. Office of Management and Budget ("OMB") Circular No. A-133 and the State of Texas Uniform Grants Management Standards.

We will conduct the audit in accordance with auditing standards generally accepted in the United States of America and "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, OMB Circular A-133 and OMB's Compliance Supplement; and, the State of Texas Uniform Grants Management Standards. Those standards require that we plan and perform the audit to obtain reasonable rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. However, because of the characteristics of fraud, a properly planned and performed audit may not detect a material misstatement. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of abuse is subjective; therefore, Government Auditing Standards do not expect us to provide reasonable assurance of detecting abuse.

The objectives of an audit conducted in accordance with the aforementioned standards are listed below. As previously mentioned, the Corporations are included as blended component units in the County's financial statements, and as such do not require separate reporting but are included in the reports for the County.

- To express an opinion on the fairness of the presentation of the Corporations' financial statements contained in the County's Comprehensive Annual Financial Report for the year ending September 30, 2011 in conformity with the statutory basis of accounting provided by State law, which is a comprehensive basis of accounting, in all material respects.
- To express an opinion on whether the supplementary information that accompanies the financial statements, including the schedule of expenditures of federal and state awards

are presented fairly, in all material respects, in relation to the financial statements taken as a whole.

- To report on the Corporations' internal control over financial reporting and on their compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters for the year ending September 30, 2011, based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*.
- To report on the Corporations' compliance with requirements applicable to each major program, if any, and on internal control over compliance in accordance with the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* (OMB Circular A-133) and the State of Texas Uniform Grants Management Standards.

An audit of financial statements also includes obtaining an understanding of the entity and its environment, including its internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to the Corporations' management and the Corporations' Boards of Directors any significant deficiencies or material weaknesses that become known to us during the course of the audit.

We will also communicate to the Corporations' Boards of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (b) any fraud, illegal acts, violations of provisions of contracts or grant agreements and abuse that come to our attention (unless they are clearly inconsequential), (c) any disagreements with management and other serious difficulties encountered in performing the audit, and (d) various matters related to the entity's accounting policies and financial statements.

### **Corporations' Management and Corporations' Boards of Directors Responsibilities**

The Corporations' management is responsible for the financial statements, including the selection and application of accounting policies, adjusting the financial statements to correct material misstatements, and for making all financial records and related information available to us. Management is responsible for providing us with a written management representation letter confirming certain representations made during the course of our audit of the financial statements and affirming to us that it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole and to the opinion units of the financial statements.

While we will make direct inquiries, management is responsible for establishing and maintaining effective internal control over financial reporting and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge.

While we will make direct inquiries, management is responsible for identifying and ensuring that the entity complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, analysts, regulators, or others.

While we will make direct inquiries, the Corporations' Boards of Directors are responsible for informing us of their views about the risks of fraud within the entity, and their knowledge of any fraud or suspected fraud affecting the entity.

Any inclusion of our report or references to Atchley & Associates, LLP in other documents or electronic sites are to be in compliance with the terms in section 7 of the Contract.

The Corporations' Boards of Directors will coordinate with us to ensure that our independence is not impaired by hiring former or current Atchley & Associates, LLP partners, principals, or professional employees in a key position, as defined in the *AICPA Code of Professional Conduct*, that would cause a violation of the *AICPA Code of Professional Conduct* or other applicable independence rules. The Corporations' Administrator will make reasonable efforts to notify us of any current Atchley & Associates, LLP partner, principal, or professional employees who are selected for an interview with the Corporations. In mutual cooperation, we will make reasonable efforts to notify the Corporations' Administrator of any current Corporations' employees who seek employment with us before entering into substantive employment discussions with the Corporations' employees.

During the course of our engagement, we may accumulate records containing data that should be reflected in the Corporations' books and records. The Corporations will determine that all such data, if necessary, will be so reflected. Accordingly, the Corporations will not expect us to maintain copies of such records in our possession except as referenced in section 6.2 of the Contract.

The assistance to be supplied by the Corporations is addressed in section 4 of Attachment A to the Contract. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

#### **Other Terms of our Engagement**

It is agreed by the Corporations and Atchley & Associates, LLP or any successors in interest that no claim arising out of services rendered pursuant to this agreement by or on behalf of the Corporations shall be asserted more than four years after the date of the last audit report issued by Atchley & Associates, LLP.

Section 8 of the Contract contains the agreed upon compensation and payment terms. We anticipate sending invoices and receiving payments as stated in Section 9 of the Contract. Additional services provided beyond the described scope of services must be set forth in a written modification to the Contract and approved by the Corporations' Boards of Directors and will be billed separately following the terms in Section 8.4 of the Contract.

In the event we are requested to produce our documents or our personnel as witnesses with respect to our engagements for the Corporations, costs will be treated in accordance with section 3.7 of the Contract.

Access to requested workpapers will be provided under the supervision of Atchley & Associates, LLP audit personnel and at a location designated by our Firm in accordance with section 6.2 of the Contract.

We may terminate the contract as set forth in section 17 of the Contract.

This letter constitutes a part of the Contract agreement between Atchley & Associates, LLP and the Corporations with respect to the terms of the engagement between the parties.

*Atchley & Associates, LLP*

Atchley & Associates, LLP  
Dan Shaner, CPA, Partner



## **Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation**

**Meeting Date:** October 11, 2011

**Prepared By/Phone Number:** Andrea Shields, Manager/854-9116

**Elected/Appointed Official/Dept. Head:** Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

**Commissioners Court Sponsor:** Samuel T. Biscoe, President

**AGENDA LANGUAGE:** Consider and take appropriate action on request for Travis County Housing Finance Corporation to jointly host the National Association of Local Housing Finance Agencies (NALHFA) Spring 2012 Educational Conference with the Capital Area Housing Finance Corporation, the City of Austin's Neighborhood Housing and Community Development Department.

**BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:** See attached backup.

**STAFF RECOMMENDATIONS:** Staff recommends approval.

**ISSUES AND OPPORTUNITIES:** None.

**FISCAL IMPACT AND SOURCE OF FUNDING:** None.

**REQUIRED AUTHORIZATIONS:** Andrea Shields, Manager/854-9116; Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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

## TRAVIS COUNTY HOUSING FINANCE CORPORATION

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DATE: October 11, 2011  
TO: Board of Directors  
FROM: Andrea Shields, Manager  
SUBJECT: NALHFA Spring 2012 Conference

The Travis County Housing Finance Corporation has been approached by the Capital Area Housing Finance Corporation to jointly host the Spring 2012 NALHFA conference in Austin, along with the City of Austin. Included in your backup is a list of Host Responsibilities provided by NALHFA. The responsibilities of the hosts will include marketing, assisting with conference content such as guest speakers, panel topics and panel speakers, bus tours of affordable housing projects located in the participating co-hosts jurisdictions and off-site receptions. Additionally, the co-hosts may be asked to help recruit conference sponsors, as well as potentially contribute financially to the conference, if able.

When the Board approved the Corporation's membership into NALHFA in April 2011, the Judge asked to be updated periodically about the benefit of the membership to the Corporation and to Travis County. I believe that if the Corporation were to serve as a co-host of this event, it would benefit the Corporation and the County greatly in terms of exposure on a national stage when it comes to affordable housing-related issues. The Corporation and the County would have the ability to showcase the multifamily developments that we have been involved with in the past, as well as continue to get our name out as an Issuer and perhaps explore potential public-private partnerships.

Additionally, this would give the members of the Board an opportunity to attend a national conference and learn about new trends and issues within the affordable housing industry without having to travel. Further, we would also have the opportunity for the Judge to address the attendees.

Currently, we are in the very beginning stages of the planning process. The purpose of this agenda item is to gauge the Board's interest on being involved as a joint host. If the Board agrees to have the Corporation serve as a joint host, staff will keep the Board informed of the planning process, as well as what, if any, financial contribution is requested.

cc: Leroy Nellis, Acting County Executive, Planning and Budget

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## NALHFA Annual Educational Conference

### Host Responsibilities

Thank you very much for considering hosting a NALHFA Annual Educational Conference! The conference is the lifeblood of NALHFA and is repeatedly listed as the among the most important services that NALHFA provides to its members. There is no better opportunity for local housing finance professionals to improve their skills, get the latest update on issues and events in the field and exchange information with colleagues and friends. The conference also offers host agencies the occasion to promote their own efforts in affordable housing and share their unique strategy for meeting the housing needs of their community.

The responsibilities of an Annual Educational Conference host are in five key areas: **marketing; conference content; sponsorships; walking & affordable housing bus tours; and off-site receptions (but only if sponsored)**. As well, there may be logistical questions for which NALHFA staff may call upon the conference host for help or clarification.

### Marketing

One of the most important roles for the host is to help NALHFA market the conference to potential attendees, sponsors and industry partners. A major part of NALHFA's conference marketing is the Invitation to Attend. This promotional brochure is sent approximately three months prior to the conference. At this point, it is critical that all moderators and sessions be confirmed. Within the materials there is an overview of the host city and agency as well as pictures of the city and several successful projects. The brochure usually includes an invitation letter from the Mayor of the host city that is usually obtained by the host.

### Conference Content

The most important part of any NALHFA conference is education. The guest speakers, the content of the breakout sessions and the overall educational value is the reason NALHFA conferences are so successful.

### Guest Speakers

Conference hosts are key to securing the local government executive (Mayor, County Executive, City Council President) and national representatives (Congressperson, Senator) as speakers for the conference. Traditionally, the host makes the initial contact with the local executive and national representatives and NALHFA staff follows-up with an official invitation. The local executive usually makes the welcoming address at the Opening General Session (Day 1), and a national representative may address conference attendees during the conference luncheon.

## **Concurrent Sessions**

NALHFA strives to be as timely, topical and cutting-edge as possible in selecting its sessions for each conference. As well, we try to incorporate key issues and strategies from the host community - this is where your agency can help. Key local subject matter or issues from the community that are possible topics for breakout sessions or may influence conference content in general should be raised during conference calls of the Conference Planning Committee.

## **Sponsorship**

NALHFA's annual budget assumes total sponsorships of at least \$110,000 for the Annual Conference. The key role of the conference host is to identify potential private-sector sponsors from the local community and to assist in soliciting them. In addition, NALHFA will send a sponsorship opportunities packet to all NALHFA affiliate members, many of whom are regular sponsors. The conference host may conduct a discreet mailing to local sponsorship prospects. NALHFA will craft and mail these letters, which may be signed by a host representative and/or the NALHFA president or Executive Director. Local contributors may be more responsive to a host request than one coming from NALHFA.

## **Walking and Bus Tours**

The conference host is responsible for designing a Downtown Walking Tour (1-2 hours the first afternoon), offsite project tour(s) (2 hours including travel, second afternoon), and a narrated Bus Tour of affordable housing projects in the local community (to be held the last morning of the conference).

The Bus Tour is approximately 3 hours long and usually one of the major highlights for conference attendees. The tour usually includes a variety of housing and community development projects. Many of the tours include at least one stop where attendees can walk through one of projects, stretch their legs, use a restroom and get a drink of water. NALHFA typically secures two buses (up to 100 people) so two guides will be required.

It is optimal for tour guides to provide an overview of the area's socioeconomic and housing market conditions, as well as a brief overview of the tour. Handouts (photos, maps, project descriptions, local/state funding program descriptions, etc.) may be distributed during the overview on the bus.

## **Additional Items**

### **Board Dinner**

NALHFA would appreciate a recommendation of a restaurant for the Board dinner that is held the Wednesday evening before the Conference. The restaurant would need to accommodate approximately 30 people. Local host representatives are, of course, invited to attend the board dinner.

### **Volunteer Staff**

It would be very helpful if the host agency could designate one or two staff members to assist full time at the registration for the main two days of the Conference. This is especially important in the mornings and the day before the conference begins to assemble conference attendee materials.