Item 1

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012

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:
Public Hearing to Receive Comments on the Proposed Amendments to Chapter 57 (Travis County Smoking Policy) of the Travis County Code.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Travis County Commissioners Court adopted the current Smoking Policy on October 21, 1986, to be effective January 1, 1987. In November of 2010, the Court approved the Interlocal with the City of Austin to receive funding through a grant from the Center for Disease Control to improve the health of government employees and the general public through cessation of the use of tobacco products. Even before implementation of the grant, the Travis County Wellness Clinic has provided tobacco cessation counseling and treatment and has, since, undergone a public information campaign to educate staff and the public about the hazardous nature of using tobacco products. The grant also suggests that the grantees consider the implementation of Tobacco Free Workplace policies. Conducting a public hearing to receive comments will enable the Court to consider feedback from all segments of the County workforce and open the forum for feedback from Travis County residents as well, prior to making decisions on any proposed policy changes.

STAFF RECOMMENDATIONS:
Staff requests continued Court discussion and direction regarding the proposed amended changes to Chapter 57 of the Travis County Code (Travis County Smoking Policy) prior to making it available to Travis County employees and residents for a public hearing to receive comment from staff and the public regarding any proposed changes.

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

ISSUES AND OPPORTUNITIES:
On November 16, 2010, the Court approved an Interlocal Agreement to participate in a grant and receive funding through the City of Austin from the Centers for Disease Control and Prevention (CDC) under the U.S. Department of Health and Human Services via the American Recovery and Reinvestment Act of 2009, to help reduce tobacco use prevalence and exposure to secondhand tobacco smoke under the Communities Putting Prevention to Work (CPPW) initiative.

Travis County's Health and Human Service and Veterans' Service (HHS/VS) Department, in collaboration with the Travis County's Wellness Clinic, was charged with the implementation of the Communities Putting Prevention to Work (CPPW) initiative, whose objectives are to:

1) protect the well-being of Travis County employees, their families and the community by reducing tobacco use prevalence and exposure to second-hand smoke; and

2) explore the implementation of a Tobacco Free Workplace policy at all Travis County properties, and to provide resources for employees who want to stop using tobacco products.

The Interlocal with the City of Austin for funding of this initiative, in the amount of $200,000, is set to expire on February 29, 2012.

FISCAL IMPACT AND SOURCE OF FUNDING:
Approving this request will not increase the County Budget.

REQUIRED AUTHORIZATIONS:
Mary Etta Gerhardt

Communities Putting Prevention to Work (CPPW) Grant

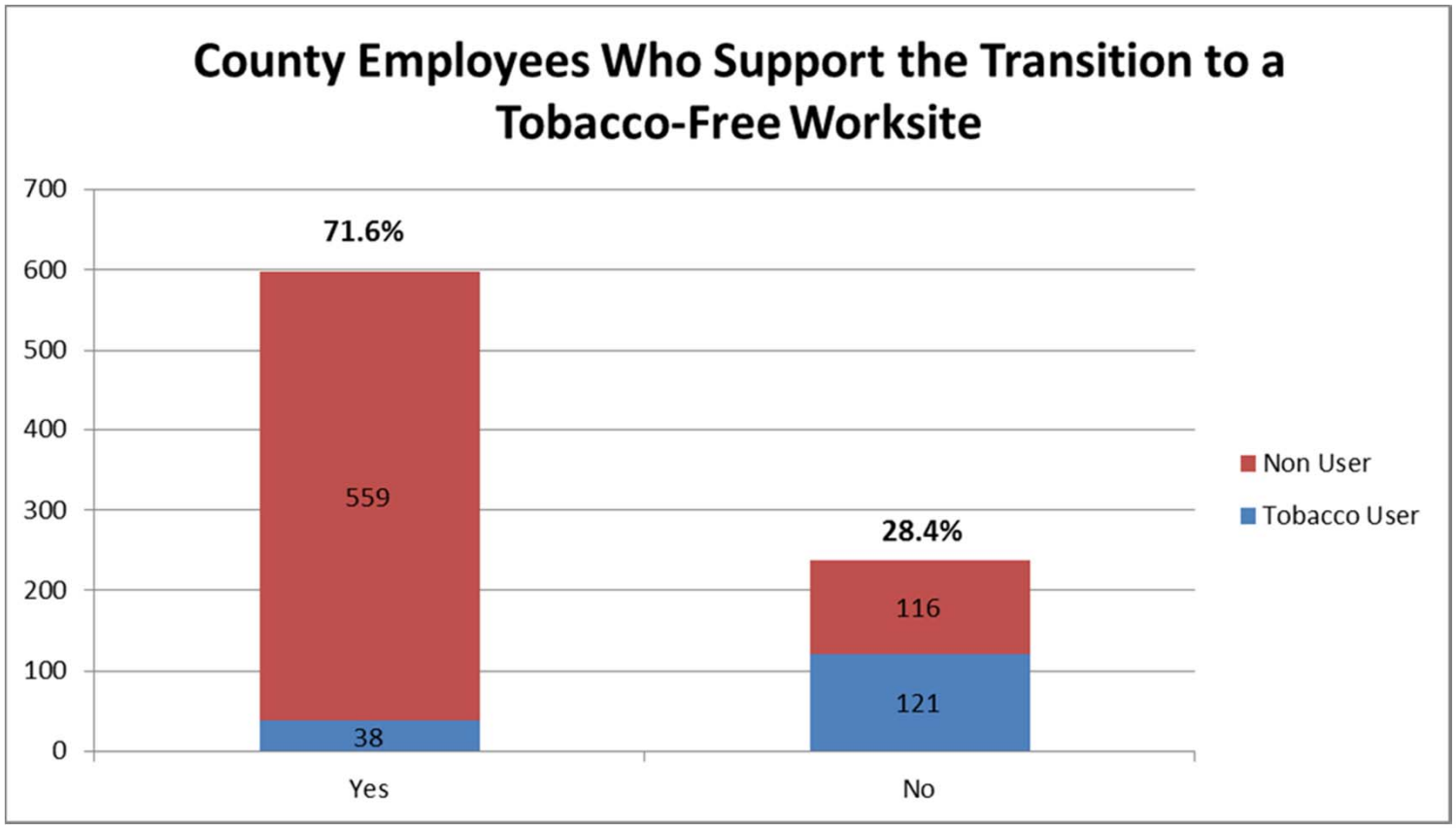
Tobacco-Free Worksite Policy Recommendation for Travis County

Travis County Health and Human Services & Veterans Service
and
Travis County Health and Wellness Clinic

Background Information

- U.S. Department of Health and Human Services - American Recovery & Reinvestment Act (ARRA) 2009
- City of Austin awarded a total of $7,473,150 for Tobacco Cessation programs
  - Communities Putting Prevention to Work (CPPW) focus on: Policy, Systems, and Environmental Changes
- Interlocal Agreement between Travis County Health and Human Services/Veterans Service and the Austin/Travis County Health and Human Services Department
  - Approved by Travis County Commissioners Court – November 16, 2010
  - $200,000
  - Term of agreement ends February 29, 2012

Survey Results



Source: Travis County Employee Survey (May 2011)

Free Resources

- **Employee Wellness Clinic**
  - If insured through Travis County can obtain nicotine replacement therapy as well as participate in smoking cessation group classes
- **Texas Quitline**
  - 1-877-YES-QUIT (937-7848)
- **Seton**
  - Group classes – 6 weeks
  - 512-324-2762
  - Available at least until March 2013



- **<u>For more information:</u>**
  www.livetobaccofreetraviscounty.org

Current Travis County Smoking Policy

- Adopted October 21, 1986
- No smoking in County buildings or County vehicles
- *Note*: Austin's SIPPO ordinance applies to Travis County buildings inside city limits, but does not apply to County buildings in the unincorporated areas.

Proposed Policy

- **<u>Tobacco</u> use is not permitted by anyone at any time on Travis County property. Includes employees, visitors, contractors, vendors, volunteers and interns.**
  - Indoor/outdoor spaces
  - Parking lots, garages, & driveways
  - Vehicles owned/leased by Travis County
  - Includes personal vehicles on property
- Appropriate signage will be posted
- No littering
- Self-enforced and encouraged by employees
- Proposed implementation date April 2, 2012

Frequently Asked Questions

- **Where will smokers smoke?**
  - Designated smoking areas are not encouraged by the policy since the dangerous effects of secondhand smoke are evident.
- **How will the policy be enforced?**
  - In an effort to promote health, we recommend no punitive action associated with this policy. However, employees are ethically obligated to comply with policies that are part of Travis County's Code.
- **Will elected officials have to comply?**
  - This is a facilities policy that affects Travis County owned properties. Much like the SIPPO Ordinance already in effect for public buildings in Austin city limits, the proposed policy will affect the property regardless of who uses the building as long as it is Travis County property.

Who is Tobacco-Free?

- ACTIVE Life Inc.
- African American Men & Boys Harvest Foundation
- Austin Community College
- Austin Recovery
- Austin Volunteer Health Clinic
- Austin/Travis County HHSD
- Austin/Travis County Integral Care
- Capital Metro
- Central Health/ CommUnityCare
- Huston-Tillotson University
- Mexican Consulate
- People's Community Clinic
- Seton Family of Hospitals
- St. David's Healthcare

Contact Information

- **Ana Almaguel (Project Manager)**
  - Ana.Almaguel@co.travis.tx.us
  - 512-914-2257
- **Lindsay Pollok (Planner)**
  - Lindsay.Pollok@co.travis.tx.us
  - 512-516-5865
- **LaTonya Pegues (Research Assistant)**
  - LaTonya.Pegues@co.travis.tx.us
  - 512-541-5049

Item 2

Travis County Commissioners Court Agenda Request

Meeting Date: 1/24/12
Prepared By/Phone Number: Anna Bowlin Phone #: 854-7561
Division Director/Manager: Steven Manilla

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: County Judge Sam Biscoe

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

BACKGROUND/SUMMARY OF REQUEST:

In October 2010, the Commissioners Court suspended approval of subdivisions using Trinity Aquifer groundwater and created a Stakeholder Committee to work on water availability issues. Staff met with the Committee seven times, six of which were before proposing an initial rule proposal at the September 20, 2011, Commissioners Court meeting.

During October, 2011, the Commissioners Court held a work session with the Stakeholder Committee and extended the suspension until January 31, 2012. Staff presented a list of possible revisions to the initial rule proposal at the November 15, 2011,Commissioners Court meeting.

Staff then presented a narrowed-down list of possible revisions (see attached "Proposal For Discussion") to the full Stakeholder Committee on November 30, 2011, and later held several meetings with individual stakeholders.

STAFF RECOMMENDATIONS:

Attached is revised rule proposal based on the Stakeholder Committee meeting of November 30, 2011. Staff believes consensus was reached on most of the "Proposal for Discussion" at that meeting, so the "Proposal for Discussion" summarizes most of what is in the revised rule proposal.

Where consensus wasn't reached at the meeting, the revised rule proposal tries to balance between differing views. Also, several issues will require ongoing data collection or development of proposals that the Commissioners Court might consider

in the future. The data collection issues, possible future issues, and issues lacking consensus are discussed below. Finally, the new rule language on master development plans was developed in discussions with individual stakeholders, so it is not reflected in the "Proposal for Discussion."

Staff recommends that the Commissioners Court adopt the attached final proposed rule.

ISSUES AND OPPORTUNITIES:

Data Collection, Monitoring, and Possible Future Rule Amendments.

There is consensus that Travis County should collect data on groundwater wells; fund equipment, training, and monitoring/sampling/analysis of groundwater; and possibly enter into interlocal agreements for that work with groundwater districts or other appropriate entities.The Commissioners Court has funded, and TNR is hiring, a hydrogeologist so that the County will have in-house groundwater expertise.

There was general support for developing the knowledge base needed to adopt a "water budget" approach to managing water availability, or other approaches where the current supply of groundwater is ascertained and steps are taken to ensure groundwater levels are not excessively drawn down. More work is needed before a rule amendment could be proposed to the Commissioners Court. However, the best way to address this need is to create an adequately-funded groundwater district with the ability and motivation to effectively manage the Trinity Aquifer.

Use of Groundwater For Amenity Ponds and Irrigation of Common Areas.

Some believe groundwater is so scarce that it should be used only for domestic and other basic needs, not for aesthetics or other luxuries. Others believe that if there is proof of an adequate supply, groundwater should be available for any use.

Staff balanced between these views by requiring that groundwater from a subdivision with centralized wastewater may be used on common areas only until enough treated wastewater effluent is available for those purposes. Also, in all subdivisions, the size of water features supplied by groundwater is limited and use of groundwater for common areas would be accounted for in the groundwater availability certification and curtailed in droughts.

Limitations on Development Intensity Over the Edwards and Trinity Aquifers to Protect Surface and Ground Water.

Some believe that limiting the intensity of all development over key aquifers is necessary to allow those aquifers to be recharged by unpolluted rainwater. Others believe that limiting development intensity is appropriate for projects supplied by groundwater, but intensity of developments not using groundwater shouldn't be limited. They believe the latter help recharge aquifers because surface water used for irrigation there will seep into the ground. They also believe the limits staff has proposed for developments using groundwater are slightly too strict.

Development intensity for subdivisions not using groundwater was one of two issues staff did not initially perceive as an issue for this rulemaking. The other issue was fire protection. Originally, the focus of the rulemaking was solely on groundwater demand, so neither fire protection nor intensity of developments not using groundwater were topics of discussion with the Stakeholder Committee until September, 2011, when those issues came to light in the course of staff's surveying what issues other Hill Country counties had addressed in their water availability rules.

Most Hill Country counties address their water supply as a whole. Three counties (Gillespie, Kendall, and Medina) address fire protection. Six counties (Bandera, Comal, Gillespie, Kendall, Kerr, and Medina) in some way limit the intensity of all subdivisions, including those not supplied by groundwater. Also, Travis County regulations in Title 30 currently limit development intensity in the part of western Travis County in the City of Austin's ETJ, even for subdivisions not on groundwater.

Development intensity is relevant to Travis County's water supply because the land, surface water, and groundwater of a watershed are all interconnected. First, whether groundwater or surface water, all of Travis County's water supply originates as and is replenished by rainfall. Second, groundwater performs an integral function in a watershed because it discharges to the surface as springs and provides the base flow for streams and creeks. Third, the rain that does not seep into the soil and become groundwater runs off the land into the lakes and streams that make up the surface water component of Travis County's water supply. In part of western Travis County, some of that water flows across the Edwards Aquifer Recharge Zone and recharges that aquifer. Finally, both aquifer recharge and infiltration rates and rainfall runoff rates are very site specifric and are affected by soil, geology, topography, and human uses of the land, both in terms of water quantity and water quality. Land development can not only inhibit recharge, but also pollute both the rainfall that seeps into the ground (i.e., the groundwater component of Travis County's water supply) and the rainfall that runs off into lakes and streams (i.e., the surface water component of Travis County's water supply).

In terms of development intensity, staff believes useful guidance is found in the 2005 "Regional Water Quality Protection Plan for the Barton Springs Segment of the

Edwards Aquifer and Its Contributing Zone" that was funded by Travis County and several other local governments. The Contributing Zone of the Edwards Aquifer is the outcrop of the Trinity Aquifer in western Travis County that recieves recharge. The plan provided a range of possible impervious cover limits, i.e. 5% for residential and 7.5% for commercial to 30% for residential and 45% for commercial, if development rights are transferred.

In recognition of the fact that substantial areas of western Travis County have been set aside for preservation, staff recommends that the rules include a development intensity limit of 30% for residential and 45% for commercial, even with no density transfer requirement.

FISCAL IMPACT AND SOURCE OF FUNDING:
None

ATTACHMENTS/EXHIBITS:
Proposed rules amdenments.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	Natural Resources Environmental Quality Division Director	TNR	854-7212
Thomas Weber	Environmental Quality Program Manager	TNR	854-4629
Tom Nuckols	Assistant County Attorney	County Attorney's Office	854-9262

CC:

: :
0101 - Administrative - 11-03

January 19, 2011 DRAFT

EXHIBIT A

Part I. Section 82.201 is amended to read as follows:

Section 82.201 General Subdivision Procedures

(a) *No change.*

(b) Applications.

(1) through (8) *No change.*

(9) A master development plan must be submitted for an applicant to meet "fair notice" requirements under Section 82.102(a). Otherwise, an applicant may voluntarily submit a master development plan as a non-binding planning tool, but it is not required and will not be approved by the Executive Manager or the Commissioners Court, except as provided in Section 82.216(d), Water Availability-Protection of Surface and Ground Water Quantity and Quality. If submitted either voluntarily or to meet "fair notice" requirements, it shall consist of a reasonably detailed map or schematic drawing containing the following:

(A) the boundaries of the original tract(s) and phases of development, if any;

(B) the names of adjacent platted subdivision or the names of the record owners of adjoining unplatted property;

(C) the location, width, and names of all existing or platted streets or public right of-way and all existing easements within and adjacent to the development;

(D) the layout and width of proposed arterials, thoroughfares and collector streets and the general configuration of proposed streets and alleys;

(E) the general arrangement and designations of land uses, and any site for special use (e.g., for parks, open space, detention, or other public facilities);

(F) the approximate location of the 25-year flood plain and the 100-year flood plain, the location and width of existing drainage channels, creeks and water courses within the development; ~~and~~

(G) the proposed location of proposed drainage courses and any necessary offsite extensions; and

(H) estimates of the amount of water to be used and wastewater to be generated in all phases of development, identification of the source(s) of the water, a description of the new or existing water and wastewater facilities that will serve the development, a statement by a qualified engineer or geoscientist that the water source and the water and wastewater facilities will be of adequate capacity to serve the development, the owner and operator of the water and wastewater facilities and the location of the development with respect to any applicable certificates of convenience and necessity, and the schedule for creating any entity that will own or operate the facilities.

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

Section 82.203 Preliminary Plan

(a) *No change.*

(b) Plan Standards Outside ETJ.

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

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

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

Section 82.204 Final Plat

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

(d) Certifications and Acknowledgments.

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

(6) Plat Notes.

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

(D)~~(1)~~ No lot in this subdivision shall be occupied until connected to a centralized water distribution system or an approved onsite water well.

~~(2) The following note must also be added if the subdivision is subject to Section 82.213: No land in this subdivision may use or be connected to a centralized water system or water well that draws water from the Trinity Aquifer, unless authorized by the groundwater conservation district that covers this subdivision, or if no groundwater conservation district exists, the Commissioners Court.~~

Part III. Chapter 82 is amended to revise Section 82.213 and add new Sections 82.212 and 82.214 through 82.216, as follows:

Section 82.212. Water And Wastewater Availability-Exceptions.

(a) A subdivision of five or fewer residential lots averaging two or more acres per lot is exempt from Sections 82.213 through 82.216 and Section 82.203(b)(20)(A) through (E) if:

(1) the owner has an agreement with a corporation, district, or other entity to supply the subdivision with surface water; or

(2) the drilling of more than one well on each lot is prohibited unless approved by the County;

(3) the applicant provides the information required by 82.214(b)(i), Water Availability-Special Requirements For Groundwater.

(4) a rainwater harvesting system providing storage of at least 2500 gallons of potable or nonpotable water is installed on each lot when a structure is erected there;

(5) further subdivision of lots is prohibited five years following the filing of the plat; and

(6) the use of groundwater from a well in the subdivision to supply land outside the subdivision is prohibited, except in the event of fire or other emergency the County determines to be temporary.

(b) A subdivision is exempt from Section 82.214, Water Availability-Special Requirements For Groundwater, if it will be supplied by a corporation, district, or other entity that existed on the effective date of this section and whose source of supply does not include a groundwater well drilled after the effective

date of this section in an aquifer that underlies Travis County.

(c) Sections 82.213 through 82.216 do not apply to a subdivision for which a complete preliminary plan or final plat application is filed before the effective date of this section unless land in the subdivision is further divided to increase the number of lots, parcels, or other units of development included in that application.

Section 82.213. Water And Wastewater Availability-Service Plan.

An applicant for approval of a subdivision shall submit a water and wastewater service plan approved by a qualified engineer demonstrating that adequate water and wastewater service will be available to all parts and phases of the subdivision, including the minimum information listed in this section. If wastewater will be treated by onsite sewage facilities, the wastewater elements of the plan may be satisfied by submitting planning materials required by Chapter 48, Rules of Travis County for Onsite Sewage Facilities.

(1) An estimate of the amount of water demand and the amount of wastewater that will be treated and managed throughout all phases of development, supported by engineering calculations based on the anticipated timetable for full build- out.

(2) A description of the new or existing water and wastewater facilities required to serve the development, including the location of and a schedule for completing all new facilities and the plan for financing construction, operation, and maintenance of the facilities.

(3) The owner and operator of all water and wastewater facilities throughout all phases of development and the location of the subdivision with respect to any applicable certificates of convenience and necessity.

(4) If water or wastewater service is to be provided by a district, corporation, or other entity that has not been created as of the filing of the application, a detailed description of the timetable for creation of the entity and the proposed organization and boundaries of the district.

(5) Identification of the source(s) of water to be used in the subdivision. If the applicant does not own or otherwise control the source of supply, the County may require the applicant to obtain documentation certifying the availability of adequate supply from the entity owning or controlling the supply source.

(6) Any supply or service agreements that will be needed before water or wastewater service can be provided.

(7) If the demonstration of adequacy of service involves demand or use restrictions or limitations, restrictive covenants, utility provider rules, or other legally enforceable means of ensuring that the restrictions or limitations will be enforced so that use or demand does not exceed supply.

(8) If water or wastewater service will not be provided by a public system regulated by TCEQ, an operations and maintenance plan for the system.

(9) Documentation of compliance with requirements of all federal, state, and local laws regarding water or wastewater availability. Approval is conditioned on continued compliance with these requirements.

(10) For any subdivision with a centralized water system having 15 or more connections, a demonstration of compliance with Section 82.215, Water Availability-Fire Protection.

(11) For any residential subdivision with 15 or more units, a drought contingency plan including the following elements. The plan shall be consistent with LCRA drought planning standards for subdivisions in Western Watersheds and City of Austin drought planning standards in Eastern Watersheds.

(A) Ongoing public outreach and information for those subject to the plan.

(B) Ongoing coordination with regional water planning groups

(C) Defined drought or emergency response stages for implementation of measures in response to reduction in water supply in event of:

(i) a repeat of the drought of record;

(ii) water production or distribution system limitations;

(iii) supply source contamination; and

(iv) system outage due to failure or damage of pumps or other water system components.

(D) Information to be monitored by the water supplier and specific criteria for initiating and terminating drought response stages, including the rationale for those criteria.

(E) Specific, quantified targets for water use reductions during periods of water shortage.

(F) Specific water supply or demand management measures to be implemented during each stage of the plan, including:

(i) curtailment of nonessential water uses; and

(ii) use of alternative water sources and delivery mechanisms, such as interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.;

(G) Procedures for initiating and terminating each response stage, including public notification.

(H) Procedures for granting variances to the plan.

(I) Means and procedures for enforcement of mandatory water use restrictions, including measures such as specifications of penalties for violations, such as water provider rules, restrictive covenants, fines, water rate surcharges, and discontinuation of service.

~~(a) In a Western Watershed, a subdivision may be approved only if all land in the subdivision is prohibited from using or connecting to a centralized water system or water well that draws water from the Trinity Aquifer, unless authorized by the groundwater conservation district that covers the subdivision, or if no groundwater conservation district exists, the Commissioners Court.~~

~~(b) The Commissioners Court may make exceptions to the requirements of this section:~~

~~(1) for developments that meet the requirements for a conservation development under Section 82.220, *et seq.* ; or~~

~~(2) if an applicant provides information adequately demonstrating that applying this section to the applicant:~~

~~(A) is prohibited by Chapter 245, Local Government Code; or~~

~~(B) will impose an undue and unique hardship on the applicant.~~

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

~~(d) This section expires January 31, 2012.~~

Section 82.214. Water Availability-Special Requirements For Groundwater.

(a) Water service to a subdivision may not be supplied by groundwater from an aquifer underlying Travis County, except the Trinity or Edwards aquifers. Subdivisions using groundwater from the Trinity or Edwards aquifers shall comply with this section.

(b) The applicant shall provide a certification of groundwater availability meeting the requirements of Section 82.203(b)(20)(A) through (E). In addition, the engineer or geoscientist preparing the certification shall supplement it with a report containing:

(i) the results of a walking survey around the inside perimeter of the subdivision and along adjacent public roads to identify all groundwater wells within 1000 feet of the subdivision boundary;

(ii) a list of the record owners of land within 1000 feet of the subdivision boundary and proof that the applicant delivered to each a County-approved questionnaire regarding groundwater wells;

(iii) all information on groundwater wells within the subdivision and within 1000 feet of its boundary contained in TCEQ, TWDB, and TDLR records;

(iv) GPS coordinates or equivalent data locating all identified wells;

(v) unless water will be supplied by a public system regulated by TCEQ, a certification that the quality of the water produced from the test well meets the standards in TCEQ rules at 30 TAC Sections 290.104, 290.106, 290.108, and 290.109 either without any treatment of the water or with treatment by an identified and commercially available water treatment system; and

(vi) any necessary or appropriate lot layout, well location, or use restrictions.

(c) Preliminary plans and plats shall specify the layout of lots and the GPS coordinates or equivalent data for all wells supplying the subdivision in conformance with the groundwater availability certification.

(d) A well in the subdivision may not be located within 150 feet of the subdivision boundary without the consent of the adjoining landowner.

(e) Unless the Commissioners Court approves an update to the original groundwater availability certification proving that long term water supply to the subdivision is not adversely affected:

(1) after completion of the minimum number of wells needed to serve the subdivision, no additional well may be drilled in the subdivision;

(2) lots in the subdivision may not be further subdivided; and

(3) a well used to supply the subdivision may not be used to supply sources other than the subdivision, except in the event of fire or other emergency the County determines to be temporary.

(f) Owners of residential subdivisions with 15 or more units and owners of commercial subdivisions that will use over 100,000 gallons per month shall install County-approved water-level monitoring equipment on one of the wells and dedicate the equipment and an access easement to the County allowing the County to monitor, operate, maintain, and replace the equipment. In lieu of meeting these requirements, the owner of a centralized water system may enter into an agreement with the County in which the owner monitors, operates, maintains, and replaces the equipment on the County's behalf.

(g) This subsection applies to use of groundwater for common area features, such as water features and irrigation of landscaping, sports fields, etc.

(1) If a subdivision has centralized wastewater service, groundwater may be used for common area features only temporarily until a sufficient quantity of treated effluent is available. In the plan required by Section 82.213, Water And Wastewater Availability-Service Plan, the applicant shall include a plan for the phased replacement of that groundwater with treated effluent.

(2) In the plan required by Section 82.213, Water And Wastewater Availability-Service Plan, the applicant shall account for use of groundwater for common area features.

(3) Use of groundwater for common area features shall be curtailed in the first stage of drought as defined in Section 82.213(10)(D), Water And Wastewater Availability-Service Plan.

(4) The volume of common area water features in a subdivision supplied by groundwater may not exceed two acre feet for an individual feature and six acre feet cumulatively.

Section 82.215. Water Availability-Fire Protection.

(a) Owners of residential subdivisions with 15 or more units supplied by a centralized water system and owners of commercial subdivisions shall provide the subdivision with a water supply, water storage facilities, water lines, and hydrants on fire fighting apparatus access roads meeting the requirements of this section.

(b) For residential subdivisions:

(1) minimum fire flow and flow duration shall be 1000 gallons per minute for one hour at 20 pounds per square inch residual pressure;

(2) the maximum distance from any point on a street or road frontage to a hydrant shall be 250 feet ; and

(3) the average spacing between hydrants shall not exceed 500 feet.

(c) Hydrant spacing and minimum fire flow and flow duration for commercial subdivisions shall be calculated as required by Appendix B, International Fire Code.

(d) Water storage facilities must include permanent means for refilling the total storage volume within seventy two hours.

(e) Subdivisions shall include fire fighting apparatus access roads meeting the requirements of the International Fire Code, as amended by Chapter 71, Travis County Code.

(f) In lieu of the requirements of this section, the Commissioners Court may approve other methods of fire protection if the applicant demonstrates it is necessary to avoid an undue hardship and the Travis County Fire Marshal determines it provides an equal or better level of fire protection.

Section 82.216. Water Availability-Protection of Surface and Ground Water Quantity and Quality.

(a) Except for subdivisions governed by Subsection (b), development intensity in subdivisions over the part of the Trinity Aquifer in a Western Watershed or over the Edwards Aquifer Recharge or Contributing Zone shall comply with this subsection.

(1) Impervious cover in a commercial subdivision shall not exceed 45%, except impervious shall not be limited if the subdivision:

(A) has its primary driveway access on a state road, or

(B) complies with Section 82.211(i)(4), Alternate Standards.

(2) Impervious cover in residential subdivisions shall not exceed 30%, except impervious shall not be limited if:

(A) the total number of lots in the subdivision does not exceed the number of acres in the subdivision; or

(B) the subdivision includes a conservation area meeting the conservation development requirements of Section 82.226, Conservation Area.

(b) Development intensity in a residential subdivision supplied by groundwater from the Trinity or Edwards aquifers shall comply with this subsection in lieu of Subsection (a).

(1) In subdivisions supplied by individual wells on lots, all lots shall at least five acres in size.

(2) In subdivisions supplied by a centralized groundwater system:

(A) all lots shall be at least three acres in size; and

(B) the total number of lots shall not exceed the number of acres in the subdivision divided by four.

(c) Impervious cover under this section shall be calculated in the manner it is calculated under Section 82.211, Lake Travis Watershed Water Quality Protection.

(d) The owner of land may file a master development plan under Section 82.201(b)(9), General Subdivision Procedures, that sets out phases of development for which different preliminary plan or final plat applications will be filed and that calculates development intensity based on total acreage in the master development plan. At the owner's request, the Commissioners Court shall determine whether development intensity in the master development plan complies with this section. If approved by the Commissioners court, development intensity in individual phases of the master development plan may exceed the limits of this section if cumulative development intensity in all phases of the master development plan is restricted to comply with this section.

Travis County Commissioners Court Agenda Request

Meeting Date: January 24. 2012
Prepared By/Phone Number: Josie Zavala, Judge's Office, x49555
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

APPROVE PROCLAMATION FOR AUSTIN INDEPENDENT SCHOOL DISTRICT DESIGNATING FEBRUARY 2012 AS "BLACK HISTORY MONTH" IN TRAVIS COUNTY. (JUDGE BISCOE)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Attached is the proclamation. AISD is not attending the voting session. This item is recommended for the consent agenda.

STAFF RECOMMENDATIONS:
Recommend approval.

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

PROCLAMATION

WHEREAS, Each February, we proudly recognize important African Americans and events that have shaped American culture, and celebrate those individuals in the same month that President Abraham Lincoln and abolitionist Frederick Douglass were born;

WHEREAS, The national theme for the 2012 Black History Month is "*Black Women in American Culture and History."* We are called to reflect upon the journey African Americans have made to achieve independence and self-reliance, while we continue to move forward, as the Austin Independent School District ("AISD") moves forward with its theme for this year's Black History Month, "*Every Dream A Reality";*

WHEREAS, We can teach our children that America's story has been written by men and women of every race and creed and ethnic background. And we can ensure that our laws, our actions, and our words honor the rights and dignity of every human being; and

WHEREAS, This year, the AISD will sponsor its 29th annual "African American Heritage" Celebration and honor those who have made positive contributions to the AISD and Travis County communities on Sunday, February 19, 2012 at 3:00 p.m. at the Austin Convention Center.

NOW, THEREFORE BE IT RESOLVED, that we, the Travis County Commissioners Court, do hereby proclaim the month of February 2012 as

"BLACK HISTORY MONTH"

in Travis County, Texas and urge all public officials and all citizens to raise awareness and participate with the Austin Independent School District in this year's observance in appreciation of African American History.

SIGNED AND ENTERED THIS _____ DAY OF JANUARY, 2012.

_____
SAMUEL T. BISCOE
Travis County Judge

_____
RON DAVIS
Commissioner, Precinct 1

_____
SARAH ECKHARDT
Commissioner, Precinct 2

_____
KAREN L. HUBER
Commissioner, Precinct 3

_____
MARGARET J. GÓMEZ
Commissioner, Precinct 4

Item 5

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
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 Samuel T. 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: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

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

REQUIRED AUTHORIZATIONS:

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

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

BUDGET AMENDMENTS AND TRANSFERS
FY 2012

Please do not place on consent.

1/24/2012

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		$ 5,177	1
		001	0110	511	0801	County Judge	Reg.Salaries-Temp Empl	$ 4,800		
		001	0110	511	2002	County Judge	FICA Tax - OASDI	$ 298		
		001	0110	511	2006	County Judge	Worker's Compensation	$ 9		
		001	0110	511	2007	County Judge	FICA Tax - Medicare	$ 70		
A2		001	9800	981	9892	Reserves	Allocated Reserves		$ 5,177	1
		001	5710	536	0801	Records Mngt	Reg.Salaries-Temp Empl	$ 4,800		
		001	5710	536	2002	Records Mngt	FICA Tax - OASDI	$ 298		
		001	5710	536	2006	Records Mngt	Worker's Compensation	$ 9		
		001	5710	536	2007	Records Mngt	FICA Tax - Medicare	$ 70		
A3		001	9800	981	9892	Reserves	Allocated Reserves		$ 5,177	1
		001	2601	548	0801	JP Pct. 1	Reg.Salaries-Temp Empl	$ 4,800		
		001	2601	548	2002	JP Pct. 1	FICA Tax - OASDI	$ 298		
		001	2601	548	2006	JP Pct. 1	Worker's Compensation	$ 9		
		001	2601	548	2007	JP Pct. 1	FICA Tax - Medicare	$ 70		
A4		517	9800	981	9892	Reserves	Fund 517 Allocated Resv		$ 21,365	10
		517	0615	801	8002	Auditors	Software	$ 21,365		
A5		001	9800	981	9892	Reserves	Allocated Reserves		$ 14,415	13
		001	0850	518	0801	Tax	Reg.Salaries-Temp Empl	$ 12,000		
		001	0850	518	2002	Tax	FICA Tax - OASDI	$ 744		
		001	0850	518	2005	Tax	Retirement Contribution	$ 1,473		
		001	0850	518	2006	Tax	Worker's Compensation	$ 24		
		001	0850	518	2007	Tax	FICA Tax - Medicare	$ 174		

DISCUSSION

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
D1		001	9800	981	9892	Reserves	Allocated Reserves		$ 15,000	16
		001	1405	525	5004	Facilities	Reprs-Bldg Struct & Eq	$ 15,000		

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court Travis R. Gatlin

FROM: Travis R. Gatlin, Sr. Planning and Budget Analyst

DATE: January 11, 2012

RE: ACC Internship Program for the Spring Semester and Request use Earmark from those Departments without internal resources

The FY 12 Adopted Budget includes an earmark against the General Fund Allocated Reserve to assist departments that are not able to internally fund the cost of participating in the ACC Internship Program. Six interns were placed in five County departments for the fall semester. Two of the six positions required the use of the earmark, which was approved by Commissioners Court in October 2011. The earmark was originally $25,885 and has a current available balance of $18,767. The estimated cost of each intern is $5,177 based on 20 hrs per week for 16 weeks at $15 per hour. The actual cost of each intern will vary depending on the start date and actual hours worked.

For the spring semester, HRMD and the Constable, Pct. 5 Office are able to internally fund their interns. The County Judge's Office, RMCR and Justice of the Peace, Pct. 1 Office are requesting to use a portion of the remaining earmark since they are small departments that are not able to internally fund the positions. The table below summarizes those departments participating in the program for the spring semester and amounts requested from the Allocated Reserve.

Department	# of Interns	Request from Earmark	Budget Notes
HRMD	2	N/A	Internally funded. No additional action needed.
Constable, Pct. 5	1	N/A	Internally funded. No additional action needed.
County Judge's Office	1	$5,177	Request from department to use Earmark (BA #30845)
RMCR	1	$5.177	Request from department to use Earmark (BA #30786)
Justice of the Peace, Pct. 1	1	$5,177	Request from department to use Earmark (BA #30838)
Total	6	$15,531	If approved, the Earmark balance would be $3,236. ACC is attempting to place a seventh intern that would be internally funded.

PBO recommends approval of the attached three budget amendments to support the program. The earmark will be reduced from $18,767 to $3,236 upon approval of the amendments.

cc: Bruce Elfant, Constable, Pct. 5
Cinda Kortan, Contable, Pct. 5 Office
Judge Yvonne Williams, Justice of the Peace, Pct. 1
Eleanor Thompson, Justice of the Peace, Pct. 1 Office
Melissa Velasquez, County Judge's Office
Diane Blankenship, HRMD
Harve Franklin, HRMD
Steven Broberg, RMCR
Tom Ashburn, RMCR
Leroy Nellis, PBO
Jessica Rio, PBO
Diana Ramirez, PBO
William Derryberry, PBO
Aerin Toussaint, PBO

Aerin Toussaint

From: Melissa Velasquez
Sent: Tuesday, January 10, 2012 1:38 PM
To: Aerin Toussaint
Cc: Cheryl A Brown
Subject: budget transfer request

Follow Up Flag: Follow up
Flag Status: Flagged

We are requesting to use $5,177.00 from Allocated Reserve to fund a spring ACC Intern. We are a small department with no internal resources.

Thank you,

Melissa Velasquez
Executive Assistant
Travis County Judge's Office
Office: 512-854-9555 fax: 512-854-9535
P.O. Box 1748
Austin, Texas 78767
Email: melissa.velasquez@co.travis.tx.us

3

TRAVIS COUNTY
Records Management and Communication Resources
314 West 11th Street, Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-9560

RECEIVED
12 JAN -5 PM 12:17
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

TO: JESSICA RIO, SENIOR ANALYST
PBO DEPARTMENT

FROM: STEVEN BROBERG, DIRECTOR
RMCR DEPARTMENT

RE: ACC INTERN FUNDING REQUEST

Jessica, the RMCR department can provide a training opportunity for a suitable ACC intern during the Spring semester if funding can be transferred from the reserve established for this purpose. The department does not have internal resources available to support the internship.

The job duties are described in the attached form. I'm told that the internship is scheduled to begin on January 17.

Your assistance in transferring the funding is appreciated. If you have any questions, please call me at extension 49064. Thank you.

Attachment: Intern form

cc: Tom Ashburn
Harve Franklin

TRAVIS COUNTY

AUSTIN COMMUNITY COLLEGE (ACC) INTERNSHIP PROGRAM

INTERN REQUEST FORM
SPRING 2012

PLEASE RETURN NO LATER THAN DECEMBER 19, 2011

Department/Division Name:	RMCR Imaging Division
Intern Supervisor Name/Title/Extension:	Shawn Malone, Records Services Manager, Ext. 47627
Brief Department Description:	The Imaging Division of the Records Management and Communication Resources (RMCR) Department converts records (like case files, for example) from the format they're in (paper, microfilm, etc.) to the form they need to be in (conversion to digital, for example) to meet the business needs of County departments
Duties to be Performed: **(Please be specific)**	1. Preparing paper files for scanning 2. Scanning paper records 3. Quality control processing of digitized images 4. Collecting, compiling and analyzing production information, including data entry
Qualifications: **(Focus on Knowledge, Skills and Abilities, e.g. computer skills, communication/language skills, research skills, writing ability)**	Microsoft Office 2010 and general computer skills, filing, data entry and moving boxes up to 40 pounds Ability to work on a team with minimal supervision
Work Days:	Monday through Friday
Work Hours:	Various hours between 10 AM and 6 PM
Worksite Location:	5501 Airport Blvd.
Start Date: **End Date:**	We can accommodate most student schedules
Personal Vehicle Required:	Must be able to get to work site, on foot, bus, bicycle, car, truck, train etc.
Background Check Required:	Yes

Email to harve.franklin@co.travis.tx.us

Diana Ramirez

From: Eleanor D.Thompson
Sent: Monday, December 19, 2011 7:47 PM
To: Diana Ramirez
Cc: Harve (Harvenetta) Franklin; Cynthia Lam-Roldan
Subject: ACC Intern Temporary Slot Confirmation

Diana,
Judge Williams asked me to be the contact person for Precinct 1's request to have an Intern from ACC. We do not have funds allocated for this slot. We did not know about this initiative when we prepared our 2011-12 budget.

Our Juvenile Case Manager continues to carry a case load in excess of 200 kids and we are trying to keep track of them in school and monitor their cases for compliance with the court orders. The parents, many of whom have been filed on as well, are participating in our very successful Parent Engagement Workshops and must be tracked for compliance as well.

This year the elementary schools in our vertical team under LBJ High School began filing in our court; and the new legislation has everyone confused. We are having to explain the documentation requirements to the school representatives, and help the attendance clerks understand the filing time lines. Our work load increased as the prosecutors required we return some cases and dismiss others. We need an Intern desperately; and hope by the end of this school year some of the confusion will be resolved. Please let me know if we need additional info or documentation to justify this request.

The following information is provided as requested:

Position Title:	ACC Intern
Job Code:	98300
# Hours:	20 hrs/week for 16 weeks
Pay Rate	$15.00/hr
Temporary Slot Status:	"02"
# of Slots Requested:	1
Funding Source:	Request Use of the Earmarked Funds

Thank you in advance for your help on this request.

Eleanor Thompson,
Planner Senior
Travis County JP Precinct 1
854-7781

6

Budget Adjustment: 30845

Fyr _ Budget Type: 2012-Reg	Author: 1 - VELASQUEZ, MELISSA	Created: 1/10/2012 1:27:38 PM
PBO Category: Amendment	Court Date: Tuesday, Jan 24 2012	Dept: RESERVES
Just: Other	funding for ACC Spring Intern Comm Court 1-24-12	

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			5,177
				5,177

To Account		Project	Amount
001-0110-511-0801	REG SALARIES-TEMP EMPL		4,800
001-0110-511-2002	FICA TAX - OASDI		298
001-0110-511-2006	WORKER'S COMPENSATION		9
001-0110-511-2007	FICA TAX - MEDICARE		70
			5,177

Approvals	Dept	Approved By	Date Approved
Originator	1	MELISSA VELASQUEZ	1/10/2012 1:27:56 PM
DepOffice	1	MELISSA VELASQUEZ	1/10/2012 1:27:59 PM
DepOfficeTo	1	MELISSA VELASQUEZ	1/10/2012 1:28:02 PM

Margaret Nellis 1/18/12

7

Budget Adjustment: 30786

Fyr _ Budget Type: 2012-Reg	Author: 57 - ASHBURN, THOMAS	Created: 1/4/2012 10:51:38 AM
PBO Category: Amendment	Court Date: Tuesday, Jan 24 2012	Dept: RESERVES
Just: InterDpXfr	For ACC Intern Project	

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			5,177
				5,177

To Account		Project	Amount
001-5710-536-0801	REG SALARIES-TEMP EMPL		4,800
001-5710-536-2002	FICA TAX - OASDI		298
001-5710-536-2006	WORKER'S COMPENSATION		9
001-5710-536-2007	FICA TAX - MEDICARE		70
			5,177

Approvals	Dept	Approved By	Date Approved
Originator	57	THOMAS ASHBURN	1/4/2012 10:52:06 AM
DepOffice	57	THOMAS ASHBURN	1/4/2012 10:52:09 AM
DepOfficeTo	57	THOMAS ASHBURN	1/4/2012 10:52:14 AM

Dwight Nellis 1/18/12

8

Budget Adjustment: 30838

Fyr _ Budget Type: 2012-Reg | Author: 26 - JOHNSON, CHERRY | Created: 1/9/2012 4:14:02 PM

PBO Category: Amendment | Court Date: Tuesday, Jan 24 2012 | Dept: RESERVES

Just: CourtOrder | JP1 is request funds to be transferred from Allocated Reserve to cover the cost for an ACC Intern.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			5,177
				5,177

To Account		Project	Amount
001-2601-548-0801	REG SALARIES-TEMP EMPL		4,800
001-2601-548-2002	FICA TAX - OASDI		298
001-2601-548-2006	WORKER'S COMPENSATION		9
001-2601-548-2007	FICA TAX - MEDICARE		70
			5,177

Approvals	Dept	Approved By	Date Approved
Originator	26	CHERRY JOHNSON	1/10/2012 11:00:37 AM
DepOffice	26	CHERRY JOHNSON	1/10/2012 11:00:39 AM
DepOfficeTo	26	CHERRY JOHNSON	1/10/2012 11:00:40 AM

PBO concurs, DA Ramirez 1/10/12

Teresa L. Ellis 1/18/12

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Director

DATE: January 13, 2012

SUBJECT: Budget Adjustment for BEFIT

Each year PBO requests that departments submit projected balances and justifications for the continued need of some or all of those remaining balances for approved capital projects as part of the annual process of rebudgeting of CAR, Certificates of Obligation, and voter approved bonds. These projections are done prior to the end of the fiscal year and estimates sometimes change due to various factors. PBO does not rebudget actual balances in CAR line items or Certificates of Obligation, instead the requested (estimated) amounts are the amounts upon which recommendations are made during Mark Up. Sometimes this process creates a situation where a portion of a multi-year project's expenditures are underestimated and the entire available budget does not get rebudgeted. These differences fall to that CO Fund's Allocated Reserve (or the General Fund ending fund balance if it was a CAR project).

This request is to transfer $21,365 from the Allocated Reserve in Fund 517 back to the County Auditor's budget for the BEFIT project. The BEFIT project is a multi-year project that includes funding in FY 12. The department has included a reconciliation of the requested funds on the attached memo that indicates that the original projected balance was underestimated. PBO is bringing this forward now because it is in the process of finalizing recommendations for the annual "scrubbing" process where reserve balances will be examined and recommendations will be made to allocate remaining balances to capital projects that are legally and fiscally appropriate. Therefore, this transfer should be approved prior to such a review of Allocated Reserve balances. PBO recommends approval of this budget adjustment since it is part of an overall approved project with a multi-year implementation.

cc: Christina Adair (County Auditor's Office)
William Derryberry (PBO)
Leroy Nellis (PBO)
Susan Spataro (County Auditor)
Mike Wichern (County Auditor's Office)

TRAVIS COUNTY
AUDITOR'S OFFICE

SUSAN A. SPATARO, CPA, CMA
COUNTY AUDITOR

TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

DATE: January 13, 2012

TO: Bill Derryberry

FROM: Mike Wichern

RE: BA 30887 Certificate of Obligation, Series 2010-NonTax Reserves (Fund 517)

Bill,

The ending balance in fund 517 for the BEFIT project (0615) at September 30, 2011 was $2,625,440.53. The encumbrance rollover to FY 2012 was $1,463,951. The unspent balance requested to be rebudgeted was $1,140,124. This request understated the actual ending balance by $21,365 thus overstating the fund 517 Allocated Reserve in the same amount. Budget Adjustment 30887 requests that Fund 517 FY 2012 budget for BEFIT be increased $21,365 from the allocated reserve. Please see the analysis provided below.

	Budget	Actual	Balance
517-0615-801.30-02	89,000.00	88,825.72	174.28
517-0615-801.40-07			
517-0615-801.40-12			
517-0615-801.50-02	17,901.00		17,901.00
517-0615-801.60-99	6,774.00		6,774.00
517-0615-801.80-01	2,447,002.00	1,307,156.40	1,139,845.60
517-0615-801.80-02	5,002,483.00	3,541,738.20	1,460,744.80
517-0615-801.81-02	36,840.00	36,839.15	0.85
	7,600,000.00	4,974,559.47	2,625,440.53

Encumbrance Rollover	1,463,951.00
Rebudget Request	1,140,124.00
	2,604,075.00

Understatement of Rebudget Request 21,365.53

CC: Jessica Rio
Christina Adair
Chris Broussard

Budget Adjustment: 30887

Fyr _ Budget Type: 2012-Bonds | Author: 6 - O'NEAL, SEAN | Created: 1/12/2012 9:34:16 AM

PBO Category: Amendment | Court Date: Tuesday, Jan 24 2012 | Dept: RESERVES

Just: TechCorr | Calculated ending budget balance for BEFIT was understated by 21,365

From Account	Acct Desc	Project	Proj Desc	Amount
517-9800-981-9892	ALLOCATED RESERVES			21,365
				21,365

To Account		Project		Amount
517-0615-801-8002	SOFTWARE	BEFIT1	BEFIT FUNDING	21,365
				21,365

Approvals	Dept	Approved By	Date Approved
Originator	6	SEAN O'NEAL	1/12/2012 9:34:30 AM
DepOffice	6	MICHAEL WICHERN	1/12/2012 10:11:04 AM
DepOfficeTo	6	MICHAEL WICHERN	1/12/2012 10:15:28 AM
AudBonds	6	HANNAH YORK	1/12/2012 10:35:11 AM

1/13/12

Dwight Nelms 1/18/12

12

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Aerin-Renee Toussaint, Budget Analyst

DATE: January 17, 2012

RE: Tax Office Redistricting Temporary Employee - Extension

The U.S. Supreme Court has yet to make a decision about the structure of voting district maps and primary elections in the state of Texas. The Travis County Tax Assessor-Collector's Office indicates that it is experiencing an increased workload because of the delay. In an effort to be prepared to provide correct election data once a decision is reached, the Tax Office has employed a Redistricting Temporary Employee to assist with the additional workload in preparation for election season. Since the primary election and district maps are still contested, the Tax Office desires to retain this employee to help with ongoing work for an additional four months. This request extends the employee's end date from January 31, 2012 to May 31, 2012.

The Tax Office requests that the Redistricting Temporary Employee be compensated at $14,415 (including benefits), funded from Allocated Reserves. The position will have a new end date of May 31, 2012.

The Tax Office is unable to fund the position internally because the Voter Registration Division is projected to spend their entire budget, according to PBO end-of-year projections.

PBO supports this action because the employee is already trained in Tax Office procedures, technology, and business practices, and will be a valuable asset to the Office during the next four months. An extension will allow this person to continue their work without interruption, which is important during this season of preparation.

cc: Tina Morton, Acting Tax Assessor-Collector
Dee Lopez, Kitten Pfertner, Tax Office
Leroy Nellis, Jessica Rio, PBO
Diana Ramirez, PBO

Tina Morton
ASSESSOR AND COLLECTOR
OF TAXES

5501 Airport Blvd
AUSTIN, TX 78751
(512) 854-9473

January 13, 2012

Memo to: Diana Ramirez, Planning and Budget Office

From: Dee Lopez, Tax Office-Voter Registration Division

Re: Redistricting Temporary Employee - Extension

As you are aware, the Federal courts are still deliberating on which map to use to conduct Primary elections. It is unclear when the courts will finally decide to hold the Primary election in Texas but we must be ready to provide election data within a very short time frame. My office is currently working on each map and is required to change election districts and voting precincts and aggressively audit the results. For this reason, I request additional funds to extend employment for our current Redistricting Temporary Employee for four months through 5/31/2012.

Specifically, the request is for an additional $12,000 funded to 001-0850-518-08-01. I do not have the funds to pay our current temporary employee for an additional four months. She is already trained and well versed on our GIS system and business practices. Her last day of employment is January 31, 2012.

Please feel free to contact me at 4-9203 if you have questions or need additional information to process this request.

Budget Adjustment: 30939

Fyr _ Budget Type: 2012-Reg
PBO Category: Amendment
Just: Other

Author: 8 - PFERTNER, KATHLEEN
Court Date: 1/24/2012
Comm Court request for
Redistricting temp employee/extension

Created: 1/17/2012 10:53:16 AM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			14,415
				14,415

To Account		Project	Amount
001-0850-518-0801	REG SALARIES-TEMP EMPL		12,000
001-0850-518-2002	FICA TAX - OASDI		744
001-0850-518-2005	RETIREMENT CONTRIBUTION		1,473
001-0850-518-2006	WORKER'S COMPENSATION		24
001-0850-518-2007	FICA TAX - MEDICARE		174
			14,415

Approvals	Dept	Approved By	Date Approved
Originator	8	KATHLEEN PFERTNER	1/17/2012 10:54:19 AM

Margaret Wellis 1/18/12

15

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst

DATE: January 17, 2012

RE: Request for $15,000 from Allocated Reserve for Renovations to 1101 Nueces for PlanetSafe

On January 10, 2012, Commissioners Court approved a request to allow 1101 Nueces to house the new PlanetSafe program. At that time, Commissioners Court asked FMD to bring the budget adjustment for the funding for the renovation back to Court. The amount identified on January 10th and the amount being requested now is $15,000.

Please note that FMD has not submitted a specific renovation budget with its backup so PBO cannot comment on the adequacy of the request. On January 10th, FMD indicated that the $15,000 cost estimate would cover minor renovation work.

PBO does not object to this budget request, but is placing it on the Commissioners Court's agenda as a discussion item because a detailed budget is not available for review.

cc: Leroy Nellis, Jessica Rio, PBO
Roger El Khoury, John Carr, Amy Draper, FMD
Steven Manilla, Carol Joseph, Cynthia McDonald, TNR

FACILITIES MANAGEMENT DEPARTMENT
Roger A. El Khoury, M.S., P.E., Director

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

MEMORANDUM

Project No: Nuece - General
File: 102

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

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

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

DATE: January 13, 2012

SUBJECT: Funding Issue – 1101 Nueces Renovations for PlanetSafe

Facilities Management Department (FMD) requests your support in posting an item in Commissioners Court to approve transfer of $15,000 from Allocated Reserves. This action is required to provide renovations at 1101 Nueces to house the PlanetSafe program as presented and approved by the Commissioners Court on January 10, 2012. Automated budget adjustment #30870 has been loaded in the system for this action to transfer funding into line item 001-1405-525-5004 for execution.

Please direct any questions on this request to Roger A. El Khoury, M.S., P.E., at 44579 or John Carr at 44772.

COPY TO:
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Diana Ramirez, PBO

17

Budget Adjustment: 30870

Fyr _ Budget Type: 2012-Reg | Author: 14 - DRAPER, AMY | Created: 1/11/2012 1:19:39 PM

PBO Category: Discussion | Court Date: Tuesday, Jan 24 2012 | Dept: RESERVES

Just: Other | Transfer from Allocated Reserve for renovations at 1101 Nueces. Project approved by

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			15,000
				15,000

To Account		Project	Amount
001-1405-525-5004	REPRS-BLDG STRUCT & EQUIP		15,000
			15,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	1/11/2012 01:19:49 PM
DepOffice	14	AMY DRAPER	1/11/2012 01:19:50 PM
DepOfficeTo	14	AMY DRAPER	1/11/2012 01:19:53 PM

1-17-12

1/18/12

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Updated 1-19-12, 4:15pm

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

Amount	Dept Transferred Into	Date	Explanation
$15,196,426			Beginning Balance
($354,050)	County Clerk	10/13/2011	Voting Equip. for other entities elections
($3,559)	Comm. Pct. 4	10/18/11	ACC Internship Program
($3,559)	Records Mngt.	10/18/11	ACC Internship Program
($650)	Comm. Pct. 3	10/18/11	Office Supplies
($1,500)	Constable Pct. 1	10/25/2011	Bilingual Pay
$37,432	Various	10/26/2011	Cancelled Purchase Orders
($41,044)	JP Pct. 1	10/26/2011	Special Project Temp. Employee
($41,044)	JP Pct. 1	10/26/11	Special Project Temp. Employee
$24,673	Various	11/7/11	Cancelled Purchase Orders
($57,415)	Purchasing	11/8/2011	Temp. Empl-Transition to new accting sys.
($5,000)	General Admin.	11/22/2011	Redistricting Services
($299,500)	TNR	11/22/11	Purchase 244 Acres-Wilbarger Crk
($1,248,996)	ITS	11/22/11	BEFIT Hardware and Software
($70,000)	Sheriff's Office	12/6/2011	TCSO Training Funds
$30,927	Various	12/8/11	Cancelled Purchase Orders
($34,620)	TNR	12/16/11	FTE Monitor Nonpotable Water
$11,865	Various	12/16/11	Cancelled Purchase Orders
($25,000)	TNR	12/22/2011	Envision Central Texas
($30,000)	County Attorney	12/22/11	Redistricting Outside Counsel
($45,640)	Criminal Courts	12/27/2011	Continue Veterans Court Program
($10,000)	TNR	12/28/11	Clean Air Force
$28,827	Auditor	1/13/12	Technical correction for Excess rollover amt.
($5,500)	Facilities	1/17/12	Palm Square Appraisal Fee
($3,089)	TNR	1/17/12	Lake Travis Economic Study
$13,049,984	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
($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
($18,767)	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
($8,947,139)	**Total Possible Future Expenses (Earmarks)**
$4,102,845	***Remaining Allocated Reserve Balance After Possible Future Expenditures***

Updated 1-19-12, 4:15pm

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

Amount	Dept Transferred Into	Date	Explanation
$1,433,446			Beginning Balance
($90,000)	TNR	12/13/11	Guardrail Improvements
$1,343,446	**Current Reserve Balance**		

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

Amount	Explanation
($365,000)	TNR - International Cemetery
($330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
($48,505)	TCSO - Security
($90,000)	TNR - New Guardrail Installations
($80,000)	RMCR - A/V Equipment for 700 Lavaca Street
($38,500)	TNR - Northeast Metro Park - Phase III
($952,005)	**Total Possible Future Expenses (Earmarks)**

$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
$330,703	**Current Reserve Balance**		

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

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

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

Amount	Dept Transferred Into	Date	Explanation
$1,000,000			Beginning Balance
$1,000,000	**Current Reserve Balance**		

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

Amount	Dept Transferred Into	Date	Explanation
$4,000,000			Beginning Balance
($425,000)	CJP	12/27/11	Related to Civil Courthouse Contract
($65,000)	CJP	1/19/2012	Legal Services Contract
$3,510,000	**Current Reserve Balance**		

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

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

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

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

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

Amount	Dept Transferred Into	Date	Explanation
$60,250			Beginning Balance
$60,250	**Current Reserve Balance**		

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

Amount	Dept Transferred Into	Date	Explanation
$4,700,000			Beginning Balance
$4,700,000	**Current Reserve Balance**		

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

Amount	Dept Transferred Into	Date	Explanation
$750,000			Beginning Balance
$750,000	**Current Reserve Balance**		

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

Amount	Dept Transferred Into	Date	Explanation
$300,000			Beginning Balance
***$300,000**	**Current Reserve Balance**		

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

Amount	Dept Transferred Into	Date	Explanation
$640,000			Beginning Balance
($245,000)	EMS	11/15/11	Rescue Hoist
$395,000	**Current Reserve Balance**		

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

Amount	Dept Transferred Into	Date	Explanation
$1,500,000			Beginning Balance
$1,500,000	**Current Reserve Balance**		

*** Reserved for MHMR**

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

Amount	Dept Transferred Into	Date	Explanation
$1,043,855			Beginning Balance
$1,043,855	**Current Reserve Balance**		

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

Amount	Dept Transferred Into	Date	Explanation
$51,367,824			Beginning Balance
($27,695,392)	TNR	11/22/11	Park Land, Vehicles and Rd.Impvts.
($5,886,705)	Facilities	11/22/11	700 Lavaca, 1st and 2nd floor Renovations
$17,785,727	**Current Reserve Balance**		

Item 6

Travis County Commissioners Court Agenda Request

Meeting Date: 01/24/2012, 9:00 AM, Voting Session
Prepared By/Phone Number: Travis R. Gatlin, Planning and Budget Office, 854-9346
Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive Planning and Budget
Commissioners Court Sponsor: Judge Biscoe

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

A. Annual application to the Texas Department of Public Safety, Texas Division of Emergency Management, to receive federal resources to continue the Emergency Management Performance Grant in the Emergency Services Department; and

B. Annual application to the Corporation for National and Community Service to continue the Coming of Age Program in the Health and Human Services & Veterans Service Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Items A and B are annual applications to continue existing grant programs. The grant revenue for item A is received by the General Fund and partially reimburses the County for budgeted staff within the Emergency Services Department. The requested amount is approximately $138,000 but it is likely the amount awarded will be around $80,000 based on recent awards. Item B provides partial funding for the Coming of Age Program staff.

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 grant match for both items is met through each departments existing budget.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leroy Nellis
County Judge's Office	Cheryl Aker

TRAVIS COUNTY

1/17/2012

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 #
Applications												
A	49	Emergency Management Performance Grant	10/1/2011-9/30/2012	$138,465	$138,464	$0	$0	$276,929	3.00	R	S	9
B	58	Coming of Age (CNCS)	4/1/2012-3/31/2012	$50,495	$321,591	$0	$0	$372,086	6.80	R	MC	41

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

Updated 1-19-12, 4:15pm

FY 2012 Grant Summary Report
Grant Applications approved by Commissioners Court

The following is a list of grants for which application has been submitted since October 1, 2011, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Formula Grant - Indigent Defense Grant Program	10/01/2011-9/30/2012	TBD	$0	$0	$0	TBD	-	10/18/2011
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012-05/31/2015	$77,502	$0	$25,834	$0	$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012-5/31/2015	$129,793	$0	$43,624	$0	$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013-5/31/2016	$500,000	$0	$166,667	$0	$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012-7/31/2013	$298,671	$0	$437,941	$73,677	$810,289	28.00	11/1/2011
37	Travis County Sheriff's Office Response Equipment (ARRA)	12/1/2011-5/31/2012	$100,000	$0	$0	$0	$100,000	-	12/13/2011
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011-9/30/2012	$7,500	$0	$7,500	$0	$15,000	-	12/27/2011
47	State Homeland Security Grant program (through CAPCOG)- SCBA equipment	10/01/2012-11/30/2014	$40,000	$0	$0	$0	$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- equipment licenses	10/01/2012-11/30/2014	$8,000	$0	$0	$0	$8,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- maintenance contract	10/01/2012-11/30/2014	$30,000	$0	$0	$0	$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- replacement equipment	10/01/2012-11/30/2014	$30,000	$0	$0	$0	$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- chemical protective clothing	10/01/2012-11/30/2014	$40,000	$0	$0	$0	$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- radiological isotope identifier	10/01/2012-11/30/2014	$33,500	$0	$0	$0	$33,500	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- dosimeters	10/01/2012-11/30/2014	$8,000	$0	$0	$0	$8,000	-	1/10/2012
49	FY 12 Habitat Conservation Plan Land Acquisition Assistance Grant	5/1/2012-8/30/2014	$4,834,800	$0	$3,223,200	$0	$8,058,000	-	1/17/2012

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
*Amended from original agreement.			$6,137,766	$0	$3,904,766	$73,677	$10,116,209	28.00	

Updated 1-19-12, 4:15pm

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

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Drug Diversion Court	9/01/2011-8/31/2012	$132,702	$0	$0	$0	$132,702	1.00	10/4/2011
24	Travis County Veteran's Court	9/01/2011-8/31/2012	$155,000	$0	$0	$0	$155,000	2.00	10/4/2011
22	Family Drug Treatment Court	9/01/2011-8/31/2012	$119,185	$0	$0	$0	$119,185	1.00	10/4/2011
39	DWI Court	9/01/2011-8/31/2012	$231,620	$0	$0	$0	$231,620	4.00	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	-	10/4/2011
45	Travis County Psychology Internship Program	9/01/2011-8/31/2016	$464,733	$99,779	$0	$0	$564,512	-	10/11/2011
58	Comprehensive Energy Assistance Program*	1/01/2011-12/31/2011	$5,519,883	$0	$0	$0	$5,519,883	-	10/18/2011
37	Austin/Travis County Human Trafficking LE Task Force*	1/01/2011-9/30/2012	$15,000	$0	$0	$0	$15,000	-	10/18/2011
24	Drug Diversion Court*	9/01/2010-8/31/2011	$188,422	$0	$19,132	$0	$207,554	1.00	10/18/2011
37	2012 Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	$500	$0	$0	$0	$500	-	10/25/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	$21,000	$0	$0	$0	$21,000	-	10/25/2011
45	Travis County Eagle Resource Project	9/1/2011-8/31/2012	$39,907	$0	$0	$0	$39,907	-	10/25/2011
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2011 - 9/30/2014	$550,000	$0	$28,012	$155,321	$733,333	4.00	11/1/2011
47	Emergency Management Performance Grant	10/1/2010-3/31/2012	$78,753	$78,753	$0	$0	$157,506	3.00	11/8/2011
37	State Criminal Alien Assitance Program (SCAAP)	7/1/2009-6/30/2010	$683,501	$0	$0	$0	$683,501	-	11/22/2011
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	$5,519,883	$0	$0	$0	$5,519,883	-	11/22/2011
47	Urban Area Security Initiative*	8/1/2010-13/31/2012	$250,000	$0	$0	$0	$250,000	1.00	11/22/2011

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	$142,535	$47,512	$0	$0	$190,047	1.82	11/29/2011
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	$8,846	$0	$0	$0	$8,846	0.20	11/29/2011
58	Coming of Age (DADS)	9/1/2011-8/31/2012	$24,484	$24,484	$0	$0	$48,968	-	11/29/2011
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	$75,743	$22,723			$98,466	0.59	11/29/2011
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	$100,000	$0	$0	$0	$100,000	-	12/6/2011
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	$493	$493	$0	$0	$986	-	12/13/2011
42	Drug Diversion Court*	09/01/2011-08/31/2012	$132,702	$0	$4,605	$2,602	$139,909	1.00	1/3/2012
58	DOE Weatherization Assistance Program	04/01/2011-03/31/2012	$212,612	$0	$0	$0	$212,612	-	1/10/2012
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	1/24/2012-8/31/2013	$175,000	$0	$0	$0	$175,000	-	1/17/2012
			$16,492,644	$273,744	$51,749	$313,024	$17,131,161	20.61	

*Amended from original agreement.

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FY 2012 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC: Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	$29,196	$29,196	$58,392	4.00	3/31/2012	12/27/2011	N/A	No
58	Comprehensive Energy Assistance Program*	1/1/2012-12/31/2012	$0	$0	$175,000	0.00	3/31/2012	12/27/2011	N/A	No
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	$15,196	$15,196	$30,392	1.00	3/31/2012	12/27/2011	N/A	No
	Totals		$44,392	$44,392	$263,784	5.00				

*This portion of the request is not a typical permssion to continue and will temporarily use General Fund resources for grant program operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

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Updated 1-19-12, 4:15pm

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

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

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

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	$ 375,000	$ 250,000	$ 250,000	$ 375,000	$ 125,000	$ 500,000	$ -	$ 625,000	$ -	$ 625,000		$ 625,000
Criminal Justice Planning	Office of Parental Representation. *County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.*	$ 300,000	$ 307,743	$ 100,000	$ 102,360	$ 50,000	$ 152,360	$ -	$ 152,360	$ -	$ 152,360	$ -	$ 152,360
Criminal Justice Planning	Office of Child Representation. *County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.*	$ 300,000	$ 301,812	$ 100,000	$ 102,358	$ 50,000	$ 152,359	$ -	$ 152,359	$ -	$ 152,359	$ -	$ 152,359
Criminal Justice Planning	**Travis County Information Management Strategy for Criminal Justice (ARRA). *Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).***	$ -	$ -	$ 487,359	$ -	$ -	$ 26,432	$ -	$ 26,432	$ -	$ 26,432		$ 26,432
Facilities Management	**Energy Efficiency and Conservation Block Grant (ARRA).For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a $1.2 million County contribution in FY 10 to complete project.**		$ -	$ 2,207,900	$ 1,292,000		$ -		$ -		$ -		$ -
Travis County Sheriff's Office	**2009 Byrne Justice Assistance Grant (ARRA). *One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.***	$ -	$ -	$ 123,750	$ -	$ 165,000	$ -	$ 165,000	$ -	$ -	$ -		$ -
Travis County Sheriff's Office/County Attorney's Office	**Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). *One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.***	$ -	$ -	$ 64,599	$ -		$ -		$ -		$ -		$ -
Community Supervision and Corrections	**Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) *Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.***	$ -	$ -	$ 143,750	$ -	$ 143,750	$ -	$ -	$ -	$ -	$ -	$ -	$ -

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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 workstite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.***	$ -		$ -	$ -	$ 100,000	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -
	Totals	**$ 3,070,731**	**$ 1,161,189**	**$ 8,619,525**	**$ 2,175,626**	**$ 7,252,569**	**$ 1,135,059**	**$ 2,272,470**	**$ 1,260,059**	**$ 1,507,470**	**$ 1,760,059**	**$ 1,490,480**	**$ 1,760,059**

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

GRANT SUMMARY SHEET

Check One:	Application Approval: ☒ Contract Approval: ☐	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Travis County Emergency Services	
Contact Person/Title:	Pete Baldwin/Emergency Management Coordinator	
Phone Number:	512-974-0472	

Grant Title:	Emergency Management Performance Grant			
Grant Period:	From:	October 1, 2011	To:	September 30, 2012
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	Texas Department of Public Safety, Division of Emergency Management			
Will County provide grants funds to a subrecipient?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☐	No: ☒
Originating Grantor:	United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)			

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	136,536	136,536	**0**	0	$273,072
Operating:	1,929	1,928	**0**	0	$3,857
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	0	0	**0**	0	$0
Total:	$138,465	$138,464	**$0**	$0	$276,929
FTEs:	1.50	1.50	**0.00**	0.00	3.00

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	☒	EH	Simple
County Attorney	☒	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
Applicable Depart. Measures		12/31/11	3/31/12	6/30/12	9/30/12	
Assist Cities/Agencies	30	10	12	13	14	30
EM Training Provided	12	4	3	7	8	12
Drills/Activations	8	1	2	1	3	8
Measures For Grant						
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

PBO concurs with proceeding on this grant application.

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

The Emergency Management Performance Grant (EMPG) has been received by Travis County OEM for the past fourteen years. The purpose of the grant is to help pay for emergency management activities. The Travis County OEM has maintained State and Federal requirements to keep the program in compliance. The work plan that is associated with the EMPG incorporates what is being done at this time. The EMPG enhances the existing Travis County OEM program. In previous years Travis County OEM received the amounts between $58,000 and $67,200. The FY12 allocation was based on the federal program funding availablity and Travis County received $78,753.12.

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

There are no long term funding requirements.

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

The EMPG is a 50-50 match that is reimbursed after expenditures. Travis County uses the budgeted salaries of the three OEM FTEs as the match.

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

The EMPG states "In order to be allowable, indirect costs must be covered by an approved cost allocation plan. Salaries and administrative expenses of performing audits and eligible costs that cross program lines for programs authorized by the Federal Civil Defense Act of 1950, as amended, but which are not covered by a cost allocation plan, may be charged under the EMPG Program as direct costs."

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If

(2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The Travis County OEM is funded under normal budget procedures and would not be discontinued with the loss of the EMPG.

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

The EMPG is an enhancement of an existing program.

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

The EMPG allows Travis County to meet costs associated with a new shared Emergency Operations Center without requesting appropriations from the general fund and to acquire needed equipment and support services. This will assist Travis County OEM in meeting the performance measures for providing emergency management planning activities.

FISCAL YEAR 2012
EMERGENCY MANAGEMENT PERFORMANCE GRANT APPLICATION

1. APPLICANT NAME (Jurisdiction): **Travis County**

2. COUNTY: Travis | **3. DISASTER DISTRICT: 6B**

4. EMPG STATUS: ☒ Current EMPG Program participant ☐ New EMPG Program applicant

5. PROGRAM PARTICIPANTS: *(List all jurisdictions that are participants in your emergency management program. Identify any jurisdictions that have **joined or withdrawn** from your program in the last year)*) Bee Cave, **Briarcliff,** Creedmoor, Point Venture, Village of Webberville, Volente, Jonestown, Lago Vista, Manor, Mustang Ridge, Pflugerville, Rollingwood, San Leanna, Sunset Valley, The Hills, West Lake, City of Lakeway.

6. CHECKLIST OF APPLICATION ATTACHMENTS: (See the FY 2012 *Emergency Management Performance Grant (EMPG)Guide* for information on completing these forms)

- ☒ Designation of Grant Officials (TDEM-17B)
- ☒ Statement of Work & Cumulative Progress Report (TDEM-17A) - This form shall be signed by the EMC
- ☒ Application for Federal Assistance (TDEM-67) -The Authorized Official shall sign this form
- ☒ EMPG Staffing Pattern (TDEM-66) - The Authorized Official shall sign this form
- ☒ EMPG Staff Job Description (TDEM-68) - *A **current** job description is required for each staff member listed in the FY 2011 EMPG Staffing Pattern (TDEM-66)*
- ☒ FEMA Form 20-16 Summary Sheet for Assurances & Certifications - Shall be signed by an Authorized Official
  Attached:
  - ☒ FEMA Form 20-16A, Assurances – Non-Construction Programs
  - ☒ FEMA Form 20-16C, Certifications Regarding Lobbying, Debarment, Suspension, & Other Responsibility Matters; and Drug-Free Workplace Requirements
- ☐ FEMA Form SF LLL, Disclosure of Lobbying Activities - Signed by the Authorized Official *required **only** if the applicant performs lobbying to influence **federal** actions*
- ☒ Direct Deposit Authorization (form 74-146) ***or*** Application for Payee ID Number (form AP-152) - The Grant Financial Officer shall sign this form
- ☒ Travel Policy Certification (TDEM-69) - The Grant Financial Officer shall sign this form

7. CERTIFICATION: *This Application, together with the approved EMPG Statement of Work & Cumulative Progress Report (TDEM-17A), constitutes the annual work plan for the emergency management program whose participants are listed above. The undersigned agree to exert their best efforts to accomplish all activities listed in the Statement of Work & Cumulative Progress Report approved by the Texas Division of Emergency Management.*

Authorized Official *(Original Signature)*	Date	Emergency Management Coordinator *(Original Signature)*	Date

TDEM USE ONLY

8. APPROVAL: *The attached Fiscal Year 2012 Statement of Work & Cumulative Progress Report is approved*

☐ Assistant Director/Chief — Date

☐ State Coordinator for Preparedness and Operations

Mail completed forms and application materials to:

Grant Coordinator
Office of Management and Budget
Texas Division of Emergency Management
Texas Department of Public Safety
PO Box 4087
Austin, TX 78773-0223

FISCAL YEAR 2012
DESIGNATION OF EMPG GRANT OFFICIALS

APPLICANT NAME (Jurisdiction): Travis County	
EMERGENCY MANAGEMENT COORDINATOR*	
NAME	☒ Mr. ☐ Ms. *If newly appointed attach form DEM-147 Pete Baldwin
Official Mailing Address	Travis County Department of Emergency Services P.O. Box 1748 Austin, Texas 78767
Daytime Phone Number	(512) 974-0472
Fax Number	(512) 974-0499
E-mail Address	pete.baldwin@co.travis.tx.us
GRANT FINANCIAL OFFICER (CANNOT BE EMC)	
NAME	☐ Mr. ☒ Ms. Susan Spataro
Title	County Auditor
Official Mailing Address	Travis County Auditor P.O. Box 1748 Austin, Texas 78767
Daytime Phone Number	(512) 854-9125
Fax Number	(512) 854-9164
E-mail Address	susan.spataro@co.travis.tx.us
AUTHORIZED OFFICIAL (MAYOR, COUNTY JUDGE, CITY MANAGER)	
NAME	☒ Mr. ☐ Ms. Samuel T. Biscoe
Title	Travis County Judge
Official Mailing Address	Travis County Judge P.O. Box 1748 Austin, Texas 78767
Daytime Phone Number	(512) 854-9555
Fax Number	(512) 854-9535
E-mail Address	sam.biscoe@co.travis.tx.us

FISCAL YEAR 2012
APPLICATION FOR FEDERAL ASSISTANCE
(Instructions on Reverse)

NAME OF PROGRAM/ ASSISTANCE: EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG)	1. CFDA NUMBER: 97.042	2. APPLICANT STATUS: New Applicant ☐ Renewal ☒
3. FEDERAL FISCAL YEAR: FY 2012	4. START DATE: OCTOBER 1, 2011	5. END DATE: SEPTEMBER 30, 2012

6. APPLICANT INFORMATION

a. Legal Name of Applicant Organization (as it appears on the EMPG Application (TDEM-17): Travis County	b. Name & Telephone Number of Emergency Management Coordinator: Pete Baldwin 512-974-0472
c. Mailing Address: P.O. Box 1748 Austin, Texas 78767 Employer Identification Number/Tax ID# 74-6000192	d. Physical Address (if different from Mailing Address): CTECC 5010 Old Manor Road Austin, Texas 78723

7. EMPG PERSONNEL SUMMARY (include only those staff that will be paid with EMPG funds):

a. Number of EMPG Staff & Percentage of Time Worked in Emergency Management Duties:

	# Staff	Percent	# Staff	Percent	# Staff	Percent
1) Full Time:	3	100%				
2) Part Time						

b. Total Number of EMPG-Funded Personnel

8. ESTIMATED EXPENSES:

a. Salary & Benefits (from line 18, form TDEM-66)	$273,072.00
b. Travel Expenses (from line 19 form TDEM-66)	$3,000.00
c. Other Expenses (from section 11 on reverse)	$857.00
d. Total Expenses (A + B + C)	$276,929
e. Federal Share (D x .50)	$138,464.50

9. CERTIFICATION: I certify that to the best of my knowledge and belief this application and its attachments are true and correct.

a. Typed Name of Authorized Official:	Samuel T. Biscoe
b. Title of Authorized Official:	Travis County Judge
c. Original Signature of Authorized Official:	
d. Date Signed:	

INSTRUCTIONS

1. Except as indicated below, entries are self-explanatory.
2. Item 7A: Enter the legal name of your jurisdiction. Your entry should match the Applicant Name used on the EMPG Program Application (TDEM-17).
3. Item 8A: Indicate the number of full-time employees who work specific percentages of time in emergency management duties. Example: 1 staff @ 100 percent, 2 staff @ 50 percent. Also indicate the number of part-time employees. Include only staff members whose salary and benefits will be supported by EMPG funding. The data in this section should agree with the information included on the EMPG Staffing Pattern (TDEM-66).
4. Item 10 A, B, & C. This form must be signed by an Authorized Official, who is a person authorized by the governing body of the jurisdiction to apply for grants and accept grants and execute agreement and contracts on behalf of the jurisdiction. Authorized Officials are County Judges, Mayors, and many City Managers – *not* Emergency Management Coordinators.

11. OTHER ALLOWABLE EXPENSES:

Describe the other allowable expenses of your emergency management program that you are requesting be supported by EMPG funding and provide an estimate of the amount of those expenses. These costs must comply with 2 CFR, Part 225, *Cost Principles for State. Local, and Indian Tribe Governments* (OMB Circular A-87). **Salaries and expenses for elected officials are not allowed**. Any proposed expenditure in the amount of $5,000.00 or more must be listed in this section. Continue on a separate sheet if necessary. Transfer the Total calculated below to line 9c on the front of this form. To determine if an expense is allowable under the EMPG program, refer to the DHS Authorized Equipment List (AEL) available on the Responder Knowledge Base at https://www.rkb.us/contentdetail.cfm?content_id=210237&GetAELSELCats=1. You must be a registered user to access this listing.

Specific Description of Expense (Descriptions must be specific – do not use broad or general categories, such as operating or administrative expenses)	**Estimated Amount**
Rental Cost for copier in the Austin/Travis County Emergency Operations Center	857.00
Total	

FISCAL YEAR 2012
EMPG STAFFING PATTERN

1. APPLICANT NAME (as it appears on EMPG Application): Travis County				2. COUNTY: Travis			
3. FULL-TIME EMPLOYEES (including those who work all or only a portion of their time in emergency management duties)		**4. Gross Annual Salary**	**5. Gross Annual Benefits**	**6. Gross Salary & Benefits (4+5)**	**7. % Work in EM Duties**	**8. Salary & Benefits for EM (6x7)**	**9. Est. EM Travel Costs**
Name: Pete Baldwin **Position:** EMC		90,813	28,139	118,952	100%	118,952	1,000
Name: Stacy Moore-Guajardo **Position:** Asst. EMC		68,612	21,843	90,455	100%	90,455	1,000
Name: Patrice Reisen **Position:** Emergency Planner		46,200	17,465	63,665	100%	63,665	1,000
Name: **Position:**							
Name: **Position:**							
Name: **Position:**							
A. SUBTOTAL							
10. PART-TIME EMPLOYEES	**11. % of Full Time**	**12. Gross Annual Salary**	**13. Gross Annual Benefits**	**14. Gross Salary & Benefits (12+13)**	**15. % Work in EM Duties**	**16. Salary & Benefits For EM (14x15)**	**17. Est. EM Travel Costs**
Name: **Position:**							
Name: **Position:**							
Name: **Position:**							
Name: **Position:**							
Name: **Position:**							
Name: **Position:**							
B. SUBTOTAL							
TOTAL Add Subtotals in A & B above						**18.** 273,072	**19.** 3,000
CERTIFICATION: *I certify that no individual listed above holds an elected office.*							
Signature of Authorized Official:							
Date Signed:							

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Travis County
Staff Member Name	Pete Baldwin
Position Title	Emergency Management Coordinator
Description Prepared By	Travis County Human Resources
Date Prepared	

JOB DESCRIPTION

☒ Current Job Description Attached ☐ See Below

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

Travis County Human Resources Management Department
Job Description DRAFT

Job Title: 9 Emergency Mgmt Coord **Job Code: 24245** **Pay Grade: 24** **Effective Date: 09/16/04**

SUMMARY OF FUNCTION:
Develops, coordinates, implements, manages and monitors the Travis County Emergency Operations Plan to meet local, state and federal requirements. Works with other departments and agencies to prepare for emergencies. Advises Commissioners Court, Elected Officials, Appointed Officials and department heads on status of response and recovery operations. Represents Travis County on local, regional and state emergency management issues. Coordinates response and recovery activities during disasters.

DISTINGUISHING CHARACTERISTICS:
This is in a Public Safety/Emergency Management series of job classifications. This classification supervises the emergency management program. This classification is distinguished by the incumbent's focus on the emergency management program being coordinated, rather than having responsibility for the entire work unit. This classification requires a flexible work schedule to meet the needs of the department. This classification requires a flexible work schedule during a state of emergency.

EXAMPLES OF WORK PERFORMED:

	Essential (E) or Non-Essential (N)
• Coordinates development and implementation of departmental and countywide emergency option plans. Coordinates initial and ongoing assessments of risks and services necessary to assure that any interruption of county services is minimized.	E
• Coordinates development of internal emergency operating procedures and action plans. Manages the test plan elements and disaster exercises.	E
• Facilitates involvement of regional and county agencies in coordinating and planning committees for disaster preparedness, response and recovery.	E
• Develops and monitors department annual budget, including grants.	E
• Responds to Emergency Operations Center when notified of emergency conditions. Directs the response and recovery efforts of Travis County during disasters. Advises Commissioners Court, Elected Officials, Appointed Officials and department heads on status of response and recovery operations.	E
• Attends training programs, including required and optional courses. Provides emergency management training to departments and other agencies. Represents county at various meetings with other agencies.	E
• Performs other job-related duties as assigned.	N

QUALIFICATION REQUIREMENTS:
Education and experience equivalent to:
Bachelor's degree in Emergency Management, Public Administration, Business Management, Criminal Justice or a directly related field AND five (5) years of directly related increasingly responsible managerial experience in the public safety field that may include emergency management, fire service, law enforcement, or emergency medical services; industrial safety, business or government continuity planning, or related field, including three (3) years of mid- to senior level supervisory experience or management experience.

Preferred:
Completion of Professional Development Series Course from FEMA.

License:
Possession of a valid Texas Driver's License.

Travis County Human Resources Management Department
Job Description DRAFT

Job Title: 9 Emergency Mgmt Coord **Job Code: 24245** **Pay Grade: 24** **Effective Date: 09/16/04**

KNOWLEDGE, SKILLS, AND ABILITIES:

Knowledge of:

- Public administration and governmental agencies.
- Legislative process.
- Principles of emergency management administration.
- Policies, practices, procedures and terminology.
- Federal, State, Local, and County applicable laws, rules and regulations, codes, and guidelines.
- State and Federal regulatory or administrative requirements and practices.
- Standard management theory, principles, practices, and techniques.
- Management and supervisory principles, practices and techniques.
- Budgetary and fiscal process.
- Supervisory principles, practices and techniques.
- Online computer searching, and internet.
- Computer equipment to include word processing, windows, spreadsheets and databases.
- Business letter writing, grammar and punctuation and report preparation.

Skill in:

- Researching and analyzing emergency management related issues.
- Supervising others, including team building.
- Meeting emergencies.
- Research, analysis, compiling, preparing and presenting technical data/information and reports.
- Explaining complicated technical problems in simple non-technical language.
- Facilitating cooperative group decision making among diverse organizations and individuals.
- Planning and organizing work assignments.
- Problem solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Supervise work of staff members.
- Communicate effectively.
- Function calmly, effectively, and decisively in emergency situations.
- Plan, assign, supervise and review the work of subordinates.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with county staff and officials, representatives of outside agencies, other county staff and officials, news media, private business people and the general public.

PHYSICAL/ENVIRONMENTAL FACTORS:

Physical requirements include lifting/carrying 20–50 pounds, occasionally; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, adding machine, typewriter and basic office equipment. Subject to standing, walking, sitting, repetitive motion, lifting, carrying, crouching/crawling, vision to monitor, pushing, stooping/kneeling to perform the essential functions. Subject to stressful environment and client and customer contact for extended periods of time. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

WWC: 7720	EEO Function: 01	EEO Category: 02	FLSA Code: E

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EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Travis County
Staff Member Name	Stacy Moore-Guajardo
Position Title	Assistant Emergency Management Coordinator
Description Prepared By	Travis County Human Resources
Date Prepared	

JOB DESCRIPTION

☒ Current Job Description Attached ☐ See Below

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

Travis County Human Resources Management Department
Job Description DRAFT

Job Title: 9 Emergency Mgmt Coord Asst | **Job Code: 22238** | **Pay Grade: 22** | **Effective Date: 09/16/04**

SUMMARY OF FUNCTION:
Serves as Assistant Emergency Management Coordinator for Travis County.

DISTINGUISHING CHARACTERISTICS:
This is in a Public Safety/Emergency Management series of job classifications. This classification supervises the emergency management program. This classification is distinguished by the incumbent's focus on the emergency management program being coordinated, rather than having responsibility for the entire work unit. This classification requires a flexible work schedule to meet the needs of the department. This classification requires a flexible work schedule during a state of emergency.

EXAMPLES OF WORK PERFORMED:

	Essential (E) or Non-Essential (N)
• Maintains Travis County emergency management operations plan. Manages inventory of homeland security grant equipment. Maintains records.	E
• Assists in annual budget preparation. Prepares administrative reports. Oversees grants and grant reporting requirements. Researches and makes recommendations for future grant opportunities.	E
• Serves as a liaison; works with other agencies in developing operational plans for emergencies. Attends various meetings with local, state, and federal agencies.	E
• Responds to Emergency Operations Center when notified of emergency conditions.	E
• Attends training programs, including required and optional courses. Provides emergency management training to departments and other agencies. Represents county at various meetings with other agencies.	E
• Performs other job-related duties as assigned.	N

QUALIFICATION REQUIREMENTS:
Education and experience equivalent to:
Bachelor's degree in Emergency Management, Public Administration, Industrial Safety, Business Management, Planning or a directly related field AND four (4) years of increasingly responsible experience in the emergency management, strategic planning, research, project management, policy research, and program development.

Preferred:
Completion of Professional Development Series Course from FEMA.
Knowledge of Hazardous materials operations.
Knowledge of Homeland Security Equipment Grant Program.

License:
Possession of a valid Texas Driver's License.

KNOWLEDGE, SKILLS, AND ABILITIES:
Knowledge of:
- Public administration and governmental agencies.
- Legislative process.
- Principles of emergency management administration.
- Policies, practices, procedures and terminology.
- Federal, State, Local, and County applicable laws, rules and regulations, codes, and guidelines.
- State and Federal regulatory or administrative requirements and practices.
- Budgetary and fiscal process.
- Online computer searching, and internet.
- Computer equipment to include word processing, windows, spreadsheets and databases.
- Business letter writing, grammar and punctuation and report preparation.

Travis County Human Resources Management Department
Job Description DRAFT

Job Title: 9 Emergency Mgmt Coord Asst	Job Code: 22238	Pay Grade: 22	Effective Date: 09/16/04

KNOWLEDGE, SKILLS, AND ABILITIES: (Cont.)

Skill in:

- Researching and analyzing emergency management related issues.
- Meeting emergencies.
- Research, analysis, compiling, preparing and presenting technical data/information and reports.
- Explaining complicated technical problems in simple non-technical language.
- Problem solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Communicate effectively.
- Function calmly, effectively, and decisively in emergency situations.
- Reason and make judgments and decisions.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Perform in a stressful environment, while maintaining a professional manner.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Research, compile, analyze, interpret and prepare a variety of memorandums or reports.
- Establish and maintain effective working relationships with county staff and officials, representatives of outside agencies, other county staff and officials, news media, private business people and the general public.

PHYSICAL/ENVIRONMENTAL FACTORS:

Physical requirements include lifting/carrying 20–50 pounds, occasionally; visual acuity, speech and hearing; hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, adding machine, typewriter and basic office equipment. Subject to standing, walking, sitting, repetitive motion, lifting, carrying, crouching/crawling, vision to monitor, pushing, stooping/kneeling to perform the essential functions. Subject to stressful environment and client and customer contact for extended periods of time. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

WWC: 7720	EEO Function: 01	EEO Category: 02	FLSA Code: E

EMPG STAFF JOB DESCRIPTION

Jurisdiction Name	Travis County
Staff Member Name	Patrice Reisen
Position Title	Emergency Planner
Description Prepared By	Travis County Human Resources
Date Prepared	

JOB DESCRIPTION

☒ Current Job Description Attached ☐ See Below

A. Provide a general description of the duties performed by this staff member.

B. If this staff member performs both emergency management duties and other duties, identify the specific emergency management duties performed.

Travis County Human Resources Management Department
Job Description DRAFT

Job Title: Planner/Mgmt/Research Spec Sr | **Job Code: 18496** | **Pay Grade: 18** | **Effective Date: 10/01/09**

JOB SUMMARY:

Conducts highly advanced level critical, professional and specialized research projects and policy analysis, such as complex surveys, statistical analyses, and other quantitative and qualitative analyses. Compiles and manages data, uses statistical methods and evaluation tools, systems and procedures, and performs data quality assurance tests. Analyzes business, financial or operating management and/or administrative policies, operations, processes and issues. Modifies and adapts standard procedures to meet the needs of the project. Assists in the analysis, development and integration of new or revised policies and procedures. Prepares complex written reports/presents results of analyses. May serve as project leader.

DISTINGUISHING CHARACTERISTICS:

This is the fourth in a series of four planner/management/research-related job classifications within the Planner/ Management/Research job family. This classification is distinguished from the Planner/Mgmt/Research Spec in that Sr incumbents typically specialize in research projects at an advanced level, contribute to efficient methods and original ideas, and plan, design and write research proposals.

DUTIES AND RESPONSIBILITIES:

- Conducts highly advanced level of critical, professional and specialized research projects. Plans and designs intermediate level projects and implements approved proposals. Researches and develops cost analysis on new or alternative services. Modifies and adapts standard procedures to meet the needs of the project. Establishes priorities and recommends schedules, timetable and budgetary costs.
- Performs complex statistical analyses which includes selecting appropriate research design methods, techniques and procedures, compiling and cleaning data, and data manipulation and analysis. Develops research strategy, evaluates validity and reliability of data using statistical methods. Utilizes software and/or appropriate Structured Query Language to perform the analyses.
- Develops complex research and evaluation tools. Assists in data collection. Determines benchmark indicators and best procedures, methods, and guidelines for analyses and processes. Conducts advanced complex surveys and performs quantitative and qualitative analyses on responses. Performs on-line data searches using Internet and accesses data from various sources.
- Performs complex database management, and general trend, forecast and statistical analyses. Performs data quality assurance tests. Provides input and maintains research databases and tracking and reporting systems.
- Reviews research progress and reports results. Prepares and produces written summarizes, documents, and statistical and other reports to include conclusions and recommendations. Coordinates the development of and makes complex presentations of analysis results.
- Gathers and organizes information on problems or procedures. Documents existing processes and systems and recommends revised systems. Interviews subjects to analyze policies, work procedures and operational methods. Solves highly advanced complex problems or issues regarding management or administrative issues or systems.
- Makes complex recommendations regarding research, policy, planning issues, operations, related budget issues and efficient methods, plans and designs. Assists in the analysis, development and integration of new or revised policies and procedures.
- Attends meetings, serves on collaborative task forces and working groups, and provides support to collaborative planning efforts, data and statistical information collection efforts, and process development and evaluation. Acts as liaison with various working groups, offices and governmental agencies.
- Performs legislative research. Stays abreast of the effects of legislative changes and the impact.
- Uses and may modify management information systems.
- May serve as project leader.
- Performs other job-related duties as assigned.

Travis County Human Resources Management Department
Job Description DRAFT

Job Title: Planner/Mgmt/Research Spec Sr | **Job Code: 18496** | **Pay Grade: 18** | **Effective Date: 10/01/09**

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Public Policy/Administration, Government, Criminal Justice, Sociology, Business Administration or a directly related field AND five (5) years increasingly responsible experience with research, database management, statistical analysis, policy and procedure, administrative, management, and budgetary analysis or systems analysis;

OR,

Master's degree in Public Policy/Administration, Government, Criminal Justice, Sociology, Business Administration or a directly related field AND three (3) years increasingly responsible experience with research, database management, statistical analysis, policy and procedure, administrative or management, and budgetary analysis or systems analysis;

OR,

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

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

Knowledge, Skills, and Abilities:
Knowledge of:
- Public Administration and governmental agencies.
- Legislative process.
- Principles and techniques of the project discipline.
- Modern research methods, data collection and analysis.
- Forecasting techniques.
- Administrative and related business principles.
- Principles and techniques used in conducting management studies.
- Computer equipment to include word processing, spreadsheets, databases, statistical packages, presentation/ graphics and related software applications.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:
- Statistical analysis and policy research.
- Analyzing and evaluating data.
- Setting up systems for conducting analyses and compiling reports.
- Coordinating the development of and making presentations.
- Coordinating work of others.
- Conducting interviews and group meetings.
- Both verbal and written communication.

Ability to:
- Apply knowledge to data, policy, and process analyses.
- Compile data and to write clear and comprehensive reports.
- Maintenance of appropriate records.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include lifting/carrying up to 5-20 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer, monitor, keyboard, printer, fax machine, copier, adding machine, typewriter and basic office equipment. Subject to sitting, client/customer contact, standing, walking, vision to monitor, repetitive motion, stooping/kneeling, squatting, bending, reaching, occasional indoor/outdoor activities carrying and lifting of moderately heavy equipment, boxes, etc. to perform the essential functions.

WWC: 8810	EEO Function: 01	EEO Category: 02	FLSA Code: E

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

U.S. Department of Homeland Security SUMMARY SHEET FOR ASSURANCES AND CERTIFICATIONS	*O.M.B. No. 3067-0206* *Expires February 28, 2007*
FOR FY 2012	CA FOR *(Name of Applicant)* Travis County

This summary sheet includes Assurances and Certifications that must be read, signed, and submitted as a part of the Application for Federal Assistance.

An applicant must check each item that they are certifying to:

Part I	[x]	**FEMA Form 20-16A, Assurances-Nonconstruction Programs**
Part II	[x]	**FEMA Form 20-16B, Assurances-Construction Programs**
Part III	[x]	**FEMA Form 20-16C, Certifications Regarding Lobbying; Debarment, Suspension, and Other Responsibility Matters; and Drug-Free Workplace Requirements**
Part IV	[ ]	**SF LLL, Disclosure of Lobbying Activities (If applicable)**

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the identified attached assurances and certifications.

Samuel T. Biscoe	**Travis County Judge**
Typed Name of Authorized Representative	**Title**
Signature of Authorized Representative	**Date Signed**

NOTE: By signing the certification regarding debarment, suspension, and other responsibility matters for primary covered transaction, the applicant agrees that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by FEMA entering into this transaction.

The applicant further agrees by submitting this application that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the FEMA Regional Office entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (Refer to 44 CFR Part 17.)

Paperwork Burden Disclosure Notice

"Public reporting burden for this form is estimated to average 1.7 hours per response. Burden means the time, effort and financial resources expended by persons to generate, maintain, retain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the form, including suggestions for reducing the burden to: Information Collections Management, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (3067-0206). You are not required to respond to this collection of information unless a valid OMB control number appears in the upper right corner of this form. Please do not send your completed form to the above address.

Form 20-16, FEB 01

U.S. DEPARTMENT OF HOMELAND SECURITY

ASSURANCES-NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration) 5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

19. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

U.S. DEPARTMENT OF HOMELAND SECURITY

ASSURANCES-CONSTRUCTION PROGRAMS

NOTE: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or state.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sections 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other non-discrimination provision in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchase.

12. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Section 874), the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.

19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

20. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

21. It will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

22. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

23. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

24. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

25. In making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

U.S. DEPARTMENT OF HOMELAND SECURITY

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 28 CFR Part 17, "Government-wide Debarment and suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Federal Emergency Management Agency (FEMA) determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

A. As required by section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18, for persons entering into a grant or cooperative agreement over $100,000, as defined at 44 CFR Part 18, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any other funds than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontract(s) and that all subrecipients shall certify and disclose accordingly.

☐ Standard Form LLL, "Disclosure of Lobbying Activities" attached.
(This form must be attached to certification if nonappropriated funds are to be used to influence activities.)

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 44 CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of ar had a civillan judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or perform a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public t ransactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or shall shall attached an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44 CFR Part 17, Subpart F, for grantees, as defined at 44 CFR Part 17, Sections 17.615 and 17.620:

A. The applicant certifies that it will continue to privide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions tht will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform empoyees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's policy of maintaining a drug-free workplace;
(3) Any available drug counseling, rehabilitation, and employee assistance programs; and
(4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable FEMA awarding office, i.e., regional office or FEMA office.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

8. the grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, City, County, State, Zip code)

CTECC
5010 Old Manor Road
Austin, Texas 78723

Check ☐ if there are workplaces on file that are not identified here.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

74-176 (Rev.5-11/11)

Vendor Direct Deposit / Advance Payment Notification Authorization

This form may be used by vendors or individual recipients
- *to receive payments from the state of Texas by direct deposit*
- *to change or cancel existing direct deposit information*

For Comptroller's Use Only

For State Agency Use
- ☐ Advance Payment Notification
- ☐ International Payments Verification
- ☐ Interagency Transfer

Transaction Type

SECTION 1

- ☑ New setup *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Change financial institution *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Change account number *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Change account type *(Sections 2, 3, 4 and 5 - Section 6 is optional)*
- ☐ Cancellation *(Sections 2 and 4 - Sections 7 and 8 for state agency use)*

Payee Identification

SECTION 2

Social Security Number (SSN) or Employer Identification Number (EIN)	Mail code *(If not known, leave blank.)*
7 4 6 0 0 0 1 9 2	

Payee name *(Business/Individual)*	Phone number
Travis County	(512) 854-9365 ext.

Mailing address	City	State	ZIP code
P.O. Box 1748	Austin	TX	78767

Financial Institution *(Completion by financial institution is recommended.)*

SECTION 3

Financial institution name	City	State
JP Morgan Chase Bank	Austin	TX

Routing transit number *(9 digits)*	Customer account number *(maximum 17 characters)*	Type of account
1 1 1 0 - 0 0 6 1 - 4	1 8 2 1 8 8 6 5 9 3	☑ Checking ☐ Savings

Financial representative name *(optional)*	Title *(optional)*
Valarie Hill	Client Service Officer

Financial representative signature *(optional)*	Phone number *(optional)*	Date *(optional)*
	(512) 479-2029 ext.	

Authorization for Setup, Changes or Cancellation *(required)*

SECTION 4

I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error.

I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. *(For further information on these rules, please contact your financial institution.)*

sign here ▸ Authorized signature	Printed name	Date
	Dolores Ortega Carter, Co. Treasurer	

International Payments Verification *(required)*

SEC 5

Will these payments be forwarded to a financial institution outside the United States? ☐ YES ☑ NO

Authorization for Advance Payment Notification Setup *(optional)*

SECTION 6

I authorize the Texas Comptroller of Public Accounts to send an email notification one business day prior to the payment posting to my account.

Contact name *(Please print)*	Contact phone number
	( ) ext.

Email address

Cancellation by Agency *(for state agency use)*

SEC 7

Reason	Date

Authorized Signature *(for state agency use)*

SECTION 8

sign here ▸ Signature	Date

Phone number	Agency number
( ) ext.	405

Agency name: Texas Department of Public Safety

Comments:

Please return your completed form to:

Texas Department of Public Safety
Accounts Payable/Direct Deposit Program
5805 North Lamar Boulevard
Austin, TX 78752-4431

Phone: (512) 424-2060

TRAVEL POLICY CERTIFICATION

Jurisdiction Name:	Travis County

Check one of the two blocks below

☐ This jurisdiction has no qualifying travel regulations. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with State of Texas travel regulations and reimbursement rates as published by the Texas Comptroller of Public Accounts. State travel regulations are available at *https://fmx.cpa.state.tx.us/fmx/travel/textravel/index.php*

OR

☒ This jurisdiction has its own qualifying travel policy, a copy of which is attached. EMPG participants requesting reimbursement for travel expenditures will do so in accordance with that policy.

Name of Grant Financial Officer (Printed or Typed)	Susan Spataro
Original Signature of Grant Financial Officer	Susan Spataro
Date Signed	1-11-12

APPENDIX 3
TRAVEL

Travis County will pay vendors and/or reimburse employees and officials who travel for County business. Travel expenditures for non-County employees or volunteers, for professional development, must be approved by the Commissioners Court prior to the actual travel unless the department has a policy that has been previously approved by Commissioners Court. The policy must be on file with the County Auditor's office. The travel expenditure rules cannot cover every travel variation. Securing travel arrangements at the lowest cost may result in a loss of flexibility should emergencies arise. Booking policies of a specific travel industry vendor may require an exception to standard county travel procedures. The County Auditor will interpret, audit and approve travel expenses and reimbursements to facilitate the timely conduct of county business in the current climate of rapidly changing travel industry requirements. The County Auditor will make travel payment decisions in accordance with the following rules:

Travis County government is exempt from sales taxes in the state of Texas, but not from hotel taxes. A sales tax exemption form may be obtained from the Purchasing Office.

All Travel disbursements will be processed in accordance with the Auditor's disbursement schedule.

Advance payments by employees with personal credit card for business travel, will get reimbursed prior to traveling if all travel rules were followed. Department/Offices will be responsible to track these pre-payments and ensure the County will be reimbursed for the advance payments if the travel does not take place.

If the conference/seminar/training was cancelled and/or the travel did not take place, and if the employee/official failed to timely cancel the registration, lodging, and/or airfare according to vendor's refund policy, the employee/official will be liable for the advanced payment and/or any refund penalties. Employee/official responsibility can be waived if the failure to use the above pre-paid expenses is a result of an unanticipated emergency. Any cancelled business travel must be reported to the County Auditor.

REGISTRATION FEES:

- Registrations may be paid in advance, paid when billed, or check picked up by the traveler. These requests must have a completed registration form and/or invoice that includes a confirmation of registration with employee and the vendor information as support for the expense.

- Registrations to be encumbered only requires supporting documents for the encumbrance.

ACCOMMODATIONS:

- Travel lodging accommodations may be paid in advance check picked up by traveler or reimbursed, only when requests have a lodging confirmation of reservation from the lodging facility, lodging statement, and/or invoice with employee and lodging facility name/address. Disbursement will be based on confirmed rates plus taxes (no Texas sales taxes).

- Encumber lodging only request requires lodging brochure or supporting documentation with vendor name and address to include requested encumbered amount.

- The night before start of conference/meeting (does not include pre-registration times) and the night after end of conference/meeting will be allowed as part of the business travel expense.

- Saturday night stays not relevant to the travel event requested to be paid/reimbursed, must be justified that the airfare would be less expensive. Justification would be all lodging cost plus the airfare is less than the airfare would be if returning after the end of the training/seminar/conference. Meals for the additional time are the responsibility of the traveler.

TRANSPORTATION:

MILEAGE:

- Mileage for business use of a private vehicle is reimbursed at the annual standard rate set by the Internal Revenue Services (currently 50 cents per mile for employees, and 14 cents per mile for volunteers, but subject to change as the IRS adjusts the rates). Mileage shall start from the employee's or volunteer's regular work place on business workdays and from the employee's/volunteer's home on non-work days and holidays.

- Only one employee/volunteer may claim mileage reimbursement when more than one employee/volunteer travels in the same vehicle.

- Routine mileage reimbursement requests must be submitted on the authorized mileage form prescribed by the County Auditor's office within 30 days but no later than 60 days after the end of the mileage month. Per IRS regulations, reimbursements received after 60 days from the last day of travel should be considered income and submitted to payroll to include the reimbursement as income to the traveler.

- When travel out of county is greater than 1,000 miles round-trip, transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance. Transportation expenses include lodging, meals, and mileage incurred as a result of driving rather than flying. The Commissioners Court must approve exceptions unless the travel involves extradition of prisoners and/or juveniles.

- Grant employees are reimbursed for mileage at the rate specified by the grant.

- The compensation package approved by the Commissioners Court for the following elected and appointed officials makes them ineligible to use a county-owned vehicle on a routine basis and ineligible to assign themselves a County owned vehicle under the Travis County Take Home Vehicle Policy but they can claim reimbursement for local mileage.

County Attorney	Justices of the Peace 1-5
County Commissioners 1-4	Purchasing Agent
County Judge	Tax Assessor-Collector
County Treasurer	Medical Examiner

AIRFARE:

- Air fare must not exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance. According to various airline policies, changing non-refundable tickets could result in the County buying an additional ticket or paying an additional fee. If the change was to facilitate County business or was out of the control of the traveling employee/official, such as illness or emergency, the employee/official is not held responsible for the cost of the change. The airline ticket (or comparable electronic document) must be attached to a reimbursement expense report if the trip was not taken. Written notice from Elected/Appointed Official, Executive Manager, or Department Head is required to be submitted with expense report.

- The County Auditor pays for airline tickets when billed by a vendor or as requested by the traveler on the encumbrance report in accordance with the disbursement schedule. The employee or official is liable for the payment if the airline ticket is not used for the intended travel.

- If the airline ticket is paid in advance, the traveler certifies that the airfare ticket was used by their signature on the travel reimbursement form

- The County reimburses the cost of the first bag fee imposed by an airline, for training/conferences that are for one to three days. If the training/conference is four or more days, the County will reimburse the fee imposed for an extra

bag or the cost of luggage weight over 50 pounds. Receipts are required for reimbursement.

OTHER TRANSPORTATION:

- The County Auditor pays for the actual cost of a rental car for the business use when billed by a rental car vendor or as requested by the traveler on the encumbrance form. Optional equipment (excluding GPS) and upgrades will be the responsibility of the traveler. Justification for the rental car is required.

- Rental of luxury vehicles such as Hummers, Cadillacs, Convertibles, etc. must be approved by Commissioners Court prior to traveling.

- The County will reimburse for the actual cost of taxi /shuttle/bus fares and parking fees, if receipts are attached to the reimbursement form and the expenses are for County related business.

- Travelers may choose to obtain a ride to Austin-Bergstrom International Airport instead of parking there. In that case, the County reimburses the mileage costs for two round trips to the airport, if the total mileage does not exceed the cost of parking at the airport. The County also reimburses cab fare to and from the airport.

- Other means of transportation, such as Motorcycles, Bicycles, Recreational Vehicles, etc, must be approved by Commissioners Court.

The County will reimburse the cost of on-street parking paid on a pay-station when the employee is parked for conducting county business (not to be confused as parking to work their daily work day). Reimbursement requires the Auditor's prescribed Pay Station parking log with pay station receipts attached filed within 30 days and no later than 60 days after end of month for parking. with the County Auditor's office. Per IRS regulations, reimbursements requests received after 60 days must be considered income to requester.

MEALS:

- The County reimburses an employee/official for meals in one of the following methods. Only one method of reimbursement is allowed for each trip.

  - Per Diem: $46.00 per day (includes gratuities) for meals is reimbursed without any receipts required. Partial day per diem is at the discretion of the Department/Office.

  - Actual Pay: Up to $60.00 per day for meals plus up to 15% gratuities is reimbursed if itemized receipts are submitted with the reimbursement form.

- Banquets, Award Ceremonies, Luncheons, etc. will be reimbursed based on one of the reimbursement per diem methods if the cost is optional and not included in the Registration Fee for a conference/seminar.

- The County does not reimburse employees for alcoholic beverages.

- Consistent with the Internal Revenue Code, meal expenses are reimbursed only when the employee is required to be out of the County overnight, except in the case of Jury Sequestration.

- Department funds may be expended to provide necessary food and beverage expenditures related to emergency or time critical public safety deployments where personnel is prohibited by command staff from leaving the site of the deployment. Deployment must be projected to extend at least two hours beyond a standard meal break with the law enforcement activity being compromised if personnel leave the premises before resolution of the activity. Funds are not to be used for solo assignments or individual meals, but to service the group of operational and support staff restricted to a command/staging location or the associated target location. These rules are strictly enforced, and any disallowed expenditures are a pro rata taxable employee benefit to the assigned employees. The expenditure documentation must include the original receipts, the names of the deployed employees, and certification of incident and restricted assignment by command staff on a certification form designed by the County Auditor's Office. Nothing in this rule prohibits or limits the purchase of water or military style Meals Ready to Eat (MRE's) for employees assigned to outdoor activities if determined by command staff to be necessary for the health and safety of the employees during the assignment.

INCIDENTAL EXPENSES:

- The County does not reimburse for extracurricular activities such as golf, tennis, entertainment, movies, tours, sport events, or non business events along with any related costs for such extracurricular activities.

- The County does not pay for fines for violation of the law such as parking tickets, speeding tickets, etc.

- The County does not pay for food and/or beverages provided at meetings, training for County Staff, retreats or training provided on County property. This restriction does not apply if the grant allows this type of expense.

- Travel expenses paid directly to employees in advance for Registration, Airfare, Lodging, & Meals, are considered travel advances. Advance payments to vendors in behalf of a County traveling employee/volunteer/non-County personnel, for registration, airfare and lodging, are considered in the future, when Auditor develops proper procedures for this type of disbursement.

- If a travel advance is requested, employee/official must sign an agreement that allows the County Auditor to deduct the full advance from the employee's paycheck if the Expense Report is not submitted within 15 days after end of trip.

- The advance form must be signed by both Employee/official and the Department Head/elected official and/or appointed official.

- The County Auditor develops and publishes procedures for employees receiving travel advances, which account for all advances as expenses and/or reimbursements as appropriate.

TRAVEL EXPENSES IN CONTRACTS:

Travel expense reimbursements for contractors, employment recruitment, and other non County staff will be reimbursed at actual expense (receipts required) not to exceed the Travel Budget Rules as approved by Commissioners Court. Any exceptions to the Travel Budget Rules must be presented to Commissioners Court for approval.

ALTERNATE TRAVEL:

Travelers may be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative. Alternate travel and the associated costs and savings must be approved by the employee's supervisor and fully documented before travel begins. The Commissioners Court must approve all exceptions.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☒ Contract Approval: ☐	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw, Contract Specialist	
Phone Number:	854-4277	

Grant Title:	Coming of Age (CNCS)			
Grant Period:	From:	4/1/12	To:	3/31/13
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	Corporation for National and Community Service (CNCS)			
Will County provide grants funds to a subreceipent?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☐	No: ☒
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	38,991	316,766	0	0	355,757
Operating:	11,504	4,825	0	0	16,329
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	0	0	**0**	0	$0
Total:	50,495	321,591	**0**	0	372,086
FTEs:	.45	6.35	**.0**	0.00	6.8

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	☒	EH	Moderately complex
County Attorney	☒	MEG	

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/31/12	9/30/12	
Number of volunteers serving in outcome-based assignments (those that measure progress toward an outcome)	330					330
Number of elderly able to continue living in their own homes because of volunteer help	500					500
Number of agencies using volunteers as part of the effort to maintain services and programs	30					30
Number of academic achievement sessions (tutoring, literacy, and general education) provided by Coming of Age volunteers to 25 adults	250					250
Number of nonprofit organizations provided with training and technical assistance through the nonprofit support component of the Coming of Age program	30					30
Measures For Grant						
Dept. measures and grant measures are the same						
Outcome Impact Description	85% of organizations provided with Coming of Age volunteers report these volunteers helped them better meet client needs					

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

PBO Recommendation:

This grant application is to continue to enhance the Coming of Age Program in Travis County. The county's grant match requirement of 30% is more than covered by the department's General Fund budget for this program. This grant allows Baby Boomers to volunteer in areas such as education, independent living, health and human services, volunteer mobilization and capacity building. PBO recommends approval of this grant application.

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

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

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS). The grant for $50,495 comes directly from CNCS. Another grant for $24,484 comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS. These grant funds enhance an existing program.

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

The $50,495 grant requires a 30% cash match of $15,149 from the General Fund. The General Fund budget for Coming of Age more than covers the match requirement. This grant pays for approximately 45% of the Coming of Age Director's salary and benefits as well as operating expenses. The General Fund would most likely have to cover this if the grant is not renewed.

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

The county is required to provide a 30% ($15,149) cash match. This is more than covered by the current Coming of Age budget. No additional funds are required. The $321,591 in the Local line item on the face sheet of the SF424 shows the amount of General Fund money committed to the program. This includes the required 30% match.

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

The current indirect cost rate assigned to TCHHSVS by the consultant Maximus is .5542. At this rate, the cost for grant administration would be $27,984. There is not enough money elsewhere in the Coming of Age budget to cover the shortfall that would result if this amount were requested for grant administration.

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

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

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

NA

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

The Corporation for National and Community Service grant provides funding to help Coming of Age achieve the performance measures described on page 1. The grant measures are the same as the department measures.

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

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

DATE: December 28, 2011

TO: Members of the Commissioners Court

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

SUBJECT: Coming of Age grant application

Proposed Motion:
Consider and take appropriate action to approve an application to the Corporation for National and Community Service for a $50,495 grant to help fund the Coming of Age program.

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

TCHHSVS staff recommends approving this application.

Budgetary and Fiscal Impact:
The $50,495 is for the period 4/1/12 to 3/31/13. Travis County is required to provide a 30% cash match of $15,149. This is more than covered by the current Coming of Age departmental budget. No additional funds or staff are required.

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS). The grant for $50,495 comes directly from CNCS. Another grant for $24,484 comes from the Texas Dept. on Aging and Disability Services (DADS) and is passed through CNCS.

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

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

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Fred Lugo, Manager, Coming of Age
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Ellen Heath, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent

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PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System)

1. TYPE OF SUBMISSION: Application [X] Non-Construction

2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):	3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:
2b. APPLICATION ID: 12SR136256	4. DATE RECEIVED BY FEDERAL AGENCY:	FEDERAL IDENTIFIER: 11SRWTX002

5. APPLICATION INFORMATION Travis County through the

LEGAL NAME: Travis County Health and Human Services and Veterans Services

DUNS NUMBER: 030908842

ADDRESS (give street address, city, state, zip code and county):
PO Box 1748
Austin TX 78767 - 1748
County: Travis

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):
NAME: Fred Lugo
TELEPHONE NUMBER: (512) 854-4105
FAX NUMBER: (512) 854-4131
INTERNET E-MAIL ADDRESS: fred.lugo@co.travis.tx.us

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 746000192

7. TYPE OF APPLICANT:
(7a.) Local Government - County
7b. Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).
[ ] NEW [ ] NEW/PREVIOUS GRANTEE
[X] CONTINUATION [ ] AMENDMENT
If Amendment, enter appropriate letter(s) in box(es): [ ] [ ]
A. AUGMENTATION B. BUDGET REVISION
C. NO COST EXTENSION D. OTHER *(specify below):*

9. NAME OF FEDERAL AGENCY:
Corporation for National and Community Service

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.002
10b. TITLE: Retired and Senior Volunteer Program

11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:
Coming of Age Austin Metro

11.b. CNCS PROGRAM INITIATIVE (IF ANY):

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):
Travis County, Texas

13. PROPOSED PROJECT: START DATE: 01/01/11 END DATE: 03/31/14

14. CONGRESSIONAL DISTRICT OF: a.Applicant TX 021 b.Program TX 021

15. ESTIMATED FUNDING: Year #: 2

a. FEDERAL	$ 50,495.00
b. APPLICANT	$ 354,920.00
c. STATE	$ 24,484.00
d. LOCAL	$ 321,591.00
e. OTHER	$ 8,845.00
f. PROGRAM INCOME	$ 0.00
g. TOTAL	$ 405,415.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
[ ] YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON:
DATE:
[X] NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
[ ] YES If "Yes," attach an explanation. [X] NO

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:	b. TITLE:	c. TELEPHONE NUMBER:
Fred Lugo	Project Director	(512) 854-4105

d. SIGNATURE OF AUTHORIZED REPRESENTATIVE: Department / Travis County
BY:
Samuel T. Biscoe
Travis County Judge

e. DATE SIGNED:

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Narratives

Executive Summary

Travis County Health and Human Services & Veterans Services (HHS/VS), the RSVP grantee's local sponsor and local authority in the provision of health and social services for the residents of Travis County, continually examines growth trends to address its mission of working within the community to optimize self-sufficiency for families and individuals and to promote the full development of individuals, families, and neighborhoods. HHS/VS achieves its mission by providing services either directly or through private and not-for-profit agencies.

During the past decade, Travis County, Texas experienced an overall population growth rate of 27% (from 812,280 to 1,030,806). Its greatest growth rate occurred in the baby boomer population (55% or 147,450 to 229,000).

In 2009, Travis County RSVP and HHS/VS, identified the need to evolve RSVP to more effectively appeal to and serve the immediate and long-term demands of the growing population of baby boomers in Travis County, as well as the organizations who utilize the skills and experience of RSVP volunteers.

On October 1, 2010, Travis County RSVP reinvented itself as Coming of Age, an initiative developed by the Temple University Center for Intergenerational Learning, to promote 50+ civic engagement, learning and leadership. The Coming of Age model significantly expanded and enhanced the scope of the existing RSVP model.

While Coming of Age engages people 50 and older, only people 55+ are attributed to the RSVP grant. As an RSVP grantee, Coming of Age Austin Metro systems and infrastructure track and separate the scope for each of the two programs while operating under the Coming of Age name. This is accomplished by separating program services and budget for members age 50--54, and for members who are RSVP age-

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Narratives

eligible (55+).

In year one, Coming of Age requested funding to support 210 volunteers in impact-based assignments. In year 2 of 3, Coming of Age requests $50,495 for continuation of this Senior Corps grant. Coming of Age proposes to increase the number of volunteers age 55+ serving in impact-based assignments from 210 to 330, and to develop non-outcome based opportunities for 70 volunteers age 55+ in national performance measurement areas identified by the Corporation for National and Community Service (CNCS), as well as in local need areas.

Three components of the Coming of Age program support and enhance the legislated purpose of RSVP: 1) Explore Your Future, 2) Community Connection and Contribution, and 3) Nonprofit Support.

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

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

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Narratives

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

b) 50 Forward. In year two, Coming of Age and Travis County Television (TCTV Channel 17) will launch a televised community dialogue series on civic engagement, community resources, and topics of interest to people 50+. Episodes will run 4.5 minutes, will be released approximately 1 per month, and archived on the Coming of Age website, TCTV website, Coming of Age Facebook page, Coming of Age YouTube page, & TCTV's YouTube page for greater accessibility and dissemination of content.

c) JOIN HANDS National Days of Service. These intergenerational days of service on 9/11 and MLK Day are part of a larger strategic community volunteer plan to stimulate and inspire volunteers to go one step further in helping others and solving community problems.

d) Online Access. This component provides a web-based, one-stop, comprehensive information and referral platform; a dynamic, searchable volunteer opportunities portal; regularly updated resources and community events; opportunities for organizations to post and update volunteer positions; and demographically-relevant articles. The website is designed to provide people 50+ with timely resources, help them connect to existing volunteer opportunities, as well as engage in a variety of programs, services, and workshops to live a rewarding, fulfilling life beyond full-time employment. Furthermore,

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Narratives

the website is designed to help partnering nonprofit organizations market volunteer opportunities, recruit talented volunteers, and post community-wide events. As capabilities expand, social media outlets (specifically, Facebook) will be utilized as a second medium for disseminating timely and relevant information.

e) Get Involved. This community engagement program recruits volunteers ages 50 and older, specifically for high-impact, outcome-based opportunities. In year one of the three year grant, volunteers served in five primary service areas: independent living, adult education and literacy, capacity building/fundraising, capacity building/management, and health education/immunizations. In year two, Coming of Age will plan additional opportunities that address national service measures developed by CNCS in housing and homelessness, hunger/food security, veterans assistance, economic opportunity/tax preparation, and disaster services/response.

Each of these service areas address specific community needs and desired outcomes that have been identified either through local planning groups and agencies or through forums conducted nationally by CNCS as part of its strategic planning process. In Travis County, critical community needs have been identified through a partnership of community service providers, funders, government agencies, business leaders, and community representatives known as the Community Action Network. Additionally, HHS/VS's Research & Planning Division solicits community input for its 3-5 year plan that describes community needs, resources, priorities, and strategies to address those needs. Coming of Age relies on these sources to determine which needs to address and the methods to address those needs.

Get Involved also serves as a volunteer information and referral resource for partnering nonprofits interested in promoting their volunteer opportunities through Coming of Age and to those 50+ interested in volunteering.

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Narratives

The community needs identified in year one and continued in year two, methods to address those needs, and their outcomes are:

i) Independent Living

Community Need: 17,000 Travis County residents have disabilities that interfere with daily living. The Texas Health and Human Services Commission states that these disabilities threaten the ability of individuals to maintain their independence. Independent living services for these individuals are needed to help them remain in their homes.

Method to Address Need: Volunteers will provide home meal delivery, minor home repairs, guardianship assistance, friendly calls/visits, and transportation for shopping or medical appointment.

Outcome Indicator: Percent of clients who are able to remain in their homes.

ii) Health Education/Immunizations

Community Need: In Travis County, 10,800 of the children under two have been adequately immunized. The remaining 4,800 are at risk for serious diseases. Parental education on early childhood protection and immunization is needed to improve immunization rates.

Method to Address Need: Following the immunizations model funded by the Center for Disease Control and piloted by the University of the North Texas and Denton County RSVP, volunteers will provide mothers of newborns in partnering hospitals with information on immunizations, discuss the importance of following an immunizations schedule, will maintain contact with the parent by phone,

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will send shot-reminder cards during the child's first two years, and will verify the infant's immunizations.

Outcome Indicator: Percent of newborns enrolled and maintained in the immunizations program who complete all required immunizations within 2 years.

iii) Adult Education and Literacy

Community Need: The National Assessment of Adult Literacy indicates that 83,234 adults age 16+ in Travis County struggle with reading or cannot read. Only 1 in 20 people seeking literacy services have access to them. Adult education and literacy services are needed to improve low literacy among adults and limited access to educational materials.

Method to Address Need: Using service models developed by the Literacy Coalition and Learning Ally, volunteers will assist nonprofit organizations in providing support to clients and staff with adult basic education classes, ESL classes, tutoring, and assisting adults with reading and print disabilities.

Outcome Indicator: Percent of students assisted who have improved academic performance in literacy.

iv) Capacity Building/Fundraising

Community Need: The Greenlights Non-Profit Pulse Survey reported that local nonprofits have experienced an increase in demand for services while seeing a 54% drop in contributions. Competition for funds is increasing among the 6,000+ nonprofits in Austin. More than 40% of those surveyed reported that they intend to dedicate more staff to fundraising. Volunteers who assist with fundraising

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are needed to help local nonprofits maintain or expand existing programs and services.

Method to Address Need: Local nonprofits who have experienced a decline in contributions are relying on their own successful models to raise funds. Nonprofits will utilize Coming of Age volunteers to run and assist in proven annual fundraisers, solicit sponsorships for clients served through human needs organizations, and in ongoing fundraising activities.

Outcome Indicator: Percent of agencies reporting that they maintained or expanded their services and programs.

v) Capacity Building/Management

Community Need: The Greenlights Non-Profit Pulse Survey reported that in 2009, 1,200 of local nonprofits laid off staff due to a 54% drop in contributions. Another 600 intended to do so in subsequent years. 720 planned to reduce or eliminate programs and services. 660 had already done so. Local nonprofits need and are becoming more reliant on volunteers to manage various aspects of organizational operations to maintain their services/programs.

Method to Address Need: Local nonprofits that experienced a decline in contributions rely on proven capacity building volunteer service models, like that developed by Temple University's Intergenerational Center on Learning, to sustain or expand services. Volunteers supervise others, manage programs, recruit volunteers, and provide technical assistance or professional services.

Outcome Indicator: Percent of agencies reporting that they maintained or expanded their services/programs.

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

a) "Capturing the Energy & Expertise of People 50+" Learning Lab. The Learning Lab, developed by Temple University's Center for Intergenerational Learning, is offered to staff at volunteer stations.

Coming of Age trainers receive training from the Learning Center's staff. The training provides the knowledge and tools necessary to lead workshops focused on the recruitment, training, support, and retention of volunteers 50+, and on creating meaningful volunteer leadership opportunities that build the capacity of nonprofit organizations. The six-session program covers a range of critical topics including:

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

b) Get Involved. This community engagement program serves as a volunteer information and referral resource to nonprofit organizations interested in the experience and skills of volunteers 50+. Also, Coming of Age provides support to volunteer stations through the recruitment and placement of Coming of Age volunteers in impact-based assignments.

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Note: With the reinvention of RSVP as Coming of Age, the terminology for an RSVP volunteer and a RSVP volunteer station will be changed to a Coming of Age volunteer and a Coming of Age volunteer station, respectively; this terminology is used throughout the grant application.

Strengthening Communities

KEY ECONOMIC, DEMOGRAPHIC and GEOGRAPHIC FEATURES

Travis County, established in 1938, covers an area of 989 square miles and can be divided into three sections: the hill country to the west, the flatlands to the east, and the highly populated section in between. Travis County is the 5th largest county in Texas with a current population of 1,030,806 residents. The County has grown rapidly over the past decade, by about 27%, and is the 12th fastest growing county with a population over 100,000. About three-quarters of the County's population live in Austin, the state capital, although the share of the population that lives in the smaller municipalities or unincorporated areas has increased in recent years. (2010 American Community Survey/U.S. Census Bureau)

Not only has Travis County grown in size, it is also increasing in diversity. Since 2000, Asians and Hispanics have increased as a proportion of Travis County's population, while the proportion of Non-Hispanic Whites has decreased. Currently, 50% of the population identifies as Non-Hispanic White followed by Hispanic or Latino (34%), Non-Hispanic Black (8%), Non-Hispanic Asian (6%) and other race/two or more races (2%). The County's immigrant population has grown rapidly over the past several decades; 179,286 foreign-born individuals live in Travis County and comprise 17% of the population, compared to only 8% in 1990 and 15% in 2000. In a related trend, the number and share of bi/multilingual residents or those with a primary language other than English has also grown since 2000, from 29% (or 216,164) in 2000 to 31% (or 292,608) in 2010. These immigrant and language-related characteristics tend to be similar to those seen statewide but reflect greater diversity than in the

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U.S. as a whole. (All data, unless otherwise specified, is from the 2010 American Community Survey.)

Overall, Travis County has a relatively young population -- the median age in Travis County is 31.8, compared to 33.6 for Texas and 37.2 for the United States. Since 2000, the total Travis County population has grown at a faster rate than that of the state. This growth is most notable in the 45-64 age group which grew by 55% compared to 45% statewide and 32% nationally. The child and youth population continues to grow at a faster rate than the population as a whole and experienced a 28% increase from 2000-2010, greater than the rate of growth for this group across the state (17%) and nation (3%).

Travis County is a relatively well-educated and economically viable community but a level of disparity does exist. Overall, Travis County's population is characterized by a high level of educational attainment. Compared to state and national figures, proportionately more Travis County residents have a college degree (43% of the adult population) and fewer lack a high school diploma. Still, 14% of adult residents report having less than a high school diploma or equivalent in comparison to 19% of Texans and 14% of Americans).

In terms of economic characteristics, Travis County has a comparatively high median income but also has a relatively high cost of living and a significant portion of its population living in poverty. In 2008, the reported median household income in Travis County was $55,467. Reported median household income in 2010 fell by 7% to $51,743 from the 2008 level. The median household income in Travis County exceeds that of the U.S. ($50,046) and Texas ($48,615); however, over the past decade the difference in median income between the County and state/nation has shrunk between 3% and 4%.

About 194,156 Travis County residents (19% of the population) live in poverty. Of those, about 62,168

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are children (a 25% child poverty rate). Poverty rates have increased by 3% in the past year. Travis County has a higher poverty rate than the state of Texas (18%) and the U.S. (15%). Children and female adults are disproportionately represented among the poor, with the overrepresentation being especially prominent among children. 37% of Travis County residents (375,147), live at or below 200% of the poverty threshold.

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

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

LOCAL INPUT INTO PROGRAM DESIGN AND EVALUATION

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

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

In 2010, interviews with leaders in communities of color were conducted to gain an understanding of existing volunteer opportunities and means of engagement within communities of color. Outreach efforts in 2012-2013 will focus more on faith-based organizations for African-American communities, and neighborhood meetings and centers for Mexican-American communities.

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

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

Coming of Age staff has partnered with the Research and Planning Division of HHS/VS in the development of short- and long-term program evaluation measures. These evaluation measures are

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described in Part III Section C: Processes for Assessment. In addition, an advisory committee made up of staff, Aging Services Council members, partnering nonprofits, and volunteers will contribute to program design and evaluation on an ongoing basis.

SELECTION OF COMMUNITY PARTNERS

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

Volunteer stations will be required to participate in the Coming of Age Learning Lab, "Capturing the Energy & Expertise of Volunteers 50+," an intensive 2 day workshop. Volunteer station staff will leave understanding the generational characteristics of boomers and seniors and the key characteristics of creating compelling volunteer opportunities for individuals ages 50+. The goal is for these staff to implement effective volunteer management, interview and screening skills. The Learning Lab will help volunteer stations ensure that each volunteer has a high-quality experience by providing volunteer station staff with a better understanding of how to fully leverage the skills and experience of the 50+ population.

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

PUBLIC AWARENESS AND COMMUNITY SUPPORT

With a growing number of citizens turning 50 every day, there is a great opportunity for communities to benefit from the skills and talents of this growing human resource. In fiscal year 2010, Coming of Age created a full-time staff position to heighten public awareness about this age group's potential and the services provided through the Coming of Age program.

Coming of Age will partner with Travis County TV (Channel 17) and other local broadcast media outlets to disseminate programmatic information, market volunteer opportunities, air public service announcements/advertisements, and profile adult volunteers in service.

Additionally, a televised community dialogue series entitled, "50 Forward," will be launched in 2012. "50 Forward" will discuss issues relevant to the 50+ population, e.g. caregiver support services, travel & leisure, health & wellness, volunteerism, and active living. Each will explore 3-4 topical issues, for example caregiver support services will include topical issues, e.g. respite care, Alzheimer support, preventing burnout, etc. The series will be televised and broadcast in the Austin metropolitan area through TCTV to a daily viewing audience of over 5,000. Episodes will run 4.5 minutes and will be released once per month, being archived on the Coming of Age website, TCTV website, Coming of Age Facebook page, Coming of Age YouTube page, & TCTV's YouTube page for greater accessibility and

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dissemination of content.

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

BRINGING TOGETHER PEOPLE OF DIVERSE BACKGROUNDS

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

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

Coming of Age is also committed to providing volunteer opportunities for those who may have physical challenges, e.g. sight or hearing limitations or restricted mobility. Input from community experts in these areas, including staff from HHS/VS, the Aging Services Council, community partners, and other health and social service provider organizations, will be gathered annually to ensure that, when

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appropriate, physical requirements do not present a barrier to service.

MOBILIZATION OF COMMUNITY RESOURCES

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

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

VOLUNTEER PARTICIPATION IN COMMUNITY ACTIVITIES

Volunteers will participate in community activities through their volunteer organizations and Coming of Age programs. Volunteer stations' activities will focus on independent living, adult education and literacy, capacity building/fundraising, capacity building/management, and health education/immunizations. Examples of activities include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating

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and participating in fundraising events for nonprofit organizations.

In year two, Coming of Age will work with local nonprofits to plan additional opportunities that address national service measures developed by CNCS in housing and homelessness, hunger/food security, veterans assistance, economic opportunity/tax preparation, and disaster services/response.

Volunteers will participate in Coming of Age programs through "Explore Your Future" workshops, community dialogue series, national days of service events, and the Leadership Academy.

ENHANCING THE CAPACITY OF ORGANIZATIONS

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

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

Service opportunities that enhance the capacity of organizations will be a top program priority for

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Coming of Age. Coming of Age volunteers will build the capacity of nonprofit agencies by dedicating significant time to organize and participate in fundraising efforts for those agencies, as well as in management.

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

1) Attracting and retaining more people 50+ to connect and contribute to their organization;

2) Engaging skilled people 50+;

3) Applying new strategies to strengthen an organization's capacity to achieve its mission; and

4) Providing stations with new insights as a result of participating in a learning collaborative.

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

The Coming of Age program, in addition to providing each station with a volunteer, will also offer a Learning Lab twice a year. This comprehensive training module will help organizations fully leverage the skills and experience of people 50+.

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

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

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

Recruitment and Development

ASSURING A HIGH QUALITY EXPERIENCE FOR VOLUNTEERS

The Learning Lab, described in the previous section, and structured programmatic processes will help Coming of Age ensure volunteers a high-quality experience. Processes will include a comprehensive station selection process, ongoing training opportunities, skills development and appropriate station supervision. An organization interested in becoming a station must be able to identify how a volunteer would help its organization accomplish its goals and understand the role a volunteer assumes in its service delivery system(s), if applicable. Additionally, prospective stations should be able to effectively communicate the importance of volunteer service to funders, service recipients, program advocates, and

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the volunteer. In doing so, stations will clearly understand their responsibilities and the value a volunteer brings to their respective organizations. Volunteers, in return, will be able to reflect on the importance their service has made not only to their assigned station, but themselves. Routine check-ins with individual and organizational members will help Coming of Age staff ensure successful matches. The Coming of Age evaluation process will formally measure both volunteer and station experiences.

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

RECRUITMENT, RETENTION, AND RECOGNITION

Recruitment strategies for Coming of Age volunteers include: utilizing internet technology, broadcasting PSAs through media advertisements, conducting face to face presentations, providing life planning workshops, offering a community dialogue series on civic engagement, developing a leadership academy, providing an information referral service, posting print media stories, and creating a public awareness campaign.

- Internet Technology: Volunteer opportunities for Coming of Age will be posted monthly, depending on the need of partnering nonprofits, using Volunteer Match, Facebook, Idealist, and Craigslist (as requested). A monthly electronic newsletter, "Inspiring Opportunities," featuring news relevant to people 50+, resources for nonprofits, upcoming community events and workshops, as well as paid and unpaid opportunities will be released on a bi-weekly basis.
- Broadcast: Coming of Age will partner with Travis County Television (TCTV, Channel 17) to produce monthly "50 Forward" segments (see below, "Community Dialogue Series"). Additionally, Coming of

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Age will work with TCTV to produce Public Service Announcements, scheduled to broadcast on a bi-monthly basis. Staff will continue to explore and make connections with local media outlets to increase exposure and impact of PSA campaigns.

- Presentations: Staff will conduct two presentations each month to civic groups, faith-based organizations, social groups, corporations, social services agencies, and other groups of interest.
- Life Planning Workshops: "Explore Your Future" will be offered to pre-retirees and retirees through various agencies and entities.
- Community Dialogue Series: Coming of Age and Travis County Television (TCTV Channel 17) have developed and will launch in year two a televised community dialogue series on civic engagement, community resources, and topics of interest to people 50+.
- Leadership Academy: A workshop series will be offered which will build leadership skills among the 50+ population. "Make a Big Difference Teams" will be formed to address critical community issues and needs.
- Information Referral Service: Coming of Age participants will be provided a wide spectrum of opportunities for individuals and organizations. Individuals can be connected to compelling volunteer opportunities, learning opportunities, encore career opportunities, ways to enjoy free time, ways to explore their future, and information on issues that are important to the 50+ population. Organizations can enjoy learning tools, best practice information, and research engines for a variety of topics.
- Print media stories: Inspirational volunteer stories, partnering nonprofit organization success stories, and community-wide events will be highlighted through various print media outlets.
- Public Awareness Plan: Develop and implement a public awareness plan to increase presence in and target volunteers from communities of color. Continue developing current Public Awareness Plan to highlight encore career opportunities, volunteer positions, and programmatic services directly impacting 50+ population throughout Austin metropolitan area. Expand awareness of nonprofit partners' programs, services, and opportunities, consequently increasing partner's exposure and

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marketing capabilities to 50+ population in Travis County. Overall emphasis of Public Awareness Plan is to increase brand equity, awareness, and logo recognition in service area.

Retention strategies include:

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

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

- Formal recognition will occur at an annual banquet. Volunteers will be honored for their achievements.
- A monthly email newsletter will feature volunteer opportunities, volunteer and station spotlights and relevant volunteer resources.
- Volunteers will have access to "Explore Your Future" workshops to further explore options in their retirement years, focusing on public service and lifelong learning.
- Volunteers can take advantage of an ongoing community dialogue series entitled, "50 Forward." The series will be a demographically-relevant show, discussing topics of import to people 50+ (like, caregiver support services, health & wellness, travel & leisure, etc.). Videos will be made available on the Coming of Age website, Facebook page, and YouTube page, as well as Travis County Television's (TCTV, Channel

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17) website and YouTube page.

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

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

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

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

Coming of Age stations will be specifically selected to participate in the Coming of Age program based

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

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

Program Management

STATIONS THAT ADDRESS SPECIFIED COMMUNITY NEEDS AND PROVIDE MEANINGFUL PLACEMENTS

Critical community needs have been identified in Travis County through a partnership of community service providers, funders, government agencies, business leaders, and community representatives known as the Community Action Network or through forums conducted nationally by CNCS as part of its strategic planning process. Additionally, HHS/VS's Research & Planning Division solicits community input for its 3-5 year plan that describes community needs, resources, priorities, and strategies to

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address those needs. Coming of Age relies on these sources to determine which needs to address and the methods to address those needs. In year two, Coming of Age will continue its outcome-based work with volunteer stations in the areas of independent living, adult education and literacy, capacity building/fundraising, capacity building/management, and health education/immunizations. In year two, Coming of Age will work with stations to plan additional opportunities that address national service measures developed by CNCS in housing and homelessness, hunger/food security, veterans assistance, economic opportunity/tax preparation, and disaster services/response.

Agencies that address these community needs will be identified through a social service agency list maintained by the Research and Planning Division of HHS/VS and other community participation groups. Agencies that work in partnership with Coming of Age and who utilize the skills and interests of volunteers to meet these needs will become volunteer stations.

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

Coming of Age volunteer stations will be carefully considered, and staff will seek tangible collaboration from each agency. Coming of Age will collaborate with eligible service providers to develop outcome-based plans and service opportunities that address identified needs. Volunteer management will be based on the Corporation for National and Community Service's requirements and on agreements

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maintained in a Memorandum of Understanding. The Memorandum of Understanding will describe the relationship between Coming of Age and the volunteer station. Additionally, job descriptions and volunteer assignment plans will be used for project management. Program-specific station requirements, beyond those of federal requirements, may include:

1) Providing access to diverse populations;

2) Creating flexible service options, e.g. project-based, episodic, weekly commitments, and/or one-time events;

3) Understanding how to engage older adult volunteers;

4) Utilizing the unique skills of older adult volunteers to make lasting change;

5) Bringing diversity of location, service activity, population served, and need served; and

6) Accessibility via public transportation and car.

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

ASSESSMENT OF PROJECT PERFORMANCE

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

Coming of Age staff will conduct regular site visits to stations. These visits may include interviews with site leadership, program viability or evaluation, and discussion of current and projected volunteer

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opportunities. Physical space, leadership, infrastructure, partner support, and population served will also be items assessed during these site visits.

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

Coming of Age evaluation measures include:

Short-term (years 1-2)

1. Increased knowledge, skills and behavior of staff at organizations that will enable the organizations to successfully engage people 50+ in compelling volunteer opportunities;
2. Expanded awareness and increased motivation of people 50+ to pursue options for contribution and connection in their communities through civic engagement;
3. Successfully implementing two organizational capacity-building workshops/year for local organizations.
4. Increased number of meaningful opportunities for connection and contribution offered within local organizations and communities;
5. Expanded community awareness of the value of people 50+ as a rich and unique community resource;
6. Demonstrated impact of 50+ civic engagement on specific community issues;
7. Evidence that participation in Coming of Age creates more purposeful and connected lives for residents age 50+ in Travis County.

Long-term (years 3+)

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1. More purposeful, connected and contributing lives for the region's 50+ population;

2. Demonstration of effective strategies for promoting 50+ civic engagement in culturally diverse communities;

3. Engaged diverse populations in opportunities to connect and contribute through civic engagement;

4. Healthier and stronger community organizations; and

5. Changed awareness and attitude about people 50+.

6. Increased number of people 50+ in Travis County connecting with and contributing to the local community through volunteer service;

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

MANAGING INFORMATION AND DATA

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

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

Supporting information for impact programs will be collected from or provided by stations and tracked

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

MANAGING PROJECT RESOURCES

Travis County, the project's sponsor, will provide Coming of Age with the necessary support to ensure accountability and efficient and effective use of available resources. Project resources will be managed by the Coming of Age Director and HHS/VS's Finance Division. HHS/VS's Finance Manager, HHS/VS's Executive Manager, the Travis County Auditor's Office, and the Travis County Planning and Budget Office will review budgets annually, with final review and approval from the Travis County Commissioners Court. Additionally, HHS/VS's Finance Division will provide monthly budget activity statements. Budget forecasts will be conducted at the half year mark to ensure good stewardship of resources. General purpose financial statements are audited annually in accordance with government auditing standards.

SECURING RESOURCES TO SUSTAIN AND EXPAND THE PROGRAM

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

Travis County has made a commitment to Coming of Age and will provide an annual financial allocation to ensure its long-term success, as well as provide staff to research grant opportunities. Coming of Age

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will benefit from the resources of Travis County for critical support including administrative support, record keeping, financial management, facilities management, equipment, supplies, and personnel management.

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

Organizational Capability

ORGANIZATION'S EXPERIENCE

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

KEY STAFF POSITIONS

Coming of Age staff roles are as follows:

1) The Coming of Age Program Director is responsible for the program budget, resource development, reporting, local and national advocacy, planning, program evaluation and assessment, building commitment among partners of program priorities, supporting the Advisory Council, RSVP grant

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management, personnel and performance management. The Program Director has a BA in Natural Sciences from the University of Texas at Austin and brings over 20 years of experience in volunteer management and human services planning in basic needs and senior issues.

2) Two Community Engagement Coordinators are responsible for identifying, screening and matching volunteer skills with nonprofit/public organizations, supervising the work of Coming of Age's in-house volunteers, volunteer station management, and the development of volunteer projects with measurable impacts. One Coordinator has a Bachelors in Mass Communications/Journalism, 14 years of experience in volunteer management, plus 7 years of experience as an RSVP grantee Volunteer Coordinator. The other position is currently vacant and is being posted.

3) The Training & Education Coordinator is responsible for developing and implementing effective Coming of Age training for volunteers and stations on civic engagement, leadership skills development for the 50 and older population, and capacity building for nonprofit organizations. These include the Learning Lab, "Explore Your Future" workshops, Leadership Academy, and lecture series on productive aging. The Training & Education Coordinator has taught for over four years at the college level, has a MA in Curriculum and Instruction/Adult Education and PhD in Education Administration from the University of Texas.

4) The Communications & Development Coordinator is responsible for developing and implementing strategies in tandem with Board, Advisory Council members, and staff to gain greater public awareness of the program and brand platform; promoting civic engagement; partnering with local media to create awareness of volunteer opportunities and the contributions of older adults in service; moderating and developing copy and content for the Coming of Age website, Facebook and YouTube pages; producing "50 Forward," and funds development/fundraising efforts. The Communications & Development Coordinator has a BA in Behavioral Science and a Masters in Public Administration and brings 5 years of experience in communications, marketing, outreach, and funds development.

5) The Community Resource Coordinator serves as a resource specialist on volunteer opportunities and

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

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

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

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

FINANCIAL MANAGEMENT SYSTEMS AND EXPERIENCE IN MANAGING FEDERAL GRANTS

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

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

TRACK RECORD IN MANAGING VOLUNTEER PROGRAMS, INVOLVEMENT WITH SENIORS, AND IMPACT-BASED PROGRAMMING

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

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

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

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

ORGANIZATION'S CAPACITY TO ASSURE PROJECT HAS ADEQUATE FACILITIES, EQUIPMENT,

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SUPPLIES, PURCHASING PROCEDURES, AND PERSONNEL MANAGEMENT SUPPORT, INTERNAL POLICIES

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

PROCEDURES FOR SELF-ASSESSMENT, EVALUATION, AND CONTINUOUS IMPROVEMENT

HHS/VS has a system of self-evaluation and periodic check-ins to ensure continual improvement of its grant-funded programs. Two Contract Compliance Specialists within the Financial Services Division work with programs post-grant award to ensure that programs are complying with grant requirements. One Contract Compliance Specialist's focus is on entitlement grants, while the other's focus is on discretionary grants. They assist program staff by reviewing and submitting reports to each grant's respective grantor and/or the County Auditor for appropriate review, approval and submission to Grantor.

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

Other

DISASTER SERVICES

HHS/VS is a member of the Local Command Center, the designated emergency relief hub, and deploys employees and volunteers to support efforts in the event of a disaster. The Coming of Age Director was appointed to serve as a Coming of Age representative for the Local Command Center.

In year two, Coming of Age will work with partner nonprofits to develop volunteer opportunities in disaster services supporting national performance output measures in disaster response and preparedness. Output measures include:

- number of individuals who received CNCS supported services in disaster preparedness
- number of individuals who received CNCS supported services in disaster response
- number of volunteers who received essential training

HEALTHY FUTURES

In year one, Coming of Age partnered with local nonprofits to develop outcome-based workplans in independent living and health education/immunizations. Volunteers provided home meal delivery, minor home repairs, guardianship assistance, friendly calls/visits, and transportation for shopping or medical appointment.

Efforts in year two will continue to address the following national service measures in independent

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living:

- number of homebound or older adults and individuals with disabilities receiving food, transportation, or other services that allow them to live independently, and
- percent of clients able to remain in their homes.

Coming of Age will working with the current partnering nonprofits to begin collecting national service data on the number of homebound or older adults and individuals with disabilities who reported having increased social ties or perceived social support.

In health education, we will continue collecting national service data on the number of clients participating in health education programs. The local service outcome for this health education/immunizations program is the percent of newborns who complete all immunizations in two years. Volunteers provide mothers of newborns in partnering hospitals with information on immunizations, discuss the importance of following an immunizations schedule, maintain contact with the parent by phone, send shot-reminder cards during the child's first two years, and verify the infant's immunizations.

In year two, Coming of Age will work with local nonprofits that address food security to develop volunteer opportunities for the following national service measures:

- number of individuals receiving support, services, education and/or referrals to alleviate long-term hunger,
- number reporting increase household food security, and
- number of individuals receiving emergency food from food banks, food pantries or other nonprofits.

ECONOMIC OPPORTUNITY

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In year two, Coming of Age will work with area nonprofits to develop volunteer opportunities that enable people to transition into safe, affordable housing. We plan to report on the following national service measures:

- number of economically disadvantaged individuals, including homeless, who transitioned into safe, healthy, affordable housing, and
- number of individuals receiving housing services.

Volunteer opportunities through local nonprofits that address financial literacy among economically disadvantaged individuals will also be developed. The national service measure for financial literacy is the number of individuals receiving financial literacy services.

EDUCATION

Coming of Age focuses in two primary education areas: 1) K-12, and 2) adult education/literacy.

Ongoing challenges in collecting data that demonstrate increased academic performance among K-12 students receiving tutoring/mentoring services through volunteers placed in the school district resulted in the drop of an education outcome two years ago. Coming of Age will explore redeveloping partnerships with the school district and other education-focused community based organizations to at least collect data on the number of students who completed participation in CNCS supported education programs and on the number of youth/mentor matches made.

In Adult Education, volunteers assist nonprofit organizations in providing support to clients and staff with adult basic education classes, ESL classes, tutoring, and assisting adults with reading and print disabilities. Coming of Age will report on the following national service outcome: percent of students

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assisted who have improved academic performance in literacy.

VETERANS AND MILITARY FAMILIES

Our Veterans Department has confirmed the need for getting information to veterans and access to services, as well as utilizing veterans to help deliver these services. While veterans indicated RSVP reporting requirements as a barrier to participation, they also indicated a desire to work with us to better serve veterans and their families. Preliminary discussions are leading toward the development of non-impact based workplans in year two that are led by veterans to address the following national service measures:

- number of veterans receiving CNCS supported assistance, and
- number of veterans engaged in service opportunities.

Assistance may include providing veterans with information on services available, as well as transportation services to medical appointments.

ENVIRONMENTAL STEWARDSHIP

No service efforts will be developed in this area.

PNS Amendment (If applicable)

Not applicable.

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Work Plan/Performance Measures

Total Number of Unduplicated Volunteers: 330

Part 1: Need

Community Need

Not applicable

Part 2: Action Plan

Service Activities

In the event of a disaster, volunteers will be mobilized to assist in disaster response efforts as determined by the Local Command Center. Disaster preparedness efforts include distribution of materials and information pertaining to preparation for a disaster. Disaster preparedness training for volunteers will be provided.

Anticipated Input

Not applicable

Anticipated Accomplishments/Outputs — **Period of Accomplishment:** Quarter 1 - Quarter 4 — **Performance Measure:**

Summary

Anticipate measuring:

- # of individuals receiving disaster preparedness services
- # of individuals receiving disaster response services
- # of volunteers receiving disaster services training

Anticipated Intermediate Impact/Outcome — **Period of Accomplishment:** Quarter 1 - Quarter 4 — **Performance Measure:**

Summary

Not applicable

Anticipated End Impact/Outcome — **Period of Accomplishment:** Quarter 1 - Quarter 4 — **Performance Measure:**

Summary

Not applicable

Part 1: Need

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Work Plan/Performance Measures

Community Need

The National Assessment of Adult Literacy indicates that 83,234 adults age 16+ in Travis County struggle with reading or cannot read. The assessment indicates that

* Adults with lower literacy skills are more likely to be reliant on public assistance.

* 43% of adults with the lowest level of literacy skills were living in poverty, compared to only 4% of those with the highest level of skill.

* Adults with lower literacy skills are less likely to read to their children. Children who have not already developed basic literacy practices when they enter school are 3 to 4 times more likely to drop out of school in the long run.

* A mother's literacy level is one of the most significant predictors of a child's future success in school. 70% of mothers receiving public assistance have literacy skills in the lowest two proficiency levels.

* Children of adults who participate in literacy programs improve their grades and test scores, improve their reading skills, and are less likely to drop out of school. Low literacy and low educational attainment are highly correlated with higher crime rates.

* Adults with the lowest level of literacy skills earn a median income of approximately $240 per week, compared to $681 for those with the highest level of literacy skills.

* Limited literacy skills result in costing businesses and taxpayers in the form of lost wages, profits, and productivity.

Additionally, only 1 in 20 people seeking literacy services have access to them. Adult education and literacy services are needed to improve low literacy among adults and limited access to educational materials.

In Austin, volunteers in the Coming of Age Adult Education and Literacy Program will participate in and support local organizations providing adult educational and literacy services.

Part 2: Action Plan

Service Activities

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Work Plan/Performance Measures

ADULT EDUCATION/LITERACY. Using service models developed by the Literacy Coalition and Learning Ally, volunteers will assist nonprofit organizations in providing support to clients and staff with adult basic education classes, ESL classes, tutoring, and assisting adults with reading and print disabilities. Volunteers will work directly with the staff and administration to identify areas where volunteers will serve; staff and administration will assign and supervise volunteers in their designated tasks.

Anticipated Input

20 Coming of Age volunteers will assist five local organizations that support adult education and literacy by providing academic achievement sessions and access improvement to educational materials for 25 adults. Academic achievement sessions last for 30 minutes or more.

Anticipated Accomplishments/Outputs | **Period of Accomplishment:** Quarters 1-4 | **Performance Measure:**

Summary

25 adults will receive 250 academic achievement activities through tutoring, in-class assistance, reading educational publications, literacy and general educational assistance, and access to educational materials. (Measure: # of students who completed participation in program.)

Anticipated Intermediate Impact/Outcome | **Period of Accomplishment:** Quarters 1-4 | **Performance Measure:**

Summary

Due to the support of Coming of Age volunteers, Coming of Age volunteer stations will report that clients are better able to access educational materials. (Measure: % of volunteer stations reporting that clients are better able to access eduational materials due to support from Coming of Age volunteers.)

Anticipated End Impact/Outcome | **Period of Accomplishment:** Quarter 4 | **Performance Measure:** [X]

Summary

Organizations will report an increase and/or improvement in adult education and literacy skills for clients who have been provided academic achievement sessions by Coming of Age volunteers.

Indicator:
Percent of students assisted who have improved academic performance in literacy.

Target 80%

How Measured: Pre/Post test

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Work Plan/Performance Measures

Description:
Pre/post test data will be collected by participating nonprofit organizations.

Part 1: Need

Community Need
Not applicable

Part 2: Action Plan

Service Activities
Volunteers serve as tutors for school age children, provide books o assist with childhood literacy, computer classes to improve computer literacy, and after school programs to give children a safe and nurturing environment with positive social interaction and activities.

Anticipated Input
Not applicable

Anticipated Accomplishments/Outputs — **Period of Accomplishment:** Quarter 1 - Quarter 4 — **Performance Measure:**

Summary
Anticipated measures:

- # of students that completed participation in K-12 education program
- # of mentor matches sustained for the required period of time

Anticipated Intermediate Impact/Outcome — **Period of Accomplishment:** Quarter 1 - Quarter 4 — **Performance Measure:**

Summary
Not applicable

Anticipated End Impact/Outcome — **Period of Accomplishment:** Quarter 1 - Quarter 4 — **Performance Measure:**

Summary
Not applicable

Part 1: Need

Community Need

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Work Plan/Performance Measures

According to the 2008 American Community Survey, 7% (or 66,890 individuals) of Travis County residents are 65 years of age and older. The Texas Health and Human Services Commission estimates that 17,000 of these individuals currently have disabilities that interfere with activities of daily living. These disabilities threaten the ability of individuals to maintain their independence and live in their own homes. Survey data from AARP indicates that the vast majority of older adults want to remain independent and live out their lives in their own homes. The alternative to independence is often institutional care, which costs an estimated six times more than the cost of remaining in one's home. Independent living services for these individuals are needed to help them remain in their homes. The goal of the Independent Living Program is to help 500 individuals remain independent at home. Coming of Age will address this need by placing volunteers in caregiver and other human service organizations that support independent living, e.g. home meal delivery, minor home repairs, guardianship assistance, friendly calls/visits, and transportation for shopping or medical appointments volunteer programs through caregiver or other human service organizations. NOTE: Issue area should be classified as Housing. Service category should be classified as Independent Living. (Unable to edit.)

Part 2: Action Plan

Service Activities

INDEPENDENT LIVING. Coming of Age volunteers will work in collaboration with several organizations: American Cancer Society, Faith In Action Austin Caregivers Association, Family Eldercare services, Meals on Wheels & More programs, and the We Care program. Volunteers will provide home meal delivery, minor home repairs, guardianship assistance, friendly calls/visits, and transportation to shopping or to medical appointments. By providing these services either directly or indirectly (e.g., office scheduling of clients for service) to semi-homebound elderly individuals, 500 clients will be served.

Anticipated Input

95 volunteers will provide home meal delivery, minor home repairs, guardianship assistance, friendly calls/visits, and transportation for shopping or medical appointments. These volunteers will

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Work Plan/Performance Measures

contribute over 5,000 hours of service annually, many of them using their own cars for client transportation.

Anticipated Accomplishments/Outputs | **Period of Accomplishment:** Quarters 1-4 | **Performance Measure:**

Summary

Annually, 500 clients will receive services through designated programs offering assistance that enables elders to live independently. Output: Number of homebound or older adults and inidividuals with disabilities receiving food, transportation, or other independent living services.

Anticipated Intermediate Impact/Outcome | **Period of Accomplishment:** Quarters 1-4 | **Performance Measure:**

Summary

Homebound or older adults and individuals with disabilities receiving independent living services will have increased social ties/perceived social support. Measure: % of homebound or older adults and individuals wiht disabilities who reported having increased social ties/perceived social support.

Anticipated End Impact/Outcome | **Period of Accomplishment:** Quarter 4 | **Performance Measure:** [X]

Summary

Clients served will maintain independence due, in part, to the assistance provided by the Coming of Age volunteers. (In this case, "independence" means that clients have not been moved to an institutional/nursing facility for full-time care. Activities of Coming of Age volunteers support agency efforts to enable the elderly to continue to live in their homes.)

Indicator:
Percent of clients who are able to remain in their homes.

Target 85%

How Measured:Survey

Description:
Coming of Age log compiled from monthly reporting (of clients served, new clients, and type of service provided), phone verification, caseworker data, and an end-of-year survey completed by participating agencies.

Part 1: Need

Community Need

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Work Plan/Performance Measures

The Greenlights 2009 Non-Profit Pulse Survey reported that in 2009, 1,200 of local nonprofits laid off staff due to a 54% drop in contributions. Another 600 intended to do so in subsequent years. 720 planned to reduce or eliminate programs and services. 660 had already done so. Local nonprofits need and are becoming more reliant on volunteers to manage various aspects of organizational operations to maintain their services/programs.

Part 2: Action Plan

Service Activities

CAPACITY BUILDING/MANAGEMENT. Local nonprofits that experienced a decline in contributions rely on proven capacity building volunteer service models, like that developed by Temple University's Intergenerational Center on Learning, to sustain or expand services. Volunteers will build capacity at nonprofits organizational management acitivities/services, including supervising others, managing programs, recruiting volunteers, and providing technical assistance or professional services.

Anticipated Input

Thirty-five volunteers will each spend four hours per month in organizational management capacities at nonprofit organizations. Coming of Age staff will train Coming of Age volunteers on how to effectively recruit additional volunteers, develop and utilize leadership skills to effectively manage programs in nonprofits, and manage others.

Anticipated Accomplishments/Outputs **Period of Accomplishment:** Quarters 1-4 **Performance Measure:**

Summary

Thirty-five Coming of Age volunteers will supervise others, manage programs, recruit volunteers, and provide technical assistance or professional services for nonprofit organizations. (Measure: # of volunteers engaged in organizational management services/activities to build capacity at nonprofit organizations.)

Anticipated Intermediate Impact/Outcome **Period of Accomplishment:** Quarters 1-4 **Performance Measure:**

Summary

Coming of Age volunteers will report an increase in their civic engagement due to their participation in organizational management services/acitivites at nonprofit organizations. (Measure: % of volunteers

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Work Plan/Performance Measures

who report an increase in their civic engagement due to their participation in organizational management services/activities at nonprofit organizations.)

Anticipated End Impact/Outcome **Period of Accomplishment:** Quarter 4 **Performance Measure:** X

Summary

By engaging in organizational management services/activities, Coming of Age volunteers will help those agencies maintain or expand their services and programs.

Indicator:
Percent of agencies reporting that they maintained or expanded their services and programs.

Target 70%

How Measured: Survey

Description:
An annual web-based and paper survey will be given to all participating agencies.

Part 1: Need

Community Need

The Greenlights 2009 Non-Profit Pulse Survey reported that local non-profit agencies have experienced an increase in demand for services while seeing a 54% drop in contributions. Competition for funds is increasing among the 6000+ nonprofits in Austin. More than 40% of those surveyed reported that they intend to dedicate more staff to fundraising. Coming of Age volunteers will dedicate significant time to organize and participate in the fundraising efforts of local agencies. Through their efforts, Coming of Age volunteers will help agencies maintain or increase current funding to maintain or expand existing programs and services.

Part 2: Action Plan

Service Activities

CAPACITY BUILDING/FUNDRAISING. Local nonprofits who have experienced a decline in contributions are relying on their own successful models to raise funds. Nonprofits will utilize Coming of Age volunteers to run and assist in proven annual fundraisers, solicit sponsorships for clients served through human needs organizations, and in ongoing fundraising activities.

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Work Plan/Performance Measures

Anticipated Input

150 Coming of Age volunteers will work on fundraising events at five different local non-profits and report 2,000 hours of service. Volunteers will receive orientation for all fundraising events by the agency staff. Volunteers working on year-round fundraising will receive training when they have their initial orientation.

Anticipated Accomplishments/Outputs | **Period of Accomplishment:** Quarters 1-4 | **Performance Measure:**

Summary

150 Coming of Age volunteers will run or assist in six fundraising events and activities that benefit nonprofit organizations. (Measure: # of volunteers who run or assist in fundraising events and activities at nonprofit organizations.)

Anticipated Intermediate Impact/Outcome | **Period of Accomplishment:** Quarters 1-4 | **Performance Measure:**

Summary

Fundraising efforts of Coming of Age volunteers will enable nonprofit organizations to maintain or increase funding levels. (Measure: % of nonprofit organizations maintaining or increasing funding levels.)

Anticipated End Impact/Outcome | **Period of Accomplishment:** Quarter 4 | **Performance Measure:**

Summary

Agencies and organizations that utilize Coming of Age volunteers in their fundraising efforts will maintain or expand their existing programs and services as a result of the efforts of the volunteers. (Measure: % of nonprofit organizations maintaining or expanding programs and services.)

Part 1: Need

Community Need

Not applicable

Part 2: Action Plan

Service Activities

Volunteers provide tax counseling, tax preparation, education for financial stability.

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Work Plan/Performance Measures

Anticipated Input

Not applicable

Anticipated Accomplishments/Outputs | **Period of Accomplishment:** Quarter 1 - Quarter 4 | **Performance Measure:**

Summary

Anticipated measures:

- # of individuals receiving financial literacy services

Anticipated Intermediate Impact/Outcome | **Period of Accomplishment:** Quarter 1 - Quarter 4 | **Performance Measure:**

Summary

Not applicable

Anticipated End Impact/Outcome | **Period of Accomplishment:** Quarter 1 - Quarter 4 | **Performance Measure:**

Summary

Not applicable

Part 1: Need

Community Need

Not applicable

Part 2: Action Plan

Service Activities

Volunteers sort, clean, collect, deliver, and make ready food to have available for pick up or delivery at food pantry and other public locations; volunteers help prepare and serve meals to serve those in need.

Anticipated Input

Not applicable

Anticipated Accomplishments/Outputs | **Period of Accomplishment:** Quarter 1 - Quarter 4 | **Performance Measure:**

Summary

Anticipate measuring:

- # of individuals receiving support, services, education and/or referrals to alleviate long-term hunger

- # of individuals receiving emergency food from food banks, food pantries or other nonprofits

Anticipated Intermediate Impact/Outcome | **Period of Accomplishment:** Quarter 1 - Quarter 4 | **Performance Measure:**

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Work Plan/Performance Measures

Summary
Not applicable

Anticipated End Impact/Outcome

Period of Accomplishment: Quarter 1 - Quarter 4

Performance Measure:

Summary
Not applicable

Part 1: Need

Community Need

To be properly protected from a number of life-threatening diseases, every child should receive a series of five vaccinations by the age of two. Out of the 15,000 live births a year in Travis County, an estimated 10,800 (72%) of the children under two have been adequately immunized. The remaining 4,800 are at risk for serious diseases. Public awareness of the need for early childhood protection, and more importantly - parental education, must be greatly improved.

The goal of this project is to educate the hospitalized mothers of newborns to the importance of timely immunizations, and to maintain contact with the parent by phone and shot-reminder cards over the next two years. The program is designed to follow the highly succesful "Volunteers for Childhood Immunizations" model (VCI program) piloted by the University of North Texas and RSVP - Denton.

Part 2: Action Plan

Service Activities

IMMUNIZATIONS. Volunteers will visit mothers of newborns in St. David's Hospital. The volunteers will provide them with information packets and a discussion of the importance of following an immunzation schedule. The information provided includes immunization sites and a request for vital information from the mother for follow-up purposes. The object is to enroll the mother in a tracking system established by immunization reminder cards and telephone calls prior to the infant's age of 2, 4, 6, and 12 months. Calls will verify the infants' immunizations at clinics or doctors' offices, and resulting data will be given to the University of North Texas.

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Work Plan/Performance Measures

Anticipated Input

Thirty volunteers will work as hospital volunteers, substitutes, information packet assemblers, reminder-card mailers, callers and data processors.

Anticipated Accomplishments/Outputs | **Period of Accomplishment:** 1st-4th quarters | **Performance Measure:**

Summary

OUTPUT: Mothers of newborns in the hospital will receive information about immunizations from RSVP volunteers.

INDICATOR: Number of mothers of newborns in the hospital receiving information about immunizations from RSVP volunteers.

TARGET: 1000 mothers of newborns in the hospital will receive information aobut immunizations.

HOW MEASURED: Monthly reporting log

Anticipated Intermediate Impact/Outcome | **Period of Accomplishment:** 1st-4th quarters | **Performance Measure:**

Summary

ANTICIPATED INTERMEDIATE OUTCOME: Mothers of newborns visited in the hospital receiving informaiton about immunizations will enroll in the SVCI program.

INDICATOR: Percentage of mothers visited who enroll in the SVCI program.

TARGET: 90% of mothers visited will enroll in the VCI program.

HOW MEASURED: Monthly reporting log, SVCI database

Anticipated End Impact/Outcome | **Period of Accomplishment:** 1st - 4th quarters | **Performance Measure:** [X]

Summary

ANTICIPATED END OUTCOME: Newborns enrolled in the VCI program will complete all required immunizations within 2 years.

Indicator:
INDICATOR: Percentage of newborns enrolled and maintained in the VCI program who complete all required immunizations within 2 years.

Target 80%

How Measured: Survey

Description:
Data collection is done via a phone survey to the mother or contact identified on the enrollment card to verify the infants'

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DRAFT

Work Plan/Performance Measures

required immunizations.

Part 1: Need

Community Need

Not applicable

Part 2: Action Plan

Service Activities

Volunteers build homes, repair homes, provide housing acculturation for refugees, and property revitalization.

Anticipated Input

Not applicable

Anticipated Accomplishments/Outputs — **Period of Accomplishment:** Quarter 1 - Quarter 4 — **Performance Measure:**

Summary

Anticipated measures:

- # of economically disadvantaged individuals, including homeless, receiving housing services
- # of economically disadvantaged individuals, including homeless, who are transitioned into safe, healthy, affordable housing

Anticipated Intermediate Impact/Outcome — **Period of Accomplishment:** Quarter 1 - Quarter 4 — **Performance Measure:**

Summary

Not applicable

Anticipated End Impact/Outcome — **Period of Accomplishment:** Quarter 1 - Quarter 4 — **Performance Measure:**

Summary

Not applicable

Part 1: Need

Community Need

Not applicable

Part 2: Action Plan

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DRAFT

Work Plan/Performance Measures

Service Activities

Services for veterans will include providing veterans with information on services availability and access, and providing transportation services to medical appointments.

Anticipated Input

Not applicable

Anticipated Accomplishments/Outputs

Period of Accomplishment: Quarter 1 - Quarter 4

Performance Measure:

Summary

Anticipated measures:

- # of veterans receiving assistance
- # of veterans engaged in service opportunities

Anticipated Intermediate Impact/Outcome

Period of Accomplishment: Quarter 1 - Quarter 4

Performance Measure:

Summary

Not applicable

Anticipated End Impact/Outcome

Period of Accomplishment: Quarter 1 - Quarter 4

Performance Measure:

Summary

Not applicable

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Coming of Age Austin Metro

Travis County Health and Human Services and Veterans Services

Application ID: 12SR136256 **Budget Dates:** 10/01/2010 - 03/31/2014

		Total Amt	CNCS Share	Grantee Share	Excess Amount
Section I. Volunteer Support Expenses					
A. Project Personnel Expenses		254,725	29,765	224,960	0
B. Personnel Fringe Benefits		7,023	472	6,551	0
FICA		15,793	1,845	13,948	0
Health Insurance		46,777	3,701	43,076	0
Retirement		30,885	3,188	27,697	0
Life Insurance		554	20	534	0
	Total	$101,032	$9,226	$91,806	$0
C. Project Staff Travel					
Local Travel		400	0	400	0
Long Distance Travel		7,840	2,500	5,340	0
	Total	$8,240	$2,500	$5,740	$0
D. Equipment					
E. Supplies		1,278	0	1,278	0
F. Contractual and Consultant Services		11,415	0	11,415	0
I. Other Volunteer Support Costs		2,304	0	2,304	0
Criminal Background Check		0	0	0	0
	Total	$2,304	$0	$2,304	$0
J. Indirect Costs					
Section I. Subtotal		**$378,994**	**$41,491**	**$337,503**	**$0**
Section II. Volunteer Expenses					
A. Other Volunteer Costs					
Meals		0	0	0	0
Uniforms		0	0	0	0
Insurance		2,240	1,516	724	0
Recognition		11,547	6,488	5,059	0
Volunteer Travel		12,634	1,000	11,634	0
	Total	$26,421	$9,004	$17,417	$0
Section II. Subtotal		**$26,421**	**$9,004**	**$17,417**	**$0**
Budget Totals		**$405,415**	**$50,495**	**$354,920**	**$0**
Funding Percentages			**12.5%**	**87.5%**	
Required Match			**n/a**		
# of years Receiving CNCS Funds			**n/a**		

Budget Narrative: Coming of Age Austin Metro for Travis County Health and Human Services and Veterans Services

Section I. Volunteer Support Expenses

A. Project Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount	Excess Amount
Project Director: - 1 person(s) at 66969 each x 80 % usage	29,765	23,810	53,575	0
Administrative Assistant: - 1 person(s) at 36514 each x 80 % usage	0	29,211	29,211	0
Training and Education Coordinator: - 1 person(s) at 46280 each x 80 % usage	0	37,024	37,024	0
Community Resource Coordinator: - 1 person(s) at 43980 each x 80 % usage	0	35,184	35,184	0
Communications and Dev. Coordinator: - 1 person(s) at 41538 each x 80 % usage	0	33,230	33,230	0
Community Engagement Coordinator: - 1 person(s) at 83126 each x 80 % usage	0	66,501	66,501	0
CATEGORY Totals	29,765	224,960	254,725	0

B. Personnel Fringe Benefits

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
FICA: base salary X 0.062 x .8	1,845	13,948	15,793	0
Health Insurance: months on payroll x number of staff x $696.08 x .8	3,701	43,076	46,777	0
Retirement: Contribution to retirement determined as (salary x 0.1169 x 3 mos. + salary x 0.1227 x 9 mos.) x.8	3,188	27,697	30,885	0
Life Insurance: (months on payroll x number of staff x $8.25) x .8	20	534	554	0
Longevity: Longevity pay based on sponsors formula of $60/year after the fourth year x .8	0	2,832	2,832	0
Worker's Compensation: base salary x 0.75 x Workers Compensation Insurance Factor of 0.0026 x .8	40	457	497	0
FICA - Medicare: base salary x 0.0145 x .8	432	3,262	3,694	0
CATEGORY Totals	9,226	91,806	101,032	0

C. Project Staff Travel

Local Travel

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Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Auto mileage - employees (within Travis County): based on $0.555/mile x .8	0	400	400	0
CATEGORY Totals	0	400	400	0

Long Distance Travel

Purpose -Destination -Other Travel -Trans. Amount -Meals/ Lodging	CNCS Share	Grantee Share	Total Amount	Excess Amount
Travel, Meals, Lodging (Long Distance Travel): Staff travel to conferences (Natl Conf on Vol & Svc., Tx Sr Corps Conf., ASA, as well as travel to Washington, D.C. and Lewisville, Tx for Senior Corps. Per diem federal: $71/day. Lodging ~ $219/night. Air travel ~ $450/staff person. (x .8)- Meals/Lodging 5,360 Trans 2,000 Other 0	2,500	4,860	7,360	0
Training & Seminars: Based on estimated registration for work-related seminars/conferences, ASA, Tx Sr Corps Conf. (x .8)- Meals/Lodging 0 Trans 0 Other 480	0	480	480	0
CATEGORY Totals	2,500	5,340	7,840	0

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0

E. Supplies

Item/ Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Office supplies: $ amount based on historical spending x .8	0	1,118	1,118	0
Educational, communication supplies: $ amount based on historical spending x .8	0	160	160	0
CATEGORY Totals	0	1,278	1,278	0

F. Contractual and Consultant Services

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount	Excess Amount
Long Distance Service: Telephone long distance government rate; allocation of $4/month based on historical spending x .8	0	40	40	0
Software Maintenance Agreement: $300/year for Volunteer Reporter maintenance agreement (x .8%)	0	240	240	0

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Cellular air time: Based on annual fee for wireless card x .8	0	447	447	0
Cellular allowance: $30/month x 12 mos. x .8	0	288	288	0
Consultants (independent contractors/trainers for workshops/labs): Based on rate of $500 per session/person x .8	0	6,400	6,400	0
Training Materials: Licensing fees for Coming of Age training curricula x .8	0	4,000	4,000	0
CATEGORY Totals	0	11,415	11,415	0

I. Other Volunteer Support Costs

Item	CNCS Share	Grantee Share	Total Amount	Excess Amount
Criminal Background Check:	0	0	0	0
Development and update of outreach and orientation materials x .8:	0	1,408	1,408	0
Professional Memberships. Includes Natl Sr Corps Assn., Tx Sr Corps Assn. x .8:	0	96	96	0
Advertising/ Public Notices x .8:	0	800	800	0
CATEGORY Totals	0	2,304	2,304	0

J. Indirect Costs

Calculation -Rate Type -Rate -Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount	Excess Amount
CATEGORY Totals	0	0	0	0
SECTION Totals	41,491	337,503	378,994	0
PERCENTAGE	11%	89%		

Section II. Volunteer Expenses

A. Other Volunteer Costs

Item -Description	CNCS Share	Grantee Share	Total Amount	Excess Amount
Meals:	0	0	0	0
Uniforms:	0	0	0	0
Insurance: Based on CIMA formula for accident, personal liability and excess auto liaibility. (x .8)	1,516	724	2,240	0
Recognition: Formal and information recognition for volunteers x .8	6,488	5,059	11,547	0

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Volunteer Travel: Mileage reimbursement at $0.20/mile up to 100 miles/ month x .8	1,000	11,634	12,634	0
CATEGORY Totals	9,004	17,417	26,421	0
SECTION Totals	9,004	17,417	26,421	0
PERCENTAGE	34%	66%		

BUDGET Totals	50,495	354,920	405,415	0
PERCENTAGE	12%	88%		

Source of Funds

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

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ASSURANCES

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

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

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

For AmeriCorps State and National Applicants ONLY

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

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

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

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

For Learn and Serve America Applicants ONLY

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

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

For Social Innovation Fund Applicants ONLY

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

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

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CERTIFICATIONS

Certification – Debarment, Suspension, and Other Responsibility Matters

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

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

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

Certification – Drug Free Workplace

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

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

A. Publishing a drug-free workplace statement that:
   a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
   b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
   c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;

B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;

C. Establishing a drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The grantee's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;

D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;

E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
   a. Taking appropriate personnel action against the employee, up to and including termination; or
   b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

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

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

Certification - Grant Review Process (State Commissions Only)
I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, the Corporation's peer review requirements, and all state laws and conflict of interest rules.

For AmeriCorps State and National Applicants ONLY

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

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

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

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

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

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

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

Non-assurance in subgrant agreements
If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

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

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Travis County Commissioners Court Agenda Request

Meeting Date: 01/24/2012, 9:00 AM, Voting Session
Prepared By/Phone Number: Katie Petersen Gipson, Planning and Budget Office, 854-9346
Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive Planning and Budget
Commissioners Court Sponsor: Judge Samuel Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on amendment to the economic development agreements with Hewlett Packard's Tandem and Ed Bluestein locations to combine and average the employee and property value requirements.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached memo

STAFF RECOMMENDATIONS:

PBO recommends approval of this amendment.

ISSUES AND OPPORTUNITIES:

Please see attached memo

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leroy Nellis
County Judge's Office	Cheryl Aker

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Katie Petersen Gipson, Sr. Planning and Budget Analyst

DATE: January 18, 2012

RE: Amendment to HP Economic Development agreements

Travis County has two economic development agreements with Hewlett Packard, at the "Tandem" site and "Ed Bluestein" site. According to the original agreements with both the Tandem and Ed Bluestein sites they needed 70, but no fewer than 56 Full Time Equivalents by 10/1/09, 110 but no fewer than 88 by 10/1/10 and 140 but no fewer than 112 by 10/1/11.

Since signing the agreements, HP has shifted their plans whereby most of the workers (489) are at the Tandem site. If the requirements are combined then HP has exceeded the employee requirements for both agreements, however if they are not combined they are not in compliance at the Ed Bluestein site. HP is also very close, but has not quite met, the required investment amount. Should they not make the final requirements, the abatement will be reduced on a pro rata basis. Since has fulfilled the spirit of the agreement and has more than the required number of employees overall, PBO recommends that the requirements be amended whereby the totals of the two sites are averaged for the FTE count, salary and property value.

If you have any questions, please contact me at 854-9346 or Mary Etta Gerhardt at 854-9176.

cc: Mary Etta Gerhardt, County Attorney's Office
Leroy Nellis, PBO

AMENDMENT OF ECONOMIC DEVELOPMENT AGREEMENT
BETWEEN TRAVIS COUNTY AND
HEWLETT-PACKARD COMPANY
[Tandem and Ed Bluestein Sites]

This Amendment ("Amendment") of Agreements is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("County") and Hewlett-Packard Company, a Delaware corporation duly authorized to transact business in Texas ("Company").

County and Company entered into two agreements, effective May 23, 2006, pursuant to Chapter 381, TEXAS LOCAL GOVERNMENT CODE, Chapter 312, TEXAS TAX CODE, and other applicable law whereby Company would develop data center facilities on sites designated as the Ed Bluestein Site ("Ed Bluestein Agreement") and the Tandem Site ("Tandem Agreement") pursuant to the terms of the respective agreement (collectively referred to as the "Original Agreements").

The Original Agreements provided for amendment by the written agreement signed by both of the Parties.

Pursuant to the terms, the Parties have agreed to amend the Original Agreements previously (said Original Agreements as so amended by those amendments collectively now being herein called the "Agreements").

County and Company desire to again the Agreements to reflect the change in terms as agreed to by the Parties. This Amendment is intended to reflect the change in terms in both the Ed Bluestein Agreement and the Tandem Agreement.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties amend the Agreement as follows:

1.0 EFFECT OF AMENDMENT ON AGREEMENTS

1.1 The Parties understand and agree that this Amendment will be effective as to changes in both the Ed Bluestein Agreement and the Tandem Agreement. as both have been previously amended.

2.0 COMPANY PERFORMANCE

2.1 **Required Components - Jobs - Total Number of Jobs**. As to Section 5.1.1(b)(i), the Parties agree to amend the Original Agreements so that all requirements related to the number of FTE's required to be created and maintained by Company will be considered on the basis of the totals from both the Ed Bluestein Site and the Tandem Site, with the average from the two sites being applied to determine compliance with the Agreement terms. For example, if each agreement requires a total of no fewer than 112 employees, Company may take the total of the FTE's from the Ed Bluestein Site and the total of FTE's from the Tandem Site, add those together, and take the average to determine compliance as to both Agreements. As long as the average of the totals from the two sites equals 112 or more for the applicable year, the Company will be

deemed to be in compliance. This concept will apply to all provisions in the Agreements which address FTE's.

2.2 **Required Components - Jobs - Average Salary**. As to Section 5.1.1(b)(v), the Parties agree to amend the Agreements so that all requirements related to the average salary of Company FTE's will be considered on the basis of the totals from both the Ed Bluestein Site and the Tandem Site, with the average from the two sites being applied to determine compliance with the Agreement terms. For example, if each agreement requires an average salary of $60,000 per year with benefits, the Company may take the total of the salaries from the Ed Bluestein Site and the total of salaries from the Tandem Site, add those together, and take the average to determine compliance as to both Agreements. As long as the average from the two sites equals $60,000 for the applicable year, the Company will be deemed to be in compliance. This concept will apply to all provisions in the Agreements which address salaries.

2.3 **Required Components - Value/Investment**.

2.3.1 Average From Both Sites. As to Section 5.1.1(c), "Value - Investment," the Parties agree to amend the Agreements so that all requirements related to "Value - Investment" ("Investment") in real property improvements, facilities and structures, business personal property and non-capital expenditures, the Investment required to be made by the Company will be considered on the basis of the totals from both the Ed Bluestein Site and the Tandem Site, with the average from the two sites being applied to determine compliance with the Agreement terms. For example, if each agreement requires an annual Investment of $23,000,000, Company may take the total of the investment made at the Ed Bluestein Site and the total Investment made at the Tandem Site, add those together, and take the average to determine compliance as to both Agreements. As long as the average Investment from both sites equals $23,000,000 for the applicable year, the Company will be deemed to be in compliance. This concept will apply to all provisions in the Agreements which address Investment.

2.3.2 Pro-Rata Reduction. The Parties agree to amend Section 5.1.1(c), "Value-Investment," by adding the following:

> 5.1.1(c)(i) Reduction. If, at any time during the Agreement, the amount of Investment reported by Company is less than the total required under Section 5.1.1(c) of the Agreement (utilizing the averaging technique agreed to in Section 2.3 of this Amendment), as a penalty, the amount of annual Agreement Benefits granted by County shall be decreased such that Company's benefit for that year shall be a percentage of the amount that would otherwise have been applicable for that year calculated as follows:
>
> Actual amount of Investment divided by
> Amount required by the agreement
> Times 60
> Equals
> The percentage of abatement to be granted.

For example, if the required Investment is $500 million, and the amount of the actual Investment is $475 million, then the abatement percentage would be:

(475 ÷ 500) X 60 or
.95 X 60 = 57
meaning that the percentage of abatement for that reporting year would be 57%.

5.1.1(c)(ii) Reduction Limitation. This Section 2.3.2 notwithstanding, if the investment by Company in any year is less than the required amount by more than ____%, Company will be considered out of compliance with the Agreement, and subject to Termination under Section 8.0 of this Agreement.

2.4 **Adjacent Property**. The Parties agree that jobs referred to in Sections 2.1 and 2.2 of this Amendment include those jobs at the original Tandem and Ed Bluestein sites as well as those jobs at the "Adjacent Property" site referenced in the previous amendment to the Tandem Agreement ("Tandem Amendment"). As agreed in the Tandem Amendment, investment or construction compliance requirements do not include anything related to the Adjacent Property.

3.0 REPORTING FORM

3.1 **Attachment D, "Reporting Form."** The Parties agree to amend Attachment D as to each Agreement as follows:

3.1.1 Section 2, "Amount of Investment." Amend by adding the following:
B. If Company is utilizing averaging of amounts as to both the Ed Bluestein Site and the Tandem Site, Company will attach a worksheet showing the applicable numbers for each site and the average being submitted for compliance purposes.

3.1.2 Section 3, "Employees." Amend by adding the following:
B. If Company is utilizing averaging of numbers of FTE's as to both the Ed Bluestein Site and the Tandem Site, Company will attach a worksheet showing the applicable numbers for each site and the average being submitted for compliance purposes.

3.1.3 Section 4, "Salary." Amend by adding the following:
B. If Company is utilizing averaging of salaries as to both the Ed Bluestein Site and the Tandem Site, Company will attach a worksheet showing the applicable numbers for each site and the average being submitted for compliance purposes.

4.0 INCORPORATION

4.1 County and Company hereby incorporate the Agreement into this Amendment. Except for the changes made in this Amendment, County and Company hereby ratify all the terms and conditions of the Agreement as amended herein. The Agreement with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

3.1 This Amendment is effective _____, _____, when it is approved and signed by both of the Parties. The Agreement, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

_____
Date:_____

HEWLETT-PACKARD COMPANY

By:_____
Printed Name: _____
Title:

Date:_____

Item 8

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By/Phone Number:
Belinda Powell, Strategic Planning Manager, Planning & Budget Office (512) 854-9506
Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive of Justice and Public Safety (512) 854-4415
Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Receive and take appropriate action on presentation from Ernst & Young on their analysis of Request for Information Responses for the development of a New Civil and Family Courthouse and project overview related to various proposed delivery approaches.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
The Commissioners Court issued a Request for Information (RFI) in June of 2011 concerning the feasibility of using a public private partnership (P3) to develop a new civil and family courthouse. On January 3, 2012 the Commissioners Court contracted with Ernst & Young (E&Y) to evaluate the information received in the RFI responses and to develop an analysis for options to deliver a new civil and family courthouse at the site located at 308 Guadalupe.

This is the first presentation of information from E&Y to the Commissioners Court. Ernst & Young (E&Y) has reviewed the 21 RFI responses for the proposed development of the Travis County Civil & Family Courthouse. The attached presentation will provide both a high level review of these responses as well as a primer on the broad spectrum of development options including traditional delivery models as well as public private partnership (P3) delivery methods. Respondents to the RFI have indicated a willingness to deliver the courthouse project using methods ranging from standard Design Bid Build (DBB), in which the county maintains total control and risk, to a fully integrated Design Build Finance Maintain and Operate (DBFM/O), in which a majority of risks are transferred to the developer including the long term maintenance and operations. E&Y will

provide an overview of these options for the benefit of the Commissioners Court.

As a part of this presentation, E&Y will also provide an overview of a typical P3 model to explain to the Commissioners Court how respondents typically structure public private partnerships.

Key findings from the review of the RFI responses include the following:

Timeline for the project

- The duration of Ernst & Young's feasibility study is approximately 12 weeks.
- The proposed total duration for the proposed Civil and Family Courthouse varies significantly based on the vendor and/or approach.

RFI Respondents common themes

- RFI responses show significant local and international interest in the project.
- Respondents frequently recommended incorporating commercial uses into the overall project.
- Respondents were sensitive to Republic Square park's proximity to the site, the overall walk-ability of downtown Austin, and potential uses of the site after 5 pm.

RFI Respondents proposed delivery methods

- Respondents presented a wide variety of delivery options, ranging from traditional Design Bid Build to tax exempt financing models to public private partnerships.
- Respondents' delivery preferences tend to be consistent with the types of projects they have completed in the past.
- Many of the respondents demonstrated flexibility in being able to work within the delivery parameters set by the County.

Lessons Learned

- Respondents identified separate risk profiles for the commercial and courthouse aspects of the project.
- Respondents recommended receiving input from other municipalities who have undertaken similar feasibility analysis.

- Stakeholder engagement was viewed as important to obtaining input/feedback and managing expectations.

The information gleaned from the analysis of the RFI responses, the public input, and other contract deliverables will be used to help develop the various delivery options for the Commissioners Court to consider.

STAFF RECOMMENDATIONS:
NA

ISSUES AND OPPORTUNITIES:
NA

FISCAL IMPACT AND SOURCE OF FUNDING:
All funds for the Ernst & Young contract are encumbered.

REQUIRED AUTHORIZATIONS:
Leroy Nellis, Budget Director, Planning & Budget Office, interim County Executive, Planning & Budget
Cheryl Aker, County Judge's Office

ATTCHEMENTS:
Ernst & Young presentation

Copies to:
The Honorable John Dietz, 250th District Court
The Honorable Lora Livingston, 261st District Court
The Honorable Rosemary Lehmberg, District Attorney
The Honorable Eric Shepperd, County Court at Law #2
The Honorable David Escamilla, County Attorney
The Honorable Amalia Rodriguez-Mendoza, District Clerk
The Honorable Dana DeBeauvoir, County Clerk
Peg Liedtke, Civil Court Administrator
Cyd Grimes, Purchasing Agent
Susan Spataro, County Auditor
James Collins, First Assistant County Attorney
Roger Jefferies, County Executive Justice and Public Safety
Steven Manilla, County Executive of TNR and FMD
Roger El Khoury, Director Facilities Management
John Hille, Assistant County Attorney
Tom Nuckols, Assistant County Attorney
Leslie Stricklan, Senior Project Manager, FMD

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

Updated 1-19-12, 4:15pm

Task A.1

RFI Evaluation Summary:
Presentation to Commissioner's Court

24 January 2012

Ernst & Young
Quality In Everything We Do

RFI Evaluation Summary & Public Private Partnership (P3) Primer

Introduction to the Project:

- Timeline for Success – Ernst & Young's Feasibility Analysis
- Spectrum of Delivery Methods
- Overview of Public Private Partnership (P3) Model

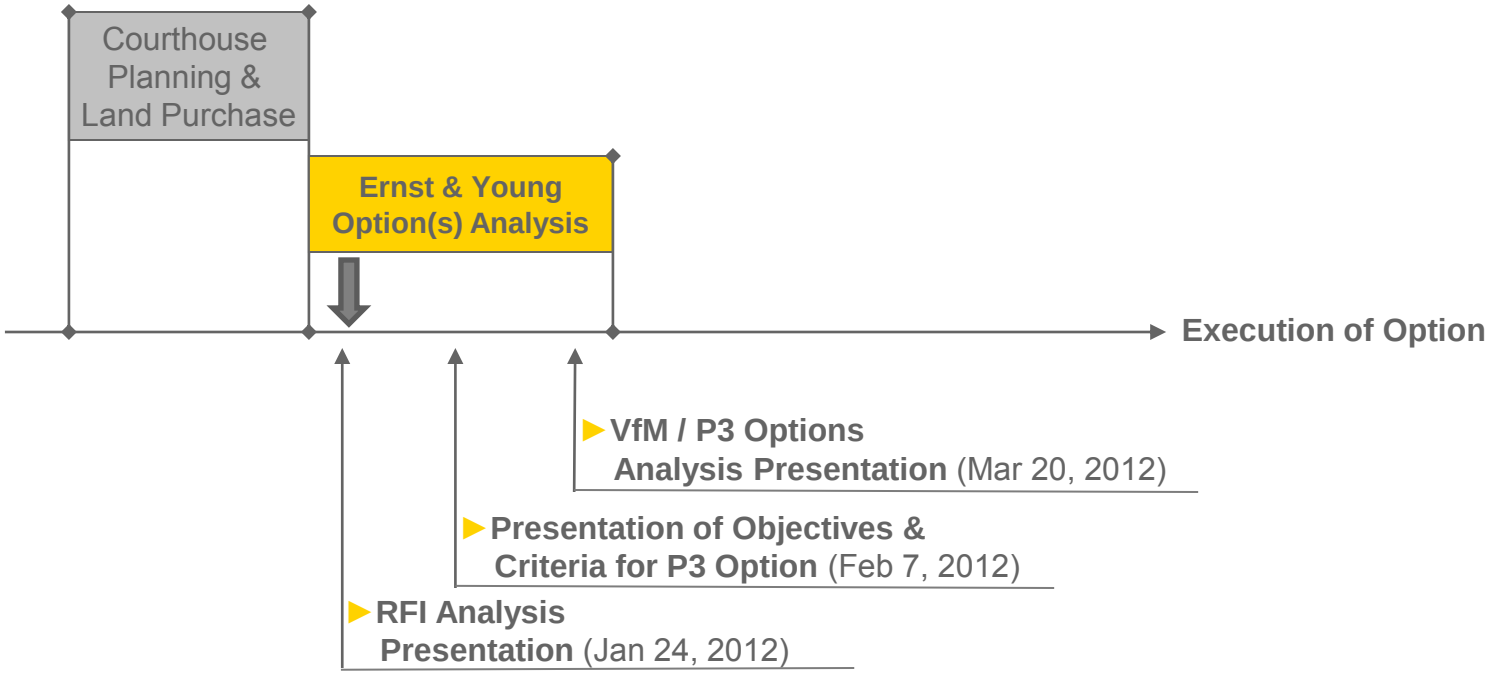
Analysis of RFI Responses:

- RFI Respondents & Delivery Methods
- General Overview of Reponses – Sample of Common Themes
- Lessons Learned by Respondents from Similar Projects

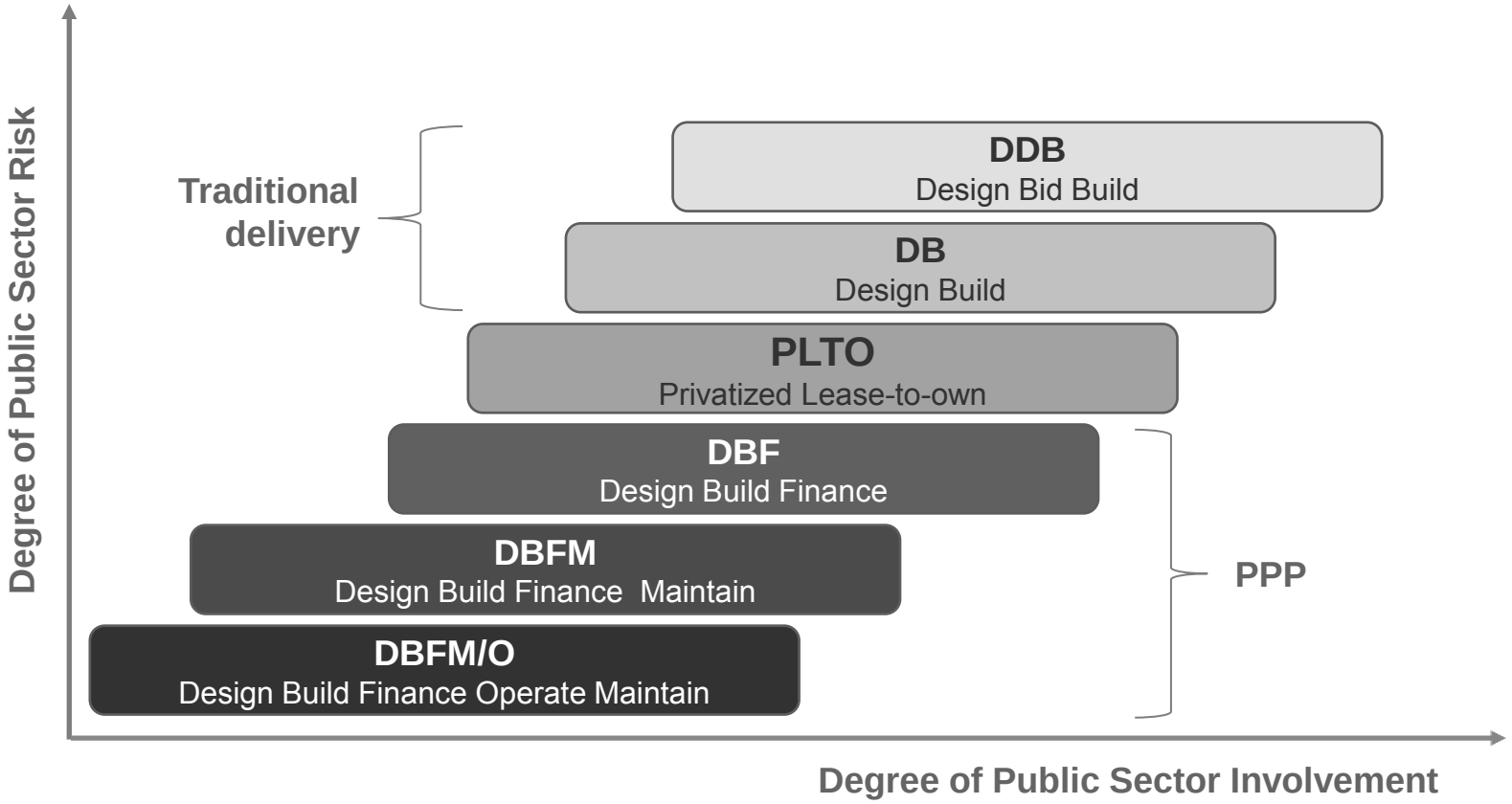


Introduction to the Project & Public Private Partnership (P3) Primer

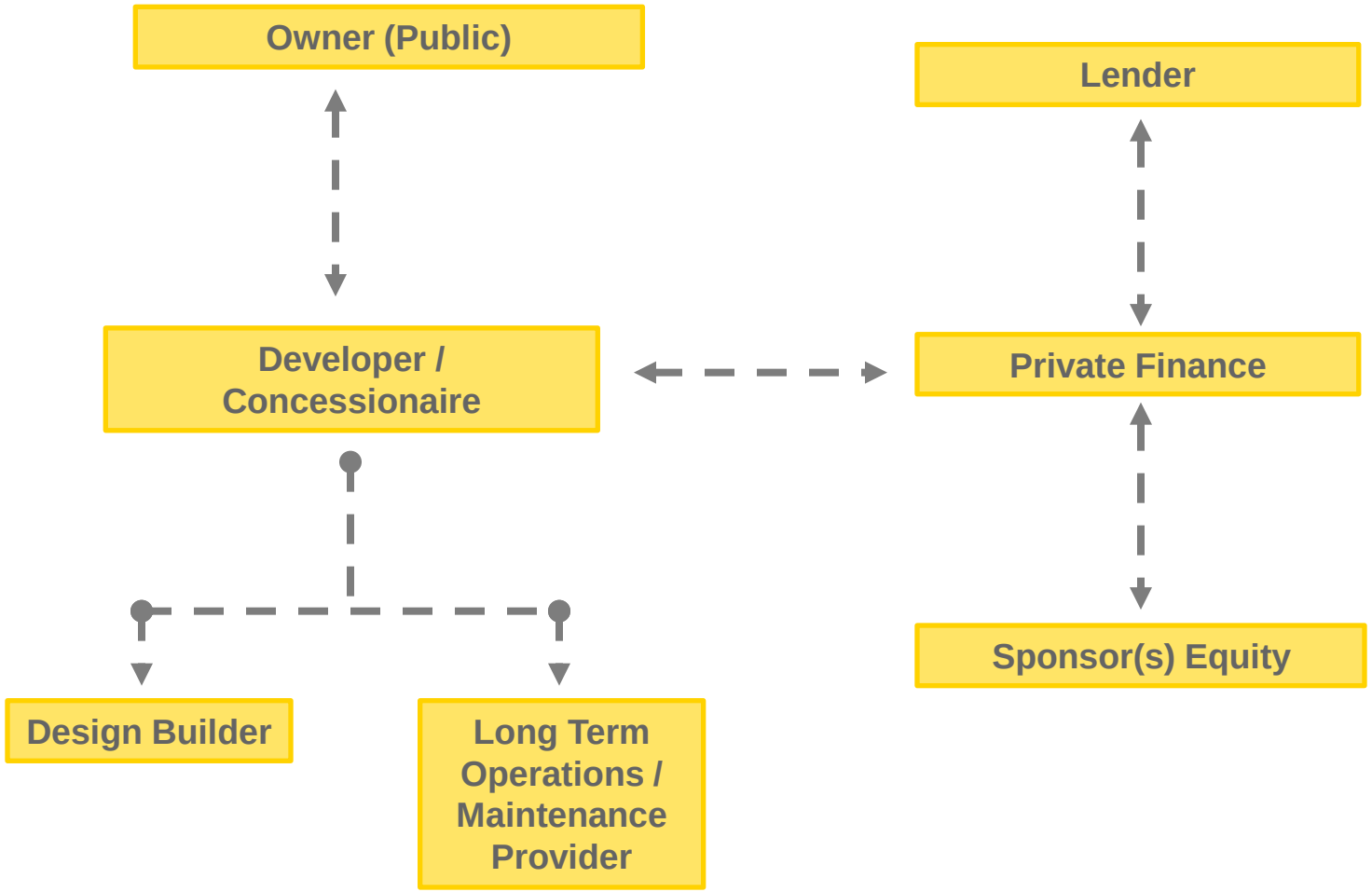
Timeline for Success
Ernst & Young Feasibility Analysis



Spectrum of Delivery Methods



Overview of Public Private Partnership (P3) Model



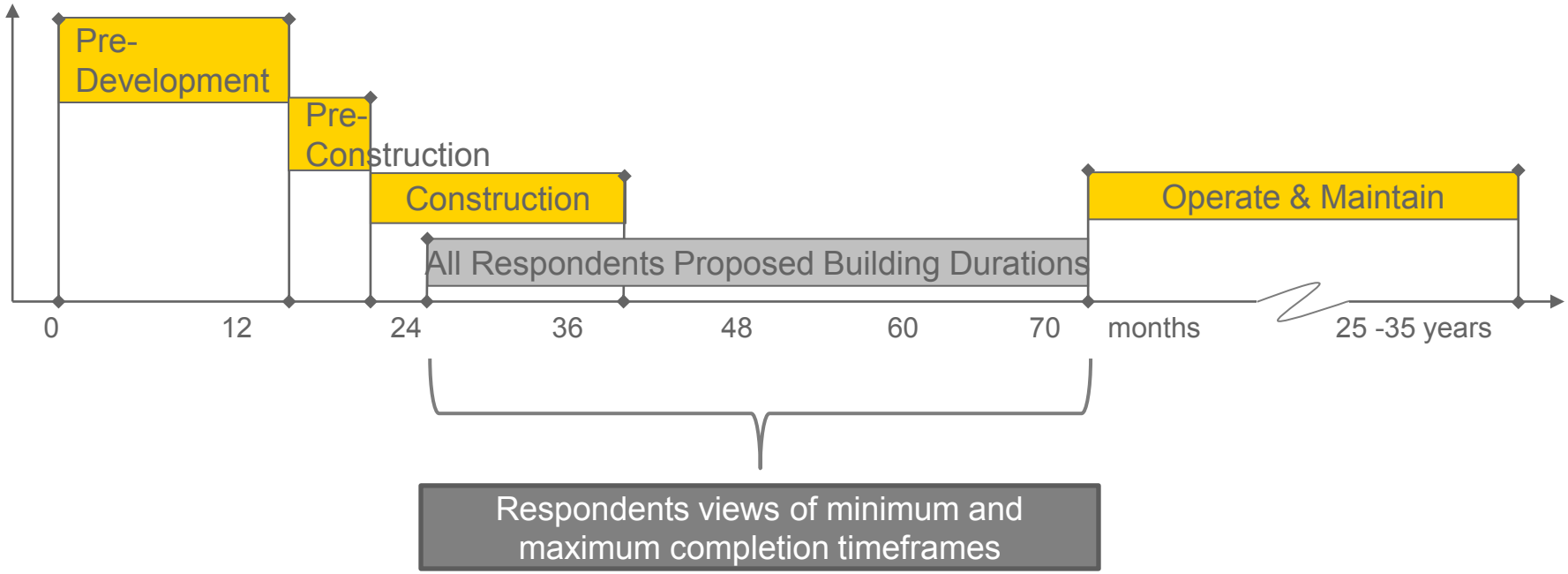
Analysis of RFI Responses

Respondents View of Timeline

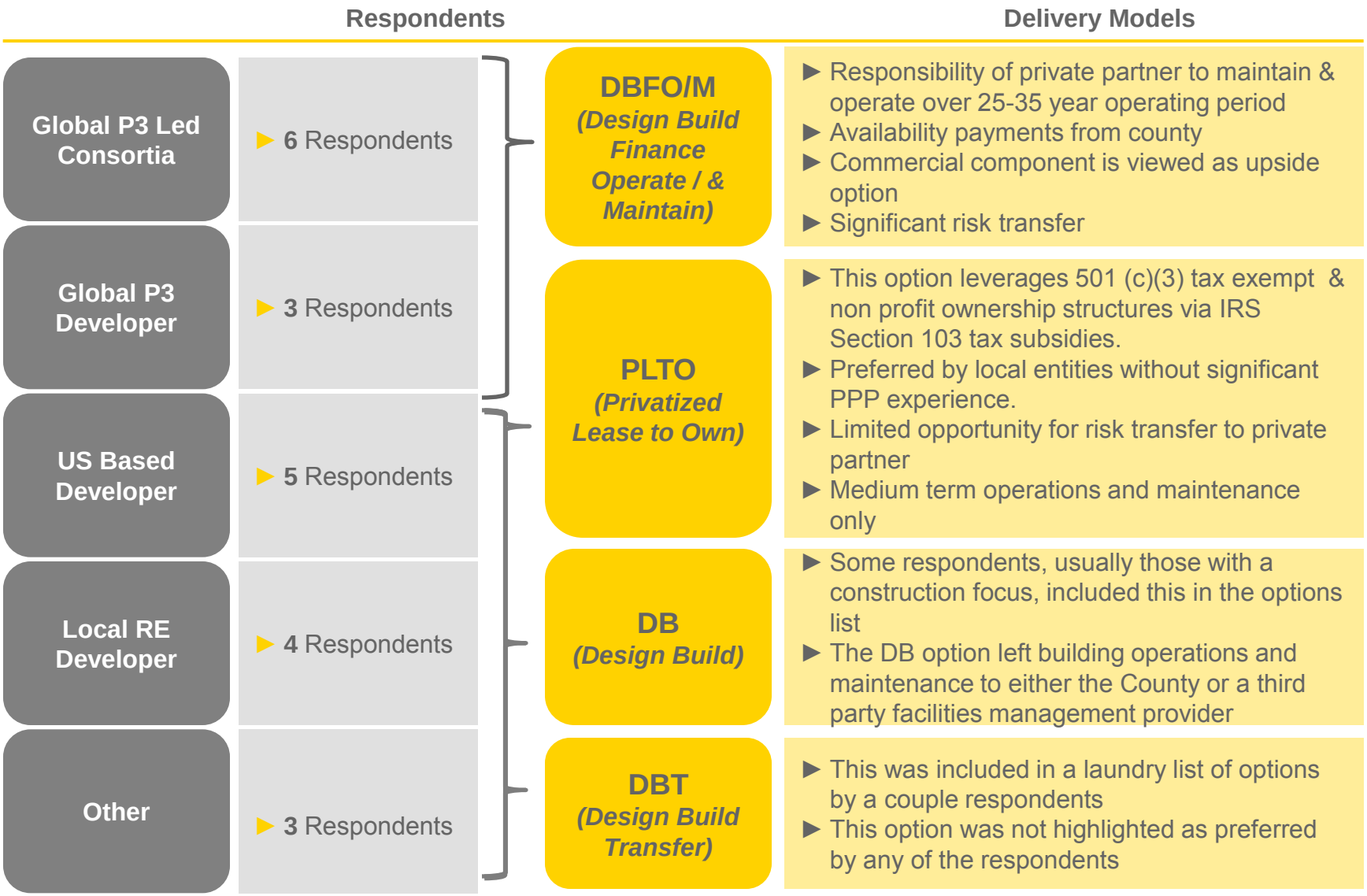
RFI respondents suggested a wide range of timelines for the project, including the following stages:

- Pre-Development (RFQ/RFP process)
- Pre-Construction (design/permitting)
- Construction (dependent on delivery model)
- Operate & Maintain

Bellow is a breakdown of the minimum thru median proposed ranges for critical stages in the timeline as suggested by the RFI responses



RFI Respondents & Delivery Models



General Overview of Responses
Common Themes

A variety of development methods were proposed, the financing methods and ranges of risk transfer depended primarily upon deal structure

RFI's validated that there is significant local and international interest in the project from a variety of developers

21 RFI Respondents

Suggested site orientations capitalized on Republic Square Park and Austin's walk-ability as a City

Respondents typically suggested the following commercial aspects be integrated within or adjacent to the courthouse

- Retail ground floor
- Office
- Multifamily (infrequent suggestion)
- Hotel (infrequent suggestion)

Lessons Learned by Respondents from Similar Projects

- There are **distinctive risks** associate with **Courthouse** and **Commercial** Real Estate **components**
- Suggested **project objectives** and risk transfer components should be **developed prior** to **bidding** process
- Clearly **define** the long term facilities **management and operations requirements** for the project
- **Designing for flexibility** within and around a courthouse is manageable given a knowledgeable and specialized designer
- **Stakeholder engagement** is necessary to manage expectations and **public awareness**
- Understand and **plan** for the **potential legislative** and **political approvals** necessary for public social and civil infrastructure

Next Steps

1. Individual **consultation** with **remaining commissioners** not yet interviewed

2. **Tuesday 7 Feb 2012:** Presentation of **Objectives & Evaluation Criteria** for Options

Statement of Assumptions and Limiting Language

- The analysis and commentary set forth in this report are subject to the assumptions and limiting conditions that follow:
- The nature and scope of our services was determined solely by the agreement between the Ernst & Young and the County. Our work was performed only for the use and benefit of the County and others who read this report that were not a party to our agreement with respect to the nature and scope of such services do so at their own risk. Our report is intended for Travis County's internal purposes only as outlined in our terms of our Contract.
- The services we performed were advisory in nature. EY did not render an assurance report or opinion under our contract with the County, nor did our services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants.. We did not conduct a review to detect fraud or illegal acts.
- Our report is based upon facts, as we know them, estimates, assumptions, and other information developed from our research of the market, knowledge of the industry and meetings with Travis County personnel, during which we were provided with certain information. The sources of information and basis of the analysis and commentary are stated herein. Information contained in this report has been gathered from sources that are believed to be reliable. No responsibility is assumed for the accuracy of information supplied by others.
- None of the services we provided constituted any legal opinion or advice. No responsibility is assumed by Ernst & Young LLP for matters that are legal in nature.
- No responsibility for economic or physical factors which may affect the estimates herein stated and which may occur at some date after this report's issue date is assumed.
- Notwithstanding anything to the contrary in the contract, we do not assume any responsibility for any third-party products, programs or services, their performance or compliance with the specifications of the County or otherwise.

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By/Phone Number: Norman McRee/854-4821
Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning & Budget
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of $980,234.49, for the period of January 6 to January 12, 2012.

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 $980,234.49.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – $980,234.49

REQUIRED AUTHORIZATIONS:

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

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

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	January 24, 2012
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:	January 6, 2012 to January 12, 2012
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$980,234.49
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 $980,234.49.

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

JANUARY 6, 2012 TO JANUARY 12, 2012

-

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: January 24, 2012
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: January 6, 2012
TO: Januaray 12, 2012

REIMBURSEMENT REQUESTED: **$ 980,234.49**

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,484,256.88
bank withdrawal correction	$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: January 17, 2012	$	(501,307.66)
	$	-
October 5, 2010 adj	$	135.10
Adjust to balance per UHC	$	0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK:**	$	980,234.49
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	$	980,234.49

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

All claims over $25,000 (0 this week totaling $0.00) 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 ($149,676.56) 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 ($13,813.47).

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

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

Diane Blankenship, Director, HRMD / Date 1/17/12

Dan Mansour, Risk Manager Date 1-17-2012

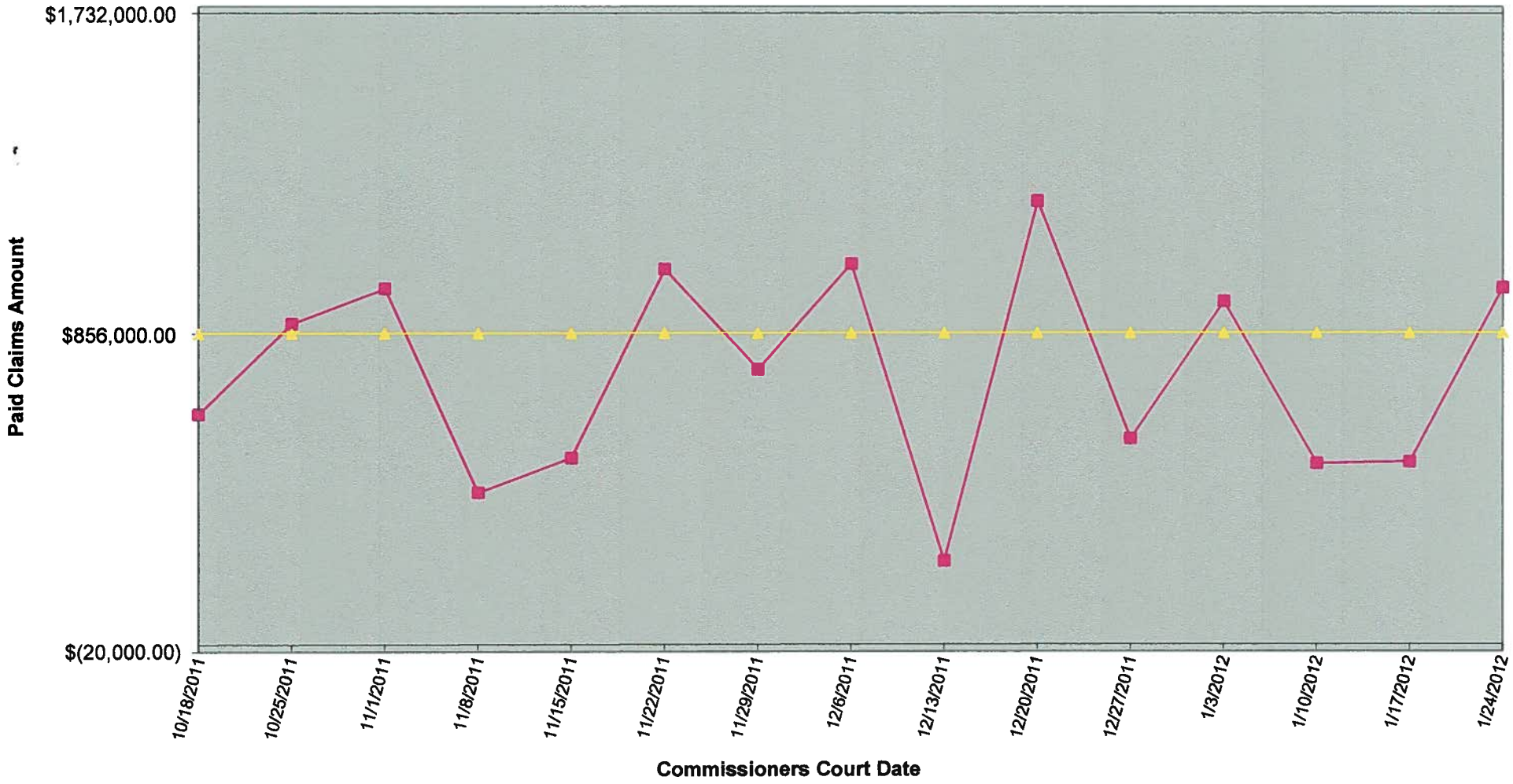
not available
Cindy Purinton, Benefit Contract Administrator Date

Norman McRee, Financial Analyst Date 1/17/12

** 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.

Updated 1-19-12, 4:15pm

Travis County Employee Benefit Plan
FY12 Paid Claims vs Weekly Claims Budget of $856,615.23



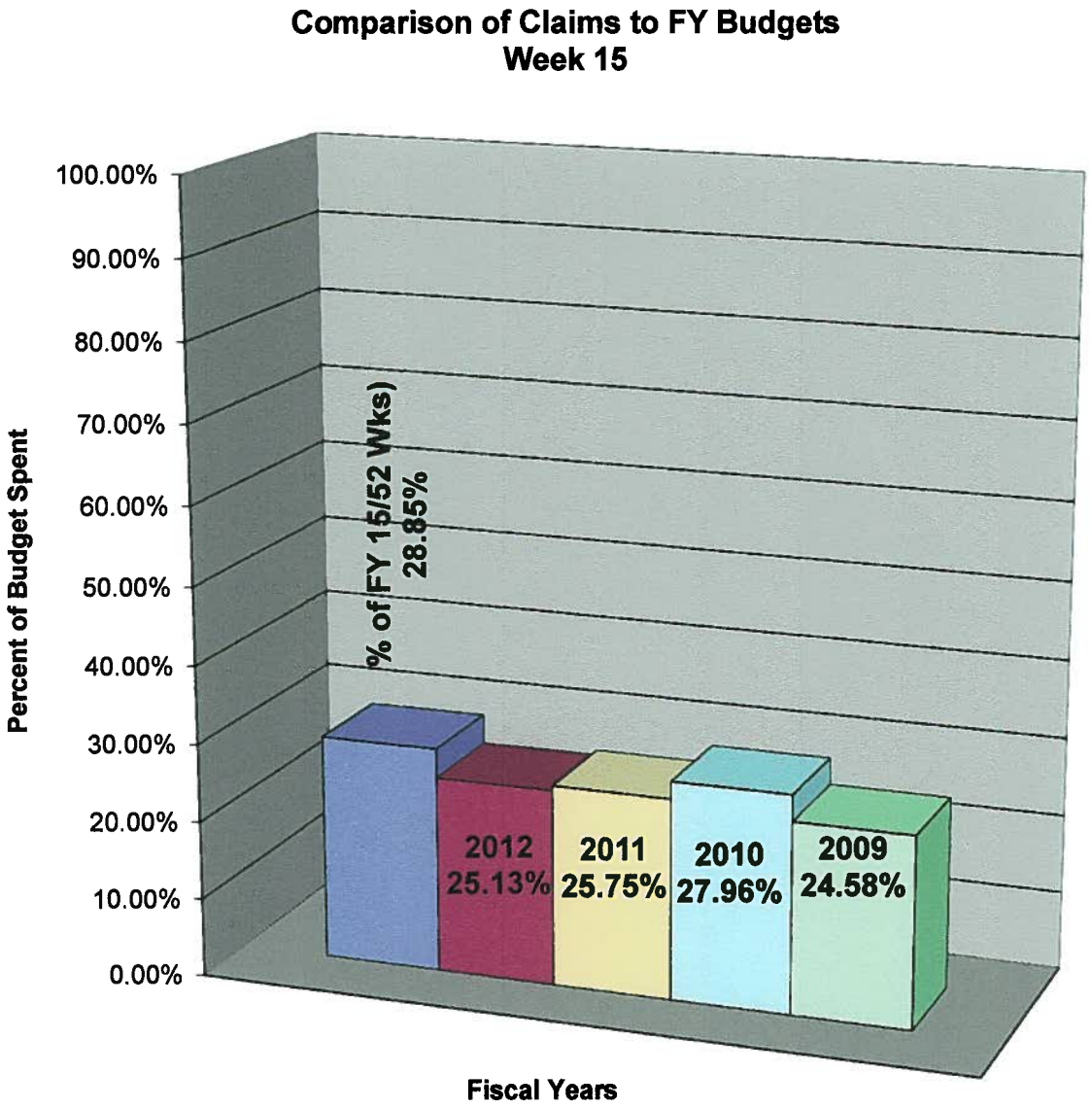
Travis County Employee Benefit Plan
FY12 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2012 % of Budget Spent	FY 2011 % of Budget Spent
1	9/30/2011	10/6/2011	10/18/2011	$ 633,677.95	$ 856,615.23	2	$ 84,383.56	1.42%	1.14%
2	10/7/2011	10/13/2011	10/25/2011	$ 882,462.44	$ 856,615.23	1	$ 34,434.26	3.40%	3.65%
3	10/14/2011	10/20/2011	11/1/2011	$ 978,780.20	$ 856,615.23	1	$ 85,633.00	5.60%	4.76%
4	10/21/2011	10/27/2011	11/8/2011	$ 417,495.82	$ 856,615.23	0	$ -	6.54%	7.22%
5	10/28/2011	11/3/2011	11/15/2011	$ 513,031.56	$ 856,615.23	1	$ 25,354.52	7.69%	8.28%
6	11/4/2011	11/10/2011	11/22/2011	$ 1,031,570.27	$ 856,615.23	0	$ -	10.01%	10.69%
7	11/11/2011	11/17/2011	11/29/2011	$ 757,171.26	$ 856,615.23	2	$ 166,108.32	11.71%	12.20%
8	11/18/2011	11/24/2011	12/6/2011	$ 1,045,944.29	$ 856,615.23	1	$ 29,029.81	14.05%	14.23%
9	11/25/2011	12/1/2011	12/13/2011	$ 229,111.51	$ 856,615.23	0	$ -	14.57%	15.77%
10	12/2/2011	12/8/2011	12/20/2011	$ 1,217,952.91	$ 856,615.23	4	$ 166,327.24	17.30%	17.99%
11	12/9/2011	12/15/2011	12/27/2011	$ 565,509.10	$ 856,615.23	1	$ 30,240.78	18.57%	19.10%
12	12/16/2011	12/22/2011	1/3/2012	$ 942,710.54	$ 856,615.23	0	$ -	20.69%	21.81%
13	12/23/2011	12/29/2011	1/10/2012	$ 497,081.54	$ 856,615.23	3	$ 90,452.62	21.80%	22.62%
14	12/30/2011	1/5/2012	1/17/2012	$ 501,307.66	$ 856,615.23	1	$ 33,103.70	22.93%	24.21%
15	1/6/2012	1/12/2012	1/24/2012	$ 980,234.49	$ 856,615.23	0	$ -	25.13%	25.75%

Paid & Budgeted Claims to Date	$ 11,194,041.54	$ 12,849,228.46
Paid Claims less Total Weekly Budget		$ (1,655,186.92)

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

Updated 1-19-12, 4:15pm



Norman McRee

From: SIFSFAX@UHC.COM
Sent: Thursday, January 12, 2012 11:27 PM
To: Norman McRee
Subject: UHC BANKING REPTS/C

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2012-01-13 REQUEST AMOUNT: $1,484,256.88

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-01-12		$1,201,329.78
- REQUIRED BALANCE TO BE MAINTAINED:		$2,668,041.00
+ PRIOR DAY REQUEST:		$00.00
= UNDER DEPOSIT:		$1,466,711.22
+ CURRENT DAY NET CHARGE:		$17,545.66
+ FUNDING ADJUSTMENTS:		$00.00
REQUEST AMOUNT:		$1,484,256.88

ACTIVITY FOR WORK DAY: 2012-01-06

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$518,522.86	$00.00	$518,522.86
TOTAL:	$518,522.86	$00.00	$518,522.86

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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_01_12

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	-181.01	A1	58926	AH	9	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-182.12	A1	7428	AA	11	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-182.84	A1	68850	AH	3	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-184.47	A1	68919	AH	1	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-195.03	A1	75078	AH	5	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-195.03	A1	92359	AH	8	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-197.28	QG	30323410	AH	1	12/31/2011	50	1/9/2012	1/12/2012
701254	632	-197.94	A1	16884	AH	9	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-202	A1	96513	AH	1	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-205.46	A1	88591	AE	1	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-205.46	A1	63638	AH	11	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-212.6	A1	68918	AH	1	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-233.68	RJ	88134480	A	11	1/6/2012	50	1/12/2012	1/12/2012
701254	632	-248.93	A1	7426	AA	11	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-254.42	A1	62471	AE	7	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-274.35	A1	76778	AH	7	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-279.24	A1	91389	AH	1	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-369.59	A1	68821	AE	6	1/1/2012	200	1/9/2012	1/12/2012
701254	632	-384.27	A1	68841	AH	3	1/1/2012	200	1/9/2012	1/12/2012

980,234.49

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 01/12/2012

CONTR_#	*TRANS_AMT*	*SRS*	*CHK_#*	*GRP*	*CLAIM ACCT#*	*ISS_DATE*	*TRANS CODE*	*TRANS_DATE*

Total: $0.00

2

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 1/12/2012

TYPE	MEMBER TYPE	TRANS_AMT	
CEPO			
	EE		
	526-1145-522.45-28	**119,316.00**	
	RR		
	526-1145-522.45-29	**14,232.00**	
Total CEPO			$133,548.00
EPO			
	EE		
	526-1145-522.45-20	**180,311.22**	
	RR		
	526-1145-522.45-21	**55,949.24**	
Total EPO			$236,260.46
PPO			
	EE		
	526-1145-522.45-25	**542,229.94**	
	RR		
	526-1145-522.45-26	**68,196.09**	
Total PPO			$610,426.03
Grand Total			$980,234.49

Item 10

Travis County Commissioners Court Agenda Request

Meeting Date: 1/24/2012
Prepared By/Phone Number: Cynthia Lara-Roldan, 854-4822
Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 8.

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

STAFF RECOMMENDATIONS:
N/A

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:
None.

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

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

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-9757

January 24, 2012

ITEM # :

DATE: January 13, 2012

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen L. Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leroy Nellis, Acting County Executive, Planning and Budget

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 8.

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

LN/DB/TLO

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Civil Courts	67	Court Reporter	24 / $77,242.79	24 / $77,242.79
County Atty	90	Law Clerk I Part-time	14 / Minimum / $16,172.73	14 / Minimum / $16,172.73
County Atty	167	Victim Counselor Sr Part-time	16 / Minimum / $18,512.00	16 / Minimum / $18,512.00
District Clerk	134	Business Analyst III	25 / $74,000.00	25 / $74,000.00
Juvenile Probation	68	Juvenile Probation Ofcr II	15 / Level 1 / $35,651.20	15 / Level 1 / $35,651.20
Juvenile Probation	415	Juvenile Detention Ofcr I**	12 / Minimum / $28,262.42	12 / Minimum / $28,262.42

* Temporary to Regular ** Actual vs Authorized

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Tax Collector	20108 2nd Job	Accounting Clerk	11 / $14.00	11 / $14.00	02
TNR	50053	School Crossing Guard	11 / $13.00	11 / $13.00	05

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

CAREER LADDERS – NON-POPS

Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
County Atty	134	Attorney II* / Grd 22	Attorney III / Grd 24	$55,578.89	$63,638.43	Career Ladder. Pay is at minimum of pay grade.

* Actual vs Authorized

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
County Atty	Slot 160 / Social Svcs Program Spec / Grd 16 / Full-time $37,024.00	**County Atty**	Slot 160 / Social Svcs Program Spec / Grd 16 / Part-time $18,512.00	Status change from full-time to part-time (40 hrs to 20 hrs).
CSCD	Slot 378 / Probation Ofcr II / Grd 15 / $40,559.37	**Juvenile Probation**	Slot 319 / Juvenile Probation Ofcr III / Grd 16 / $40,352.00	Promotion. Pay is between min and midpoint of pay grade.
Pretrial Services	Slot 91 / Intake Ofcr / Grd 13 / $32,644.21	**Criminal Courts**	Slot 181 / Judicial Aide / Grd 15 / $37,632.32	Promotion. Pay is between min and midpoint of pay grade.
*** Actual vs Authorized**				

THIS SECTION LEFT BLANK INTENTIONALLY.

AD HOC CLASSIFICATION CHANGES							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Juvenile Probation	563	Psychologist / 23694	E	23	Psychological Svcs Manager / 25XXX*	E	25
Juvenile Probation	400	Psychologist / 23694	E	23	Psychological Svcs Manager / 25XXX*	E	25
Juvenile Probation	69	Juvenile Probation Ofcr III / 16389	NE	16	Juvenile Probation Ofcr Ld / 17392	NE	17
Juvenile Probation	573	Juvenile Probation Ofcr III / 16389	NE	16	Juvenile Case Work Mgr / 19391	E	19
Department requests in order to meet departmental needs. PBO has confirmed funding available.							
***New job classification. See attached job description, pages 5 – 8.**							

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

HRMD

700 Lavaca, 4th Floor • P.O. Box 1748 • Austin, Texas 78701 • (512) 854-9165

MEMORANDUM

DATE: January 13, 2012

TO: Members of the Commissioners Court

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

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

SUBJECT: Proposed New Job Classification

HRMD recommends creation of one new job classification as outlined below:

Psychological Services Manager

Serving as a managing psychologist, incumbents provide direct oversight of treatment or assessment services and supervise the work of psychologists and other clinical staff. Incumbents also engage in program design and development; and coordinate and conduct training on treatment related issues.

Creation of this job title was necessary to accommodate the growth of the provision of psychological services across Travis County departments. As these operations have grown larger and more complex, it has become necessary to acknowledge the management responsibilities of some of our practicing psychologists. In addition to providing direct psychological services, some practicing psychologists also spend a great deal of effort managing a team of counselors and other paraprofessionals in the delivery of psychological services. Creation of this position allows for acknowledgment of these responsibilities and allows for potential differentiation with other psychologists who may provide psychological services but are not required to manage subordinate personnel. Consistent with market data, the job is recommended to be put in Pay Grade 25 on the Classified Pay Scale. Presently, the Psychologist job is placed at Pay Grade 23 on the Classified Pay Scale.

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

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TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Psychological Services Manager

JOB CODE:	25XXX	**FLSA STATUS:**	Exempt
PAY GRADE:	25	**LAST REVISED:**	1/XX/12

JOB SUMMARY:

Conducts direct oversight of treatment or assessment services; supervises the work of psychologists and other clinical staff. Engages in program design and development; and coordinates and conducts training on treatment related issues. Provides training to staff on mental health and justice system issues. Ensures that Federal, State and Local standards are sufficiently met on licensed substance abuse and other treatment units and coordinates with staff on grant-funded activities and program initiatives. Collaborates with contracted mental health providers and serves as a liaison between the department and various mental health agencies and professionals. Communicates with the courts regarding treatment and provides consultation regarding mental health and treatment concerns. Provides individual, group, and family therapy to pre- and post-adjudicated clients. Oversees treatment and/or assessment budget and manages towards cost effective programming.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior Management/Middle Management job family. This classification serves as supervising psychologist. In addition to clinical responsibilities, this classification is distinguished by the administrative and management duties and responsibilities performed in overseeing the staff and operations of a unit performing clinical mental health-related work. This classification may require work in secure facilities. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Responsible for direct oversight of psychological treatment programs, interventions and services. Oversees clinical and support staff and conducts the clinical and administrative activities of a unit, including hiring of treatment and assessment staff, performance evaluations, training and the provision of necessary disciplinary actions for employees.
- Conducts psychological testing and evaluations using interviews, assessment instruments, observation, records review and other methods. Administers and interprets psychological tests. Provides diagnoses and recommendations regarding intervention to guide court disposition and case management. Prepares written reports. Oversees and supervises post-doctoral level staff in completing psychological evaluations.
- Assigns and reviews all psychological screenings and assists in determining diagnostic and clinical recommendations. Reviews psychological reports for completeness and accuracy and prepares written reports. Oversees the assignment of psychological evaluations to contract and other psychologists.
- Maintains documentation of service delivery in accordance with standards of the profession; organizes client data.
- Supervises the clinical work of psychologists and other clinical staff to include such activities as technical assistance, direct observation, and clinical case consultation. Provides direct clinical care to clients and families as needed.
- Develops, coordinates and evaluates mental health delivery programs and services. Develops systems for improved management or administration.
- Communicates with the courts regarding treatment recommendations and provides consultation to personnel regarding mental health and treatment concerns.
- Recommends, implements, and administers policies and procedures.
- Collaborates with mental health providers and serves as a liaison between the department and various mental health agencies and professionals.
- Ensures that national, state, and local standards are sufficiently met on licensed substance abuse treatment units.
- Conducts psychological research. Provides outreach services. Assists with program evaluation studies. Plans and directs research studies and projects, ensuring findings are appropriately disseminated.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Psychological Services Manager

JOB CODE: 25XXX **FLSA STATUS:** Exempt
PAY GRADE: 25 **LAST REVISED:** 1/XX/12

DUTIES AND RESPONSIBILITIES: (Cont.)

- Trains department staff on mental health and justice system issues.
- Provides consultation, training and technical assistance to staff. Designs, supervises and conducts workshops on psychological topics for staff and the community.
- Coordinates with personnel throughout the department on grant-funded activities and program initiatives.
- Provides consultation to staff regarding case management in the design and implementation of special treatment programs. Determines nature and extent of treatment programs.
- Provides court testimony as an expert witness.
- Oversees treatment and/or assessment budget and manages towards cost effective programming.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Ph.D. degree in Psychology AND three (3) years of experience in assessment and treatment, including one (1) year of experience in full time supervision of clinicians in clinical intervention and/or assessment administration.

Licenses, Registrations, Certifications, or Special Requirements:
Licensed to practice as a Psychologist in the State of Texas issued by the Texas State Board of Examiners of Psychologists.
Valid Texas Driver's License.

Knowledge, Skills, and Abilities:
Knowledge of:

- Psychological theories and interventions, to include cognitive behavioral theory and interventions; psychometrics; psychopathology; and physiological principles.
- Diagnostic criteria as outlined by the Diagnostic and Statistical Manual of Mental Disorder (DSM-IV), to include knowledge of substance related disorders, trauma, behavioral disorders, and mood and anxiety disorders.
- Psychological assessment and report writing.
- Federal, State and Local applicable laws, rules, regulations, policies and procedures and applicable professional psychological standards and procedures.
- Child, adolescent and/or adult development as related to position. Texas Family Code, Texas Occupational Code (Psychologists), and Texas Psychologist's Licensing Act.
- Psychological assessment instruments.
- Relevant substance abuse and mental health treatment issues and protocols, treatment issues pertaining to juvenile and/or adult justice and evidence-based principles and practice.

Skill in:

- Using psychological evaluation and assessment techniques.
- Interpreting diagnostic evaluations and assessing behavior.
- Preparing and maintaining accurate records, files and reports.
- Supervising and training employees, including both clinical and administrative activities.
- Interacting effectively with all levels of management, employees and outside contacts.
- Strategic planning, developing, monitoring and evaluating of programs.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Psychological Services Manager

JOB CODE:	25XXX	**FLSA STATUS:**	Exempt
PAY GRADE:	25	**LAST REVISED:**	1/XX/12

MINIMUM REQUIREMENTS: (Cont.)
Skill in: (Cont.)

- Leadership and collaboration.
- Problem-solving and decision-making.
- Conflict resolution. Performing organizational work.
- Exercising independent judgment under minimal supervision.
- Both verbal and written communication, including presentations.

Ability to:

- Plan and direct psychological activities and research.
- Conduct psychological evaluation.
- Provide individual and group therapy.
- Direct, motivate, train, develop and evaluate staff.
- Develop and implement policies and procedures and operational plans and activities; organize workloads.
- Gather and evaluate facts to develop individual program planning and appropriate case disposition.
- Prepare administrative and statistical reports.
- Create and implement strategic plans and to train others in a variety of areas.
- Serve as a representative of department mission and goals.
- Manage time well, perform multiple tasks and organize diverse activities.
- Work with potentially hostile and aggressive individuals.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies and providers, other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 35-100 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, sitting, walking, climbing stairs, bending, stooping, crouching, kneeling, pushing, pulling, reaching, repetitive motion, twisting, balancing, client/customer contact, squatting, and occasional indoor/outdoor activities to perform the essential functions. Subject to contact with communicable diseases, radiation, hazardous waste, human fecal matter and foul odors.

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

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Roger Jefferies, County Executive, Justice and Public Safety
Elected/Appointed Official/Dept. Head: Roger Jefferies, County Exec., Justice and Public Safety
Commissioners Court Sponsor: Sam Biscoe, Travis County Judge

AGENDA LANGUAGE:

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

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

STAFF RECOMMENDATIONS:

Staff recommends regular updates to the Commissioners Court on the activities of the Hate Crimes Task Force. And on behalf of the Hate Crimes Task Force invites participation in their work by any elected or appointed officials and Travis County staff.

ISSUES AND OPPORTUNITIES:

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

through prevention, response and restoration. The vision of the Task Force is a respectful community free of hate. The next meeting of the full Hate Crimes Task Force is on January 19, from 3:30 to 5:30 at 811 Barton Springs Road.

FISCAL IMPACT AND SOURCE OF FUNDING:

No fiscal impact anticipated.

REQUIRED AUTHORIZATIONS:

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

Austin/Travis County
Hate Crimes Task Force

Austin/Travis County
Hate Crimes Task Force

Vision: A respectful community free of hate.

Mission: To create a forum that fosters open dialogue about hate and discrimination and strengthens the bonds of our community through prevention, response and restoration.

Adopted 04-14-11

History of Austin/Travis County Hate Crimes Task Force:

The Austin/Travis County Hate Crimes Task Force was officially launched on December 15th, 2010 in response to a violent hate crime incident that occurred in downtown Austin in February 2010. Conveners of the task force meeting included Austin Anti-Defamation League, Austin City Council members Sheryl Cole, Laura Morrison, and Randi Shade) as well as the Austin/Travis County Community Justice Council led by David Escamilla (Travis County Attorney) and Rosemary Lehmberg (Travis County District Attorney).

The first meeting was held in December 2010 and more than 70 persons representing 40 different organizations/departments participated in that discussion and reached consensus to form a local Hate Crimes Task Force initiative. A Steering Committee was created of stakeholders to bring back recommendations regarding structure, work processes and scope of work.

The second meeting was held in April 2011 and the Steering Committee brought forward their recommendations to the Task Force on April 14th, 2011 for endorsement including a draft vision and mission statement, recommendations for work processes as well as creation of Work Groups to develop action/work plans for key objectives to help us achieve our vision. The Work Groups also reported out key findings to date that they discovered during the development of their recommendations.

In September 2011, the Steering Committee and Work Groups reported back to the task force their recommended goals and objectives for the work groups, as well as reviewed 2010 hate crimes data for Austin/Travis County, discussed a recent high profile double homicide that was related to hate/bias, and discussed development of an interim community response plan that will help us respond quickly as a community to any hate or bias/motivated incident. See the last page of this update for the Work Group goals and activities.

The fourth A/TC Hate Crimes Task Force meeting is scheduled for January 19th, 2012. The Steering Committee and Work Groups will be once again updating their activities to date including discussing recommendations about a community education campaign around hate prevention and other community activities around prevention of hate, receiving feedback from a focus group with youth about their experiences around hate/bias motivated incidents as well as discussion and feedback from a restorative process used (Community Circles) with past victims of hate/bias motivated incidents which included other effected communities (advocates, families, etc.).

Timeline of A/TC Hate Crimes Task Force Initiative:

February 20, 2010: Hate incident occurs

March-Nov. 2010: Conveners for a hate crime initiative identified and plans made for first meeting

Dec. 15th, 2010: First A/TC HCTF meeting held

Jan.-Mar. 2011: Steering Committee formed and recommendations developed for work plans, processes, and structure

April 14th, 2011: Second meeting of A/TC HCTF

May-Aug. 2011: Work Groups formed and work plans developed

Sept. 15th, 2011: Third meeting of A/TC HCTF

Oct.11-Jan. 12, 2012: Work Groups began activities

Jan. 19th, 2012: Fourth meeting of A/TC HCTF scheduled

Structure/Work Processes/Roles of A/TC HCTF:

The A/TC Hate Crimes Task Force has a three tiered structure with the Task Force providing policy guidance and consensus recommendations for any activities. The Steering Committee provides day to day oversight of project and includes the chairs of the work groups. The Work Groups is where the activities are occurring and where we encourage all levels of community involvement:

Task Force:

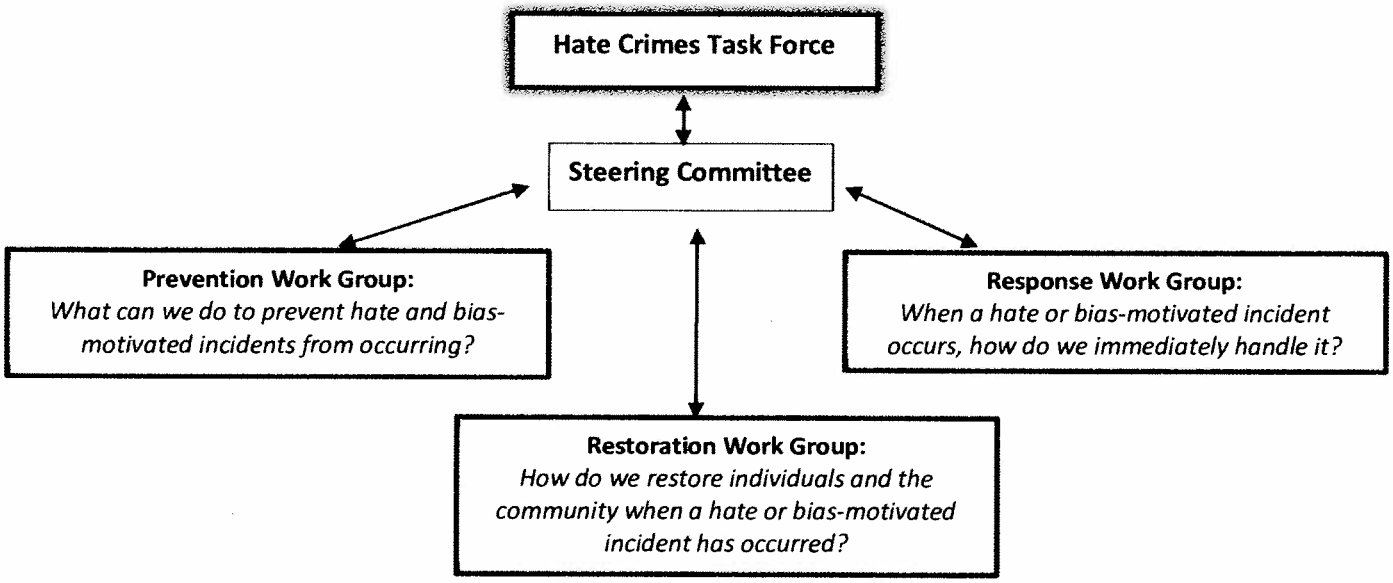
- Comprised of representatives (policy makers or designees) from each organization participating in the Initiative.
- Provides guidance for the project and reaches consensus on recommendations for the project.
- Will meet at least three times a year (and as needed): Jan, Sept and May.

Steering Committee:

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

Work Groups:

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



How to Learn More about This Initiative or To Get Involved:

For Overall Initiative Information, Contact:

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

To Join a Work Group:

Prevention Work Group:
Chairs: **Lisa Scheps** lisa@transtexas.org or **Angela Ward** angela.ward@austinisd.org

Response Work Group:
Chair: **Chuck Smith** chuck@eqalitytexas.org

Restoration Work Group:
Chairs: **Steven McCormick** steven.mccormick@ci.austin.tx.us or **Tom Spencer** tspencer@interfaithtexas.org

Austin/Travis County
Hate Crimes Task Force

Prevention Work Group Goals

(What can we do to prevent hate and bias motivated incidents from occurring?)

A/TC Hate Crimes Task Force Prevention Work Group Goals	
Goal 1:	Enhance the community's understanding of personal bias (power/privilege) so individuals have greater empathy and acceptance with those different from themselves.
Goal 2:	Connect youth with anti-bias education and tools so they are active participants in fostering acceptance and respect.
Goal 3:	Work with Parents, educators (public and private) and the community to identify and mitigate the consequence of bias
Goal 4:	Increase participation in the prevention work group from a cross-section of our diverse community.

Response Work Group Goals

(Focused on response that occurs within one week after a hate or bias motivated incident is reported)

A/TC Hate Crimes Task Force Response Work Group Goals	
Goal 1:	Enhance the law enforcement response to hate and bias motivated incidents so all relevant information is gathered and victim needs are met.
Goal 2:	Identify victims' immediate needs in hate and bias motivated incidents to address what their safety, security, physical and psychological/emotional health needs are.
Goal 3:	Develop stakeholder response to hate and bias motivated incidents to create a collaborative cross-community response.
Goal 4:	Enhance the prosecutions response to hate and bias motivated incidents to promote a fair and just disposition.
Goal 5:	Improve the data collection of hate and bias motivated incidents to more accurately reflect their nature and frequency, and develop strategies for incident reduction.
Goal 6:	Make recommendations for legislative and/or policy changes.
Goal 7:	Increase participation in the work group from a cross-section of our diverse community.

Restoration Workgroup Goals

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

A/TC Hate Crimes Task Force Restoration Workgroup Goals	
Goal 1:	Develop a community engagement process that will engage citizens with conversations to help us understand what the community expects for restoration as it relates to hate and bias motivated incidents.
Goal 2:	Develop a restorative toolkit for community stakeholders to help facilitate and promote growth and healing within our community when hate and bias motivated incidents occur.
Goal 3:	Develop a guide to restoration for secondary and higher education schools to help facilitate and promote growth and healing within campuses and districts when hate and bias motivated incidents occur.
Goal 4:	Increase participation from a cross-section of our diverse community.
Goal 5:	Identify what victim's long-term needs are in hate and bias motivated incidents to address their safety, security, physical, psychological and emotional health.

Goals adopted 09-15-11

Travis County Commissioners Court Agenda Request

Meeting Date: February 7, 2012
Prepared By/Phone Number: Shannon Pleasant CTPM / 854-1181; Marvin Brice CPPB / 854-9765
Elected/Appointed Official/Dept. Head: Cyd Grimes C.P.M,CPPO
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Ratify and Approve Modification No. 9 to Interlocal No.IL070171RE, Mental Health Services with Austin Travis County Integral Care

- **Purchasing Recommendation and Comments:** Purchasing did not supervise or participate in contract negotiations.
- Through this Interlocal agreement, Austin Travis County Mental Health Mental Retardation Center, d/b/a Austin Travis County Integral Care (ATCIC) serves as the lead in assessment, planning, and evaluation functions relative to mental health, mental retardation, and substance abuse services. ATCIC is also responsible for the provision of certain mental health and mental retardation services, either as direct provider, or through subcontracts with other providers.

Modification No. 9 will:

Ratify the contract, due to a delay of the 2012 renewal. The delay renewing the Contract was due to extended negations between ATCIC and Travis County Health & Human Services and Veterans Services department.

Renew the contract for an additional twelve-month period, from January 1, 2012 through December 31, 2012. Contract funds are not to exceed $1,436,054 for this renewal period.

Modification No. 8 added $25,000 to the agreement to help fund the Executive Coordinator Position for the Mental Health Task Force, formerly known as the Mayor's Mental Health Task Force Monitoring Committee.

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

ID# 5720

Modification No. 7 reflected the change of the agency's name to Austin Travis County Mental Health Mental Retardation Center, d/b/a Austin Travis County Integral Care.

Modification No. 6 renewed the agreement for an additional twelve-month period, from January 1, 2011 through December 31, 2011. Contract funds are not to exceed $1,436,054 for this renewal period.

Modification No. 5 increased the agreement amount from $1,411,054 to $1,436,054, an increase of $25,000, to help fund the Mayor's Mental Health Task Force Monitoring Committee. The work statement and budget for 2010 were attached.

Modification No. 4 renewed the agreement for an additional twelve-month period, from January 1, 2010 through December 31, 2010. Contract funds were not to exceed $1,411,054.

Modification No. 3 renewed the agreement for an additional twelve-month period, from January 1, 2009 through December 31, 2009. Contract funds were not to exceed $1,411,054.

Modification No. 2 renewed the agreement for an additional twelve-month period, from January 1, 2008 through December 31, 2008. Contract funds were not to exceed $1,411,054.

Modification No. 1 added $400,000 to fund the Mobile Crisis Outreach Team during the FY'07 budget, and increased the contract amount from $1,011,054 to $1,411,054.

Ø **Contract Expenditures:** Within the last 12 months $1,436,054 has been spent against this contract/requirement.

Ø **Contract-Related Information:**

Award Amount: $45,999
Contract Type: Interlocal Agreement
Contract Period: June 1, 2006 through December 31, 2006

Ø **Contract Modification Information:**

Modification Amount: $1,436,054
Modification Type: Bilateral
Modification Period: January 1, 2012 through December 31, 2012

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

ID# 5720

Ø Solicitation-Related Information: NA

Solicitations Sent: Responses Received:

HUB Information: % HUB Subcontractor:

Ø Special Contract Considerations:

☐ Award has been protested.

☐ Award is not to the lowest bidder.

☒ Comments: Modification being routed for signature. The draft is attached for Court review. The originals will be forwarded upon receipt.

Ø Funding Information:

☒ Purchase Requisition in H.T.E.: 548588

☒ Funding Account(s): 00158916116294

☐ Comments:

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

ID# 5720

Updated 1-19-12, 4:15pm

PI625I02 **TRAVIS COUNTY** 1/04/12
Purchase Requisition 11:52:36

Number . . . . . : 0000548588
Type . . . . . : 1 PURCHASE REQUISITION
Status . . . . . : AUDITOR APPROVAL
Reason . . . . . : CONTRACT RENEWAL FY2012
By . . . . . : CAULA MCMARION 44119
Date . . . . . : 12/14/11
Vendor . . . . . : 7316 AUSTIN TRAVIS COUNTY MHMR
Contract nbr . . . . . :
Ship to . . . . . : NS HUMAN SERVICES ADMIN SVCS
Deliver by date . . . : 12/14/11
Buyer . . . . . :
Fiscal year code . . . : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.
5=Display 8=Item extended description

Opt	Line#	Quantity	UOM	Description	
_	1	25000.00	DOL	MENTAL HEALTH SERVICES	1/1/2012 - 9/30/2012
_	2	1058291.00	EA	MENTAL HEALTH SERVICES	1/1/12 - 9/30/12

Total: 1083291.00

F3=Exit F7=Alternate view F9=Print
F10=Approval info F12=Cancel F20=Comments

RECEIVED
JAN 12 2012
TRAVIS COUNTY
PURCHASING OFFICE

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

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

DATE: January 12, 2011

TO: Members of the Commissioners Court

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

SUBJECT: Austin Travis County Integral Care interlocal agreement

Proposed Motion:
Consider and take appropriate action to approve the renewal and ratification of the interlocal agreement with Austin Travis County Integral Care for general mental health and developmental disability services for calendar year 2012.

Summary and Staff Recommendations:
Under this Interlocal (sometimes referred to as the Main or Grand interlocal), Austin Travis County Integral Care (ATCIC) is required to serve as the lead in assessment, planning, and evaluation functions relative to mental health, developmental disabilities, and substance abuse services in support of the Community Action Network process. (Substance abuse services are primarily funded through a separate interlocal contract between the City of Austin, ATCIC and the County referred to as the SAMSO contract.) ATCIC uses funding from the County, and the City of Austin under a separate agreement, to fulfill its obligations as the designated Mental Health and Developmental Disability Authority in Travis County. ATCIC also is responsible for the provision of certain mental health and developmental disability services, either as a direct provider or through subcontracts with other providers, for the priority populations defined by the Texas Department of State Health Services. The priority populations include adult

diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and children with severe and persistent mental illness, including those with current or previous involvement in the criminal justice system.

The delay in getting this renewal on the court's agenda was due to negotiations with ATCIC on contract language as well as a funding issue regarding whether or not $25,000 had been approved for the Mental Health Task Force.

TCHHSVS staff completed negotiations on the work statement and performance report format with ATCIC by mid-November. The County Attorney's Office produced a draft of the renewal by late November. ATCIC requested changes to the draft on December 8. These changes were incorporated into the final draft which was sent to ATCIC and the County Auditor for final review. The contract was sent to Purchasing on December 15 but it was too late to get it on the December 27 agenda.

The funding issue arose in early December and contributed to the delay in getting the final draft completed. For the past two years, the contract has included $25,000 for the Mental Health Task Force. TCHHSVS did not request this money during the FY'12 budget process as it understood the task force would complete its work prior to the beginning of the new contract year. As it turns out, a third year of funding is required for the task force so TCHHSVS is taking $25,000 from its Basic Needs budget. It took a few days to get these details worked out.

TCHHSVS staff recommends approving this renewal and ratification.

Budgetary and Fiscal Impact:
The 2012 interlocal agreement is for $1,436,054 and includes $25,000 for the Mental Health Task Force. This agreement follows the calendar year.

Issues and Opportunities:
The 2012 agreement includes the following programs:

Infant-Parent Program: Early childhood intervention program for children ages 0-3 with disabilities and/or developmental delays and their families.

Developmental Disabilities Service Coordination: Program providing assistance in accessing medical, social, educational, and other appropriate services and supports for individuals and families caring for persons with developmental disabilities.

Child and Family Services: Services include intensive outpatient services for youth ages 3-17 that have a diagnosis of mental illness and exhibit severe emotional or social disabilities. These services include group counseling, individual counseling, family counseling, psychiatric consultation (as needed), care coordination using the wraparound approach, information and referral services, home-based intervention and school-based intervention.

Psychiatric and Counseling Services: Psychiatric medication services for adults—includes ongoing psychiatric evaluation, medication maintenance, and medication education.

Psychiatric Emergency Services: Psychiatric screening, evaluation, crisis outreach, and short-term crisis intervention for adults—includes 24-hour emergency screening, evaluation, and crisis intervention services.

The Inn: A 16-bed crisis respite program for persons experiencing moderate to severe psychiatric crisis. This is a temporary residential program that offers a structured, supervised environment.

Safe Haven: Shelter for homeless persons with mental illness and substance abuse disorders. Provides shelter, showers, bedding, meals, nurse assessment, and linkage to medical services.

Co-occurring Psychiatric and Substance Abuse Disorders (COPSD): Program provides prevention, assessment, treatment, case management and outcome evaluation services to adults who have a diagnosis of substance use and mental illness.

Mobile Crisis Outreach Team (MCOT): MCOT will work in conjunction with ATCIC's Psychiatric Emergency Services and the Crisis Intervention Teams of the Austin Police Department and Travis County Sheriff's Office to provide assessments, interventions, brief follow-up and service linkage to both adults and children. MCOT will be available to respond swiftly to clients at the site of the crisis in non-clinical, community settings.

Mental Health Task Force (MHTF): Travis County helps fund the Executive Coordinator position which is the primary liaison between the task force and the various committees charged with implementing and monitoring strategies to positively impact five criteria identified as being needed for a mentally healthy community: 1) the number of people incarcerated by the Texas Dept. of Criminal Justice who have severe mental illness; 2) the number of people readmitted to psychiatric hospitals within 30 days of a previous discharge; 3) the number of people reporting during the intake interview for mental health services that they are in need of housing assistance; 4) the number of people with mental health issues who show up at area emergency rooms for substance dependence treatment; and 5) the number of disciplinary removals in the Austin Independent School District.

Background:
The Commissioners Court has renewed this interlocal each calendar year since 1997. It was a three-way agreement that also included the City of Austin. However, the city decided to contract separately with ATCIC for various services beginning on 6/1/06.

Cc: Andrea Colunga, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor

Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent

MODIFICATION OF CONTRACT NUMBER: IL070171RE -Mental Health Services PAGE 1 OF 44 PAGES

ISSUED BY: PURCHASING OFFICE 700 Lavaca, Suite 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Shannon Pleasant** TEL. NO: (512) 854-1181 FAX NO: (512) 854.9185	DATE PREPARED: **January 9, 2012**
ISSUED TO: **Austin Travis County Mental Health Mental Retardation Center, dba Austin Travis County Integral Care** **1430 Collier Street** **Austin, Texas 78704**	MODIFICATION NO.: **9**	EXECUTED DATE OF ORIGINAL CONTRACT: **January 1, 2007**

ORIGINAL CONTRACT TERM DATES: **January 1, 2007 – December 31, 2007** CURRENT CONTRACT TERM DATES: **January 1, 2012-December 31, 2012**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $1,011,054.00 Current Modified Amount: $1,436,054.00

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 referenced contract is hereby modified to reflect the following changes, as well as those more completely set forth in the attachment:

1. Renewal of agreement for an additional twelve month period from January 1, 2012 through December 31, 2012.
2. Contract funds for this renewal period shall not exceed $1,436,054.00.
3. The Parties agree to amend the Agreement as to the 2012 Renewal Term by adding the 2012 Renewal Term Amended Work Statement, Performance Measures and Program Budget attached to this 2012 Renewal as Exhibit 1.

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Note to Vendor/City:

[X] 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: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

**RENEWAL, AMENDMENT AND RATIFICATION OF
INTERLOCAL COOPERATION AGREEMENT BETWEEN
TRAVIS COUNTY AND
AUSTIN-TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER
DOING BUSINESS AS AUSTIN TRAVIS COUNTY INTEGRAL CARE FOR
GENERAL MENTAL HEALTH, MENTAL RETARDATION SERVICES
(2012 Renewal Term)**

This Renewal, Amendment and Ratification ("Renewal") of the Interlocal Cooperation Agreement, the initial term of which was effective January 1, 2007, and terminated December 31, 2007 ("Interlocal"), is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), and Austin-Travis County Mental Health and Mental Retardation Center, d.b.a. Austin Travis County Integral Care ("Center"), the Mental Health and Mental Retardation Authority designated by the State of Texas for Travis County and the incorporated municipalities therein pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

RECITALS

WHEREAS, County and Center (collectively referred to herein as the "Parties,") entered into the Interlocal to provide mental health, mental retardation, and substance abuse services for indigents and other qualified recipients, with the Initial Term beginning January 1, 2007, and ending December 31, 2007 ("Initial Term").

WHEREAS, the Interlocal provides for renewal and changes to the agreement when set forth in writing and signed by both Parties.

WHEREAS, pursuant to the terms of the Interlocal, the Parties have agreed to extend the agreement through December 31, 2011 ("2011 Agreement Term").

WHEREAS, County and Center now desire to renew the Interlocal for an additional one-year term, to amend the Interlocal to reflect mutually agreed upon changes in the terms and to ratify and approve the provision of services under the terms of this Renewal from January 1, 2012, through the date of execution of this Renewal by both Parties.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the parties agree to amend the Interlocal as follows:

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1.0 AGREEMENT TERM

1.1 **2012 Renewal Term**. Pursuant to Section 2.2 of the Interlocal, the Parties hereby agree to renew the Interlocal for an additional one-year term beginning January 1, 2012, and continuing through December 31, 2012 ("2012 Renewal Term"), unless sooner terminated pursuant to the terms of the Interlocal, as amended and to ratify and approve the provision of services under the terms of this Renewal from January 1, 2012, through the date of execution of this Renewal by both Parties.

2.0 ENTIRE AGREEMENT

2.1 **Attachments**. The Parties agree to amend Section 4.2, "Attachments," by adding the following to be applicable to the Interlocal performance during the 2012 Renewal Term:

4.2.1 - 12	Attachment A-12	2012 Renewal Term Work Statement and Performance Measures (Including the Work Statement - Mayor's Mental Health Task Force Monitoring Committee)
4.2.3 – 12	Attachment C-12	2012 Renewal Term Program Budget
4.2.4 – 12	Attachment D-12	2012 Performance Reports/Forms

All other attachments not amended under this Section 2.0 shall remain in full force and effect. The attachments referred to in this Section 2.0 are included in this 2012 Renewal as Exhibit 1, and are hereby made a part of the Interlocal, as amended, and constitute promised performances by Center in accordance with the terms of the

Interlocal, as amended.

3.0 AGREEMENT FUNDS

3.1 **Maximum Funds**. The Parties agree that the Maximum Amount of funds to be provided by County for the 2012 Renewal Term shall be an amount not to exceed the following:

$1,436,054.00 ("Agreement Maximum Funds")

3.2 **Fiscal Year Limitation.** The Parties agree that the amounts under Sections 13.1.2(a) shall be as follows:

(i)	(a) January 1, 2012 – September 30, 2012 (Salary Funds – See Section 3.3.1)	**$ 25,000.00**
	(b) Agreement Maximum funds less Salary Funds	**$1,411,054.00**
	(c) January 1, 2012 – September 30, 2012 (75% of (i)(b) total)	**$ 1,058,291.00**
	(d) Total January 1, 2012 – September 30, 2012	**$ 1,083,291.00**
(ii)	October 1, 2012 - December 31, 2012 (25% of (i)(b) total)	**$ 352,763.00**

All other provisions of Section 13.1.2(a) shall remain in full force and effect.

3.3 **Other Limitations**. The Parties understand and agree that, of the funds set forth in this Section 3.0, the following will apply:

3.3.1 $25,000 set aside for salaries is from Fiscal Year 2012 funds.

3.3.2 Invoices for salaries will be submitted by Center according to the terms of the Agreement in the amount of $2,083.33 each month from January, 2012, through November, 2012, with a final invoice for December, 2012, in the amount of $2,083.37.

3.3.3 Invoices for services will be submitted by Center according to the terms of the Agreement in the amount of $117,587.83 each month from January, 2012, through November, 2012, with a final invoice for December, 2012, in the amount of $117,587.93.

4.0 OTHER PROVISIONS.

4.1 **Insurance.** The Parties agree that the requirements for insurance for the 2012 Renewal Term will continue as set forth in the Interlocal. Center agrees to provide current documentation of such insurance as required under Section 5.7 of the Interlocal.

4.2 **Limitations.** Unless otherwise specifically stated herein, the performance required under this Renewal is performable only during the 2012 Renewal Term, and performance requirements and payment shall not carry over from one agreement term to another.

4.3 **Update.** Within fifteen (15) days of execution of this Renewal, Center agrees to provide Department, with a copy to the Purchasing Agent, current updates of all policies, materials and other information required under the Interlocal, including, but not limited to, the following:

4.3.1 Completed 2012 Ethics Affidavit
4.3.2 Proof of Insurance
4.3.3 Update of any policies and procedures
4.3.4 Updated W-9 Taxpayer Identification Form
4.3.5 Updated IRS 990 Form
4.3.6 Change of Identity Information (Name, Address, Etc.), where applicable

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4.4 **Debarment, Suspension and Other Responsibility Matters.** By signing this Renewal, Center certifies that, to the best of its knowledge and belief, it and its principles continue to meet compliance requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension" requirements as set forth in the Interlocal.

4.5 **Certification and Warranty.** By signing this Renewal, Center certifies and warrants that all certifications and warranties under the Interlocal continue to be in full force and effect. Center also acknowledges and agrees that it has read all terms and provisions of the Interlocal and understands and agrees that, to the extent not specifically changed by this Renewal, those terms and conditions remain in full force and effect for the 2012 Renewal Term.

4.6 **Forfeiture of Agreement.** For the 2012 Renewal Term, the provisions of the Interlocal relating to Forfeiture of Contract and the Key Contracting Person list will reference the 2012 Ethics Affidavit and Key Contracting Persons list set forth in Exhibit 2 of this Renewal, to be completed by Center as a part of this 2012 Renewal.

4.7 **Conflict of Interest Questionnaire.** For the 2012 Renewal Term, the provisions of the Interlocal, as amended, relating to the Conflict of Interest Questionnaire, remain in full force and effect.

5.0 INCORPORATION

5.1 County and Center hereby incorporate the Interlocal, as amended, into this Renewal. Except for the changes made in this Renewal, County and Center hereby ratify all the terms and conditions of the Interlocal as amended. The Interlocal, as amended, with the changes made in this Renewal constitutes the entire agreement between the Parties with respect to the subject matter as described in the Interlocal, as amended, and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

6.0 EFFECTIVE DATE

6.1 This Renewal is effective January 1, 2012, when it is approved and signed by both Parties. The Interlocal, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the end of the 2012 Renewal Term.

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EXHIBIT 1

2012 RENEWAL TERM WORK STATEMENT AND PERFORMANCE MEASURES

WORK STATEMENT AND PERFORMANCE MEASURES

Mayor's Mental Health Task Force Monitoring Committee

Background: The Mayor's Mental Health Task Force was created in 2004 and was the culmination of several years of community concern over the challenges facing Austin and Travis County residents with severe mental illnesses. More than eighty individuals representing over forty organizations worked together for months to develop a report that documented strengths and gaps in mental health services in the community and made recommendations for future action.

Thirty-nine criteria for a mentally healthy community were identified in that report, covering such areas as infrastructure, marketing, policies and plans, programs, training and education. The first report was published in January 2005, and it recommended the formation of a monitoring committee to "take a lead role in monitoring and facilitating the implementation of task force recommendations and coordinating the assistance of existing groups and organizations in that effort."

The Mayor's Mental Health Task Force Monitoring Committee (MMHTFMC) is a broad-based collaborative that has been designated as a Board of Trustee subcommittee of Austin Travis County Integral Care. The monitoring committee has a diverse membership with a wide variety of expertise across the following areas:

- Schools and Youth
- Criminal Justice
- Housing/Access
- Community Awareness and Faith Based Activities.

Supporting agencies and partners include Austin Travis County Integral Care, the Bazelon Center for Mental Health Law, the City of Austin, the Hogg Foundation for Mental Health, St. David's Community Healthcare Foundation and Travis County Health and Human Services and Veterans Service.

The MMHTFMC meets the last Friday of each month.

Deliverables: During 2012, the MMHTFMC will continue to focus its attention on implementing and monitoring strategies to positively impact five of the 39 criteria identified by the Mayor's Mental Health Task Force as needed for a mentally healthy community. These five criteria are 1) the number of people incarcerated by the Texas Department of Criminal Justice who have severe mental illness, 2) the number people readmitted to psychiatric hospitals within 30 days of a previous discharge, 3) the number of people reporting during the intake interview for mental health services that they are in need of housing assistance, and 4) the number of people with mental health issues who show up at area emergency rooms for substance dependence treatment 5) the number of disciplinary removals in the Austin Independent School District.

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Five separate steering committees will oversee the development and implementation of strategies to impact each of the five criteria. The executive coordinator will be the primary liaison between these committees and the Mayor's Mental Health Task Force. The executive coordinator will make regular presentations on the progress of these committees to the task force. Copies of the minutes from the task force meetings will be provided to Travis County. An annual report will be provided by January 30th of each year.

Payment: Travis County's contribution will be used to help pay the executive coordinator's salary.

JANUARY 1, 2012 - DECEMBER 31, 2012

I. CONTRACTOR

Agency Name: Austin Travis County Integral Care

Address: 1430 Collier Street, Austin, Texas 78704; P.O. Box 3548, Austin, Texas 78764-3548

Phone: (512) 447-4141; **Fax:** (512) 440-4081

Contact Person: (Programmatic) Charles Harrison, COO/CFO
Office: (512) 440-4001 Fax: (512) 440-4081

Contact Person: (Financial) Della Thompson, Budget & Analysis Director
Office: (512) 440-4006 Fax: (512) 440-4081

Contact Person: (Program Evaluation) Lorraine Aguirre, Program Evaluator
Office: (512) 440-4049 Fax: (512) 440-4081

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II. MISSION AND VISION OF AGENCY

Vision: A caring and healthy community that supports individuals and families in achieving self-reliance and self-determination.

Mission: To improve the lives of people affected by behavioral health and developmental and/or intellectual challenges.

(See ATCIC FY 2011-2013 Strategic Plan)

III. PROGRAMS:

A. Early Childhood Intervention

Contact Persons: Laurie E. Ruddy, Program Manager

Phone Number: (512) 472-3142

1. SERVICE CATEGORY/TYPE:	**PROGRAM TITLE:**
Developmental Delays or Disabilities	Infant-Parent Program – Early Childhood Intervention (ECI)

2. SCOPE OF PROGRAM SERVICES:

a) Critical condition(s) that will be addressed by the provision of proposed services:

Inadequate supports and resources for consumers and families caring for persons with developmental delays or disabilities.

Insufficient health care options for persons with delays or disabilities.

b) Desired community impact(s) that will result as a consequence of program services:

Increased supports and resources (especially specialized assistance) available for consumers and families caring for persons with developmental delays or disabilities.
Access to de-centralized services (i.e., working with schools, or other community settings).
Access to formal services and informal supports in natural environments (i.e., schools, home, etc.) which are strength-based.
Access to services that are culturally competent.
Customer input ("parents as partners") on: service satisfaction, service delivery, and system change via community forums or similar strategies.
Access to services that are cost-effective and evidence-based.

c) Specific strategies that will be used in the delivery of services.

•Program services to be provided to clients:

Infant Parent Program-ECI offers a variety of service options. These are community-based services which include, but are not limited to: speech/language, occupational and physical therapies, developmental services, and service coordination. Infant Parent Program-ECI offers comprehensive bilingual services including assessment and intervention in Spanish, for families whose primary language is not English. Infant Parent Program-ECI provides on-site hearing testing and the services of a pediatric audiologist.

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•Target population to be served:

The target population is any family residing within the Infant Parent Program designated Service Area who has a child, age birth to three who is at risk for delay due to medical or environmental factors, or whose development is atypical

•Service eligibility requirements:

All children under the age of three who meet Early Childhood Intervention (ECI) guidelines are eligible for service. Beginning January 1, 2005, cost to families will vary depending on ability to pay. Under ECI policies, all families who have children with disabilities are served through a designated provider. Infant Parent Program-ECI is part of an ECI central referral network to assure that each family has services that are accessible.

•Hours of program operation:

Consumers served are from Travis County. The program is located at 1717 West 10th Street, Austin, Texas. Consumers are served in natural environments, such as the child's home, in community child care facilities, or other locations of the family's choice. Business hours are from 8:00 AM to 5:00 PM, Monday through Friday. Service hours are individualized to meet the needs of the family.

•Description of staffing:

Each staff member is required, per year, to maintain the required hours of continuing education and/or in-service training according to their licenses or certification requirements

•Quantity of services that will be provided to clients:

Services are delivered in accordance with the Individualized Family Service Plan (IFSP) and vary based on the child and family's outcomes and needs.

B. Developmental Disabilities Service Coordination

Contact Person: Elaine Whitlock, Associate Director
Phone Number: (512) 483-5861

1.	**Service Category/Type** Developmental Disabilities	**Service Title:** Developmental Disabilities Service Coordination

2. **Scope of Services:**

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a**) Critical condition(s) that will be addressed by the provision of proposed services:**
Inadequate available supports and resources for individuals and their families caring for persons with developmental disabilities

b) Desired community impacts(s) that will result as a consequence of services:

- Reduction in request for institutional care and psychiatric hospitalization due to behavioral issues
- Increase in the number of individuals who remain in the community with appropriate supports
- Strengthening of the individual and families' natural and community support systems.

c) Specific strategies that will be used in the delivery of services:

The plan of services and supports for an individual or family (if the individual is a minor) is based upon a person-directed planning process that describes: the individual's desired outcomes; and the services and supports, including service coordination, services duration and frequency.

Services and supports to be provided to individuals:

Assistance in accessing medical, social, educational, and other appropriate services and supports that will help a consumer achieve quality of life and community participation acceptable to the individual/family as described in the person directed plan. Service coordination functions are:

Assessment—identifying the consumer's needs and the services and supports that address those needs as they relate to the nature of the consumer's presenting problem and disability;

Service planning and coordination—identifying, arranging and advocating, collaborating with other agencies, and linking to the delivery of outcome-focused services and supports that address the consumer's needs and desires;

Monitoring—ensuring that the consumer receives needed services, evaluating the effectiveness and adequacy of services and determining if identified outcomes are meeting the individual's needs and desires; and Crisis prevention and management—linking and assisting the consumer to secure services and supports that will prevent or manage a crisis.

- **Target population to be served:**
  Individuals identified as the priority population by the Texas Department of Aging and Disabilities Services, which consists of : persons with mental retardation, as defined by the Texas Health and Safety Code §591.003, individuals with pervasive developmental disorder; individuals with a related condition who are eligible for ICF/MR programs; HCS (Home and Community Based Services) program or TxHmL (Texas Home Living program); or nursing facility residents eligible for specialized services pursuant to Section 1919(e)(7) of the Social Security Act; and children who are eligible for Early Childhood Intervention Services.

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- **Service Eligibility Requirements**
  Individuals in the target population, who are residents of Travis County, meet diagnostic eligibility criteria through and assessment and give written voluntary consent for services. Services are provided on a sliding fee scale and no one is refused services based upon an inability to pay.

- **Hours of operation:**
  Service hours are Monday through Friday, 8:00am—5:00pm and by appointment.

- **Geographical area from which the clients will come and site(s) where services will be provided:**
  The services are provided in a variety of community based settings, including but not limited to, the consumer or family home, schools, other social services programs and offices, and other locations. Developmental Disabilities program staff is located at 5225 North Lamar, Austin, Texas 78751.

- **Description of Staffing:**
  The Developmental Disabilities service coordination unit includes the Associate Director, two supervisors, and administrative support professional and approximately 14 service coordinators. All service coordinators have at least a bachelor's degree in a human services field and have received training concerning case management activities.

- **Indicate the quantity of services that will be provided to clients:**
  Duration, intensity and frequency of services is based upon assessment and described in the person directed or family directed plan.

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C. Psychiatric and Counseling Services

Contact Person: Rosa Hernandez, Program Manager

Phone Number: (512) 804-3600

1. CATEGORY/TYPE: TITLE:	**SERVICE PROGRAM**
Adult Mental Health Services	Behavioral Health

2. SCOPE OF PROGRAM SERVICES:

Psychiatric and Counseling Services serves adults who are in need of ongoing psychiatric services.

a) Critical condition(s) that will be addressed by the provision of proposed services:

According to the Community Action Network's report, Prescription for Wellness (2001), it is estimated that 21% of Travis County residents have a mental illness. Human and economic

costs, ranging from diminished functioning to premature death, can occur with mental disorders, making the accessibility of appropriate treatment "essential for the viability of the community" (CAN, 2001). While not solely a psychiatric issue, 80 to 90 percent of people who die by suicide are suffering from a diagnosable mental illness (http://www.cdc.gov/omh/AMH/factsheets/mental.htm). In Travis County, the suicide rate in 2004 was 11.4 per 100,000 residents (http://www.mmhtfmc.org/).

b) Desired community impact(s) that will result as a consequence of program services:

Reduction in adult suicide rate.
Reduction in contact with criminal justice system/arrests.
Reduction in need for crisis intervention services.
Reduction in need for crisis respite services.
Reduction in need for in-patient services.
Increased percentage of individuals with mental illness who remain stable and in the community through mental health support services.
Increased percentage of individuals who are not arrested or re-arrested.

c) Specific strategies that will be used in the delivery of services:

- **Describe program services to be provided to clients:**

Psychiatrists at Psychiatric and Counseling Services provide evaluation, medication maintenance, and medication education to ATCIC consumers, including those who are dually diagnosed with a substance use disorder and mental illness and/or mental retardation. Nurses provide medication monitoring to include medication education as well as providing ongoing assessments and evaluations as they work closely with the consumer's physician. Licensed therapists provide both individual and group counseling.
The service provider and the consumer collaboratively develop these services.

- **Target population to be served:**

Texas Department of State Health Services Target Population; adults with diagnoses of schizophrenia, bi-polar disorder or clinically severe depression. Target population does not exclude those with current or previous involvement with the criminal justice system.

- **Service eligibility requirements:**

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Consumers must be residents of the Austin/Travis County area, be able to engage in outpatient services, and must provide written consent for evaluation and care unless involuntarily committed by the Court. Services are provided on a sliding fee scale. No one is refused service because of inability to pay.

•Hours of program services:

Hours of service are Monday- Friday, 8:00 AM - 5:00 PM.

•Geographical area from which the clients will come and site(s) where services will be provided:

Consumers served are from Austin/Travis County. Site address is 1631 D East 2nd Street, Austin, Texas, 78702

- **Description of services:**

  Psychiatric and counseling services are staffed by both licensed and non-licensed mental health professionals, licensed nurses, and psychiatrists. All staff is trained in working with persons with severe mental illnesses and co-occurring substance use disorders. An adequate number of staff is maintained to meet the needs of the children and family served as determined by the individualized service plans. Staff provides support services to assess the mental health needs of those individuals who are not in crisis. (Crisis Services for adults are provided through Psychiatric Emergency Services.) The psychiatrists and nurses monitor the effectiveness of the medication and provide information about the benefits, risks, and potential side effects. Service Coordinators provide support for this service by addressing the importance of compliance with the prescribed medication regimen in individual monitoring sessions and providing individual service plan agreements that insure consumer feedback and participation with the treatment interventions provided. Psychiatric Rehabilitation Therapists provide the community support services in the home or other locations that provide an in-vivo experience to assist in shaping successful behaviors towards consumer identified goals. Licensing and continuing education requirements vary according to the individual, specific to the stipulations of his or her profession.

- **Quantity of services that will be provided to clients:**

  Consumers are provided with the frequency and quantity of services necessary to maintain community life. At a minimum, consumers are seen every 90 days for medication monitoring by their attending psychiatrists.

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Consumers receive a minimum of 20 minutes of service every 90 days of medication monitoring from their attending psychiatrists. Each consumer receives a full psychiatric evaluation when entering as a first time consumer. Each consumer receives an initial treatment plan appointment, usually of thirty-minute duration, and quarterly treatment plan evaluations and reviews, for thirty minutes. Other appointments are available with nurses for medication consultations on an as needed basis. As well, consumers can make appointments with the service coordinator for assistance with other needs. Appointments with nurses can be made within a two-week period, while service coordinator appointments can be made within one working week. The clinic provides unscheduled service requests as "walk ins" where a consumer is seen when there is a "no show" appointment or cancellation.

D. Psychiatric Emergency Services (PES)

Contact Person: Sherry Blyth, Associate Director

Phone Number: (512) 703-1331

1.

CATEGORY/TYPE TITLE:	**SERVICE PROGRAM**
Psychiatric Crisis Services Emergency	Psychiatric Services (PES)

2. SCOPE OF PROGRAM SERVICES:

Psychiatric Emergency Services (PES) provides professional psychiatric screening, evaluation, and short-term crisis intervention for individuals, their families, and/or their significant others.

Adults and children in psychiatric crisis, persons apprehended by law enforcement, persons referred by Brackenridge Hospital and other local hospitals, and individuals seeking in-patient admission to Austin State Hospital and private psychiatric hospitals utilize PES.

a) Critical condition(s) that will be addressed by the provision of proposed services.

According to the Community Action Network's report, Prescription for Wellness (2001), it is estimated that 21% of Travis County residents have a mental illness. Human and economic costs, ranging from diminished functioning to premature death, can

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occur with mental disorders, making the accessibility of appropriate treatment "essential for the viability of the community" (CAN, 2001). While not solely a psychiatric issue, 80 to 90 percent of people who die by suicide are suffering from a diagnosable mental illness (http://www.cdc.gov/omh/AMH/factsheets/mental.htm). In Travis County, the suicide rate in 2004 was 11.4 per 100,000 residents (http://www.mmhtfmc.org/).

b) Desired community impact(s) that will result as a consequence of program services:

Reduction in adult suicide rate.
Reduction in contact with criminal justice system/arrests.
Reduction in hospital bed days.

c) Specific strategies (plan of action) that will be used in the delivery of services.

•Program services to be provided to clients:

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- 24-hour crisis walk-in services.
- Psychiatric screening and assessment
- Brief crisis intervention services
- 24-hour information and referral to appropriate community services.
- On-site psychiatric and nursing services including evaluation and medication prescription.
- Transportation assistance to alternative sites or programs on a limited basis.

•Target population to be served:

Texas Department of State Health Services Priority Population is the target population to be served including adults diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and children with severe and persistent mental illness, not excluding those with current or previous involvement with the criminal justice system. Anyone in psychiatric emergency can receive triage and assessment through PES, regardless of their meeting DSHS priority population criteria.

•Service eligibility requirements:

All persons who request assessment and/or demonstrate need of psychiatric emergency services. No one is refused services due to inability to pay. All services comply with required State licensure and/or other standards.

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•**Hours of program services:**

Hours of service are 24-hours a day, 365 days a year.

•**Geographical area from which the clients will come and site(s) where services will be provided:**

Consumers served are from Austin/Travis County. Site address is Nadine L. Jay Center, 56 East Avenue, Austin, Texas 78701.

•**Description of staffing:**

PES is staffed 24 hours a day, 7 days a week with licensed staff that is specifically trained in assisting consumers in crisis. Psychiatric services are available on site and through an on call system. Staffing patterns are available upon request.

Licensing and continuing education requirements vary according to the individual, specific to the stipulations of his or her profession.

• **Quantity of services that will be provided to clients:**

Services are provided as needed on an emergency basis.

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E. The Inn

Contact Person: Sherry Blyth, Associate Director

Phone Number: (512) 703-1331

1. CATEGORY/TYPE:	**SERVICE PROGRAM TITLE:**
Psychiatric Crisis Services	The Inn

2. SCOPE OF PROGRAM SERVICES:

The Inn is a 16-bed crisis residential program that provides a structured environment for persons in crisis or experiencing acute psychiatric distress. The Inn is designed to stabilize the immediate psychiatric crisis and link consumer with continuity of care resources post discharge.

a) Critical condition(s) that will be addressed by the provision of proposed services.

According to the Community Action Network's report, Prescription for Wellness (2001), it is estimated that 21% of Travis County residents have a mental illness. Human and economic costs, ranging from diminished functioning to premature death, can occur with mental disorders, making the accessibility of appropriate treatment "essential for the viability of the community" (CAN, 2001). While not solely a psychiatric issue, 80 to 90 percent of people who die by suicide are suffering from a diagnosable mental illness (http://www.cdc.gov/omh/AMH/factsheets/mental.htm). In Travis County, the suicide rate in 2004 was 11.4 per 100,000 residents, (http://www.mmhtfmc.org/).

b) Desired community impact(s) that will result as a consequence of program services:

Reduction in adult suicide rate.
Reduction in contact with criminal justice system/arrests
Reduction in hospital bed days.
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c) Specific strategies that will be used in the delivery of services:

•Program services to be provided to clients:

The Inn is a short term crisis residential program that offers a structured, supervised environment for adult consumers with severe and persistent mental illness in moderate to severe psychiatric crisis. Consumers in other ATCIC day programs utilize this service when their living situation is negatively impacting their ability to participate. Supportive counseling, group socialization, skills training, medication maintenance, and coordination of care with primary treatment units are provided.

•Target population to be served:

Texas Department of State Health Services Priority Population is the target population to be served including adults with diagnoses of schizophrenia, bi-polar disorder or clinically severe depression, not excluding those with current or previous involvement with the criminal justice system. Eligible persons also includes individuals outside the target population who meet crisis residential services criteria.

•Service eligibility requirements:

Eligible consumers are persons who meet the Texas Department of State Health Services Priority Population including adults with diagnoses of schizophrenia, bi-polar disorder or clinically severe depression and/ or high risk for psychiatric decompensation. Eligible persons also includes

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individuals outside the target population who meet crisis residential services criteria.

•Hours of program services:

24-hours a day, 365 days a year.

•Geographical area from which the clients will come and site(s) where services will be provided:

Consumers served are Austin/Travis County residents. Services are provided at the Nadine L. Jay Center, 56 East Avenue, Austin, Texas 78701.

•Description of staffing:

Staff working at the Inn are have specialized training in mental illness and substance use disorders. Clinical, nursing and psychiatric services are provided through staff at Psychiatric Emergency Services. Staffing patterns are available upon request. The Inn is staffed with licensed nurses 24/7.

•Quantity of services that will be provided to clients:

Consumers receive an average of 2-10 consecutive days of services.

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F. Mobile Crisis Outreach Team (MCOT)

Contact Person: Sherry Blyth, Associate Director Program Title: Mobile Phone Number: 703-1331 Crisis Outreach Team (MCOT)

1. SERVICE CATEGORY/TYPE
Psychiatric Crisis Services

2. SCOPE OF PROGRAM SERVICES:

The Mobile Crisis Outreach Team (MCOT) serves residents of Travis County who are experiencing psychiatric crisis. MCOT is designed to respond swiftly and go out to the individual in the community. As part of ATCIC's continuum of comprehensive psychiatric crisis services, the team works in close conjunction with ATCIC's Psychiatric Emergency Services (PES) and the Crisis Intervention Teams (CIT) of Austin Police Department (APD) and Travis County Sheriff's Department (TCSO).

a) Critical condition(s) that will be addressed by the provision of proposed services.

According to the Community Action Network's report, Prescription for Wellness (2001), it is estimated that 21% of Travis County residents have a mental illness. Human and economic costs, ranging from diminished functioning to premature death, can occur with mental disorders, making the accessibility of appropriate treatment "essential for the viability of the community" (CAN, 2001). While not solely a psychiatric issue, 80 to 90 percent of people who die by suicide are suffering from a diagnosable mental illness (http://www.cdc.gov/omh/AMH/factsheets/mental.htm). In Travis County, the suicide rate in 2004 was 11.4 per 100,000 residents, (http://www.mmhtfmc.org/).

b) Desired community impact(s) that will result as a consequence of program services:

Reduction in adult suicide rate.
Reduction in contact with criminal justice system/arrests
Reduction in hospital bed days

c) Specific strategies that will be used in the delivery of services:

•Program services to be provided to clients:

MCOT provides a combination of crisis services including psychiatric assessments, crisis intervention services, brief follow-up and service linkage to adults, children and adolescents in non-clinical, community settings. MCOT screens and assesses for imminent risk and need for in-patient hospitalization.

•Target population to be served:

Eligible consumers are residents of Travis County who are experiencing psychiatric crisis. Texas Department of State Health Services Priority Population is the target population to be served including adults, children, and adolescents with diagnoses of schizophrenia, bi-polar disorder or clinically severe depression, not excluding those with current or previous involvement with the criminal justice system. Eligible persons also include individuals outside the target population who meet MCOT services criteria.

•Service eligibility requirements:

Eligible consumers are residents of Travis County who are experiencing psychiatric crisis. Eligible persons also include

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individuals outside the target population who meet MCOT services criteria. These services are designed to reach individuals at their place of residence, school and/or other community-based safe locations. Children's crisis services are flexible, multi-faceted, and immediately accessible services provided to children and adolescents at high risk for hospitalization or out-of-home placement. The services link children and families with intensive evidenced-based treatments designed to be family-focused, intensive, and time-limited.

•Hours of program services:

24-hours a day, 365 days a year.

•Geographical area from which the clients will come and site(s) where services will be provided:

Consumers are served in the community setting in Travis County. The program offices are at the Nadine L. Jay Center, 56 East Avenue, Austin, Texas 78701.

•Description of staffing:

MCOT is staffed by licensed clinicians on all shifts. MCOT also has a licensed prescriber who provides psychiatric evaluations and medications. MCOT staff have specialized training in mental illness and substance use disorders. Clinical and psychiatric services are provided in the community and in close conjunction with Psychiatric Emergency Services, The Inn, and Next Step Crisis Respite. Staffing patterns are available upon request.

•Quantity of services that will be provided to clients:

Consumers receive an average of 1-4 visits within a 30 day period.

G. Child and Family Services

Contact Person: Arturo Hernandez, Director
Phone Number: (512) 440-4068

1.	
CATEGORY/TYPE:	**SERVICE PROGRAM**
TITLE:	
Children's Mental Health Services	Child and Family Services

2. SCOPE OF PROGRAM SERVICES:

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a) Critical Condition(s) that will be addressed by the provision of proposed services:

According to the U. S. Department of Health and Human Services, 1 in 5 children in the United States has a mental, emotional or behavioral problem In addition, two-thirds of these children do not receive the help they need (USDHHS). Data from the Texas Council on Offenders With medical and Mental illnesses (TCOOMMI) Biennial Report indicate that 25% of all youth in the juvenile justice system have a mental illness. In addition, there is a correlation of children's mental health problems related to child maltreatment, family dynamics, divorce, domestic violence and other family/environmental stresses.

According to the National Institute of Mental Health, suicide was the 3rd leading cause of death among young people 15 to 24 years of age (rate of 10.4 per 100,000, or .01%) in the United States. The suicide rate among children ages 10-14 was 1.5 per 100,000, with four times more males committing suicide than females. The suicide rate among adolescents aged 15-19 was 8.2 per 100,000, with five times more males committing suicide than females. (http://www.nimh.nih.gov/research/suifact.cfm).

The Systems of Care model of service delivery and the wraparound approach to service planning and coordination is identified as a best practice in the provision of services to children with a severe emotional disturbance. In support of Travis County's efforts in continuing to develop a Systems of Care model, children and their families will be provided access to this service delivery model as appropriate. The utilization of the Systems of Care model will help ensure that children and families receive services based on family strengths, and that they will have access to a variety of both formal and informal supports.

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b) Desired community impact(s) that will result as a consequence of program services:

- Reduction of abusive family dynamics in children and families.
- Improved school behavior.
- Decrease in re-arrest rates for youth with mental impairments who have been arrested in the past.
- Improved social and emotional functioning of children and families.
- Reduction of youth suicide rate.
- Decrease in co-occurring substance use.
- Access to care coordination services using the wraparound approach.
- Access to de-centralized services (i.e., working with schools, or other community settings).

- Access to formal services and informal supports in natural environments (i.e., schools, home, etc.) which are strength-based.
- Access to services that are culturally competent
- Customer input ("parents as partners") on: service satisfaction, service delivery, and system change via community forums or similar strategies.
- Access to services that are cost-effective and evidence-based.
- Maintenance and expansion of collaborations among child-serving agencies.

c) Specific strategies that will be used in the delivery of services:

- **Program services to be provided to clients:**

1. Intensive Outpatient Services.

   These services include: individual and family counseling and skills trainings, psychiatric evaluations and medication maintenance (as needed), care coordination/intensive case management using the wraparound approach, information and referral services, home-based intervention and school-based intervention.

- **Target population to be served:**

Intensive outpatient services are provided to children between the ages of 3 and 18 who have a diagnosis of mental illness who exhibit severe emotional or social disabilities that are life-threatening or require prolonged intervention.

- **Service eligibility requirements:**

Outpatient services are available to children ages 3 through 17 with a diagnosis of mental illness who exhibit serious emotional, behavioral or mental disorders and who: (1) have a serious functional impairment; or (2) are at risk of disruption of a preferred living or child care environment due to psychiatric symptoms; or (3) are enrolled in a school system's special education program because of serious emotional disturbance.

- **Hours of program services:**

Outpatient services are available between 8 AM and 6:30 PM, Monday through Thursday and between 8 AM and 5PM on Friday, with flexibility in evening scheduling as needed and 24 hour availability, as needed, in case of emergency. However, home-based services are provided at times and dates convenient to the family receiving services.

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Psychiatric emergency services are available 24 hours a day, 365 days a year through the Psychiatric Emergency Services program.

•Geographical area from which the clients will come and site(s) where services will be provided:

The services are provided to Austin/Travis County residents. Services are provided at various locations including: ATCIC's Child and Family Services Building at 105 W. Riverside Drive, Austin, Texas 78704, North Lamar Professional Building (NLPB) at 5225 North Lamar, Austin, Texas, individual families' homes, schools, Department of Family & Protective Services offices, Juvenile Court offices, and other locations as needed within the community.

•Description of staffing:

Child and Family Services staff includes board certified child and adolescent psychiatrists and licensed therapists, qualified mental health professionals, intensive case managers and a parent partner. We have bilingual staff for our Spanish speaking families. Staffing patterns are available upon request.

•Indicate the quantity of services that will be provided to clients

Intensive outpatient services are based on the individual needs of the child.

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H. COPSD PROGRAM

Contact Person: Abraham Minjarez, Associate Director
Phone Number: (512) 445-7783

1. CATEGORY/TYPE: TITLE:	**SERVICE PROGRAM**
Co-Occurring Use Disorders	COPSD Program

2. SCOPE OF PROGRAM SERVICES:

a) Critical Condition(s) that will be addressed by the provision of proposed services.

Substance use substantially impacts our Community as evidenced by the direct relationship between substance use and the following areas:

- unstable family relationships
- criminal activity
- arrests for non-violent crimes
- incarceration
- homelessness

- decreased worker productivity

There is a known and observed relationship between the transmission of diseases such as HIV/AIDS, Tuberculosis and Hepatitis and behaviors associated with substance use.

b) Desired community impact(s) that will result as a consequence of program services:

Reduction in the rate of substance use in the community by development of a continuum of care for Travis Country residents, which includes prevention, assessment, treatment, case management and outcome evaluation.

c) Specific strategies that will be used in the delivery of services:

- **Program services to be provided to clients:**

Services provided at COPSD are for adults (age 18 and older) seeking chemical dependency and mental health services who have a diagnosis of substance use disorders and mental illnesses. Consumers accessing services will be assessed prior to admission in order to determine appropriate level of care and other psychosocial needs. Generally the treatment episode is between four to six months based on the consumer's needs. The COPSD program expects to serve 280 unduplicated consumers this year. The length of time in services depends on individual consumer needs and review of progress by the treatment team. Services presently include 12-Step Recovery groups, addiction education, individual counseling, cognitive behavioral education, relapse prevention, Good Chemistry Groups, referral for HIV/AIDS and/or Tuberculosis testing and treatment, and structured discharge planning. Services are provided in a gender and culturally specific manner. Individuals receive services as determined by the recommendation of level of care. The COPSD Program functions out of the Oak Springs facility which is licensed by the Texas Department of State Health Services (TDSHS). It should be noted that current funding, regulatory, or managed care demands might influence the structure and type of services available at this site in the future.

- **Target population to be served:**

A common high risk factor is that many consumers served have no sober social support or families. Consumers are referred to support groups, introduced to support groups within the community, provided skills training and psychosocial education about how to successfully manage both or all of their illnesses at one time.

- **Service eligibility requirements:**

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Consumers must be 18 years or age; physically and mentally able to participate in the program; willing and able to comply with treatment activities and rules; and must not be actively homicidal, suicidal or at risk for violent behavior. Consumers are charged on a sliding fee scale basis. No one is refused treatment due to an inability to pay.

- **Hours of program services:**

  Program hours are currently 8am –5pm, Monday through Friday and 24/7 on-call.

- **Geographical area from which the clients will come and site(s) where services will be provided:**

  Services are primarily provided in the community. Target areas for consumers to be served are Austin-Travis County and surrounding counties in Central Texas. Consumers from anywhere in Texas are eligible for services if an appropriate referral to ATCIC has been made.

- **Description of Staffing:**

  All staff members with direct care consumer contact have formal training (college courses or accredited workshops) in substance use disorders and co-occurring mental illnesses. COPSD Specialists carry a caseload as defined by DSHS and are LCDC's or QMHP's).

- **Quantity of services that will be provided to clients:**

  COPSD consumers receive a minimum of 4 hours of services per week. The focus of all treatment is on abstinence &/or harm reduction until abstinent from alcohol and other drugs, and teaching individuals adaptive strategies for managing interpersonal situations, negative affective states and leisure time. These skills are taught through interactive discussions, modeling of skills and homework.

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I. Safe Haven

Contact Person: David Gomez, Program Manager

Phone Number: (512) 804-3550 or 478-5644

1.	**SERVICE PROGRAM**
CATEGORY/TYPE:	
TITLE:	
Homeless	Safe Haven
Mental Health	
Co-Occurring Diagnoses	

2. SCOPE OF PROGRAM SERVICES:

a) Critical condition(s) that will be addressed by the provision of proposed services.

Provide shelter for homeless persons with mental illness and co-occurring substance use disorders. Traditional shelter environments are usually difficult for these individuals to access and to remain in services.

b) Desired community impact(s) that will result as a consequence of program services:

Increase in the number of homeless persons with severe mental illness and co-occurring substance use disorders who receive shelter.

c) Specific strategies that will be used in the delivery of services:

•Program services to be provided to clients

Low demand shelter is provided at the Safe Haven. It is a 16-bed program which provides a 24-hour staff supervised safe environment with showers, toilets, beds and linens, three nutritious meals per day, nurse assessment, and linkage to needed medical services. When an individual expresses willingness to accept linkage to additional community supports, linkage is provided to those services.

• Target population to be served:

The target population consists of adults who fit the HUD definition of "homeless" and who have symptoms or diagnoses of severe mental illness. Individuals with co-occurring substance use disorders are also eligible.

•Service eligibility requirements:

Consumers must be 18 years of age, homeless and have behavioral health disorders.

- **Hours of program services:**

The Safe Haven is a program that provides 24-hour shelter, 7 days per week.

•Geographical area from which the clients will come and site(s) where services will be provided:

The ACCESS Outreach Team, which can be contacted at 478-5644, provides outreach services and screening for persons

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identified as potential Safe Haven Program participants. Outreach is performed in Austin/Travis County, mainly in traditional day and night shelters and greenbelt areas. The Safe Haven program is located at 5307 Riverside Street, Austin, Texas, 78741 (On Faro St.).

•Description of staffing:

All staff members with direct care consumer contact have had formal training (college courses or accredited workshops) in substance use disorders and mental illness services. They are familiar with the needs of homeless individuals and are trained in the philosophy of "low demand shelter." Staffing patterns are available upon request.

•Quantity of services that will be provided to clients:

Services are provided 24 hours per day for up to 16 persons per day.

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PERFORMANCE MEASURES

JANUARY 1, 2012 – DECEMBER 31, 2012

1. Infant-Parent Program

a. Outcome measure(s):

1. **OUTCOME:** Ninety-five percent (95%) of children with developmental delays or developmental disabilities make measurable progress in their development.

   MEASURE: Day-C, Hawaii Early Learning Profile (H.E.L.P.) Strands or other assessments in deficit areas used at baseline, and at one (1) year of service.

2. **OUTCOME:** Maintain customer satisfaction of 90% or better as measured by the modified (excludes questions not applicable to age group served) MHSIP Consumer Survey for Children and Families.

   MEASURE: MHSIP Consumer Survey for Children and Families, provided to families of consumers served, with a target return rate of 20%.

b. Output measure:

OUTPUT: Provide services to 802 unduplicated consumers.

MEASURE: Number of Unduplicated Clients Served by program per Management Information System (MIS) Anasazi Software.

c. Customer satisfaction measured:

Consumer Satisfaction is measured on a bi-annual basis, using an instrument designed by the Mental Health Statistic Improvement Program (MHSIP). Results of consumer satisfaction are generated through ATCIC's Quality Management (QM) function and shared Center wide via the Center Intranet. Results are reviewed by the Quality Leadership Team (QLT) on a bi-annual basis, which allows implementation of continuous quality improvement regarding consumer satisfaction. Any identified problems are referred by the QLT to a Quality Improvement Team (QIT), as a Quality Improvement Project (QIP), for final resolution.

d. Demographic data that will be collected:

Demographic data are collected in the Anasazi Client Data system. Quarterly reports describing demographic information are generated by ATCIC's QM function. Reports summarize the gender, ethnicity, zip codes, income and age of consumers served.

2. Developmental Disabilities Service Coordination

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a. Outcome measure(s):

1. **OUTCOME:** 98% of individuals/families receive linkage to services and supports identified in plan.

MEASURE: Documentation of identified services received in Management Information System (MIS) Anasazi Software.

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2. **OUTCOME:** Maintain a customer satisfaction rate of 90% or better as measured by ATCIC-DD Services Satisfaction Survey.

MEASURE: ATCIC – DD Services Satisfaction Survey, conducted in an interview setting by an individual contracted by, but external to, the Center.

b. Output measure(s):

1. **OUTPUT:** Provide services to 320 unduplicated consumers.

MEASURE: Number of Unduplicated Clients Served by program per Management Information System (MIS) Anasazi Software.

c. Customer satisfaction measured:

Customer satisfaction for consumers identified as having a developmental disability is measured by use of an instrument designed by ATCIC's Development Disabilities Division and ATCIC's Quality Management (QM) function. The instrument is tailored to the needs of persons with mental retardation/developmental disabilities. Consumer satisfaction is measured on a monthly basis with this instrument. Results of consumer satisfaction are generated on a quarterly basis through ATCIC's Quality Management (QM) function and shared throughout ATCIC via its Intranet. Results are reviewed by the Quality Leadership Team on a bi-annual basis, which allows implementation of continuous quality improvement regarding consumer satisfaction. Any identified problems are referred by the QLT to a Quality Improvement Team (QIT), as a Quality Improvement Project (QIP), for final resolution.

d. Demographic data that will be collected:

Demographic data are collected on the Anasazi Client Data system. Quarterly reports describing demographic information are generated by ATCIC's QM function. Reports summarize the gender, ethnicity, zip codes, income and age of consumers served.

3. Psychiatric and Counseling Services

a. Outcome measure(s):

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1. **OUTCOME:** Maintain 97% or more Psychiatric and Counseling Services ATCIC priority population consumers stable and in the community.

   MEASURE: Rate of Consumers receiving Psychiatric and Counseling Services who had no Psychiatric hospitalization during the reporting period.

2. **OUTCOME:** Maintain a consumer satisfaction rate of 90% or better as measured by the MHSIP Consumer Survey.

   MEASURE: MHSIP Consumer Survey

b. Output measure(s):

1. **OUTPUT:** 4,500 unduplicated consumers will be served at Psychiatric and Counseling Services.

   MEASURE: Management Information system (MIS) Anasazi Software

2. **OUTPUT:** 37,500 consumer hours of service.

   MEASURE: Number of Unduplicated Clients Served by program per Management Information system (MIS) Anasazi Software.

c. Customer satisfaction measures:

Consumer Satisfaction is measured on a bi-annual basis, using an instrument designed by the Mental Health Statistic Improvement Program (MHSIP). Results of consumer satisfaction are generated through ATCIC's Quality Management (QM) function and shared throughout ATCIC via its Intranet. Results are reviewed by the Quality Leadership Team (QLT) on a bi-annual basis, which allows implementation of continuous quality improvement regarding consumer satisfaction. Any identified problems are referred by the QLT to a Quality Improvement Team (QIT), as a Quality Improvement Project (QIP), for final resolution.

d. Demographic data that will be collected:

Demographic data are collected on the Anasazi Client Data system. Quarterly reports describing demographic information are generated by ATCIC's QM function. Reports summarize the gender, ethnicity, zip codes, income and age of consumers served.

4. Psychiatric Emergency Services (PES)

a. Outcome measure(s):

1. **OUTCOME:** Maintain youth and adult suicide rates of less than 1% within 48 hours of last service at PES.

   MEASURE: ATCIC Incident Reports; ATCIC Death Reviews.

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2. **OUTCOME:** Maintain youth and adult suicide rates of less than 1% within 30 days of last service at PES.

   MEASURE: ATCIC Incident Reports; ATCIC Death Reviews.

3. **OUTCOME:** Maintain customer satisfaction of 90% or better as measured by the Client Satisfaction Questionnaire 8 (CSQ-8).

   MEASURE: CSQ-8.

b. Output measure(s):

1. **OUTPUT:** 4,000 unduplicated adults and 400 unduplicated children will be served by PES.

   MEASURE: Number of Unduplicated Clients Served by program per Management Information System (MIS) Anasazi.

c. Customer satisfaction measures.

Consumer Satisfaction is measured on a monthly basis, using the Client Satisfaction Questionnaire-8. Results of consumer satisfaction are generated through ATCIC's Quality Management (QM) function and shared throughout ATCIC via its Intranet. Results are reviewed by the Quality Leadership Team (QLT) on a monthly basis, which allows implementation of continuous quality improvement regarding consumer satisfaction. Any identified problems are referred by the QLT to a Quality Improvement Team (QIT), as a Quality Improvement Project (QIP), for final resolution.

d. Demographic data that will be collected:

Demographic data are collected on the Anasazi Client Data system. Quarterly reports describing demographic information are generated by ATCIC's QM function. Reports summarize the gender, ethnicity, zip codes, income and age of consumers served.

5. The Inn

a. Outcome measure(s):

1. **OUTCOME:** Maintain adult suicide rates of less than 1% occurring within 48 hours of last service at The Inn.

   MEASURE: ATCIC Incident Reports; ATCIC Death Reviews.

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2. **OUTCOME:** Maintain adult suicide rates of less than 1% occurring within 30 days of last service at The Inn

   MEASURE: ATCIC Incident Reports; ATCIC Death Reviews.

3. **OUTCOME:** Maintain customer satisfaction of 90% or better as measured by Client Satisfaction Questionnaire 8 (CSQ-8).

   MEASURE: CSQ-8

b. Output measure(s):

1. **OUTPUT:** 4,000 Bed days will be provided by The Inn.

   MEASURE: Management Information System (MIS) Anasazi Software.

2. **OUTPUT:** Provide services to 400 unduplicated consumers at The Inn.

MEASURE: Number of Unduplicated Clients Served by program per Management Information System (MIS) Anasazi Software.

c. Customer satisfaction measures.

Consumer Satisfaction is measured on a monthly basis, using the Client Satisfaction Questionnaire-8. Results of consumer satisfaction are generated through ATCIC's Quality Management (QM) function and shared throughout ATCIC via its Intranet. Results are reviewed by the Quality Leadership Team (QLT) on a monthly basis, which allows implementation of continuous quality improvement regarding consumer satisfaction. Any identified problems are referred by the QLT to a Quality Improvement Team (QIT), as a Quality Improvement Project (QIP), for final resolution.

d. Demographic data that will be collected:

Demographic data are collected on the Anasazi Client Data system. Quarterly reports describing demographic information are generated through ATCIC's QM function. Reports summarize the gender, ethnicity, zip codes, income and age of consumers served.

6. Children's Mental Health Services

a. Outcome measure(s):

1. **OUTCOME:** 35% of all children with moderate to high functioning impairment will have clinically acceptable or improving functioning.

   MEASURE: Child and Adolescent Texas Recommended Assessment Guidelines (CA-TRAG) – baseline at entry to program, second assessment at 90 days of services, and 90 days thereafter.

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2. **OUTCOME:** Parent and child satisfaction.

- Parent Satisfaction Target: 90% of parents responding to survey will be satisfied with services.
- Child Satisfaction Target: 90% of children responding to survey will be satisfied with services.

MEASURE: MHSIP Consumer Survey for Children and Families.

3. **OUTCOME:** A Network of traditional and non-traditional providers will be maintained (within funding parameters) to support the wraparound approach.

MEASURE: Number of Network providers **per**
Management Information System (MIS) Anasazi Software.

b. Output measure(s):

1. **OUTPUT:** Services will be provided to 1,093 unduplicated consumers for individual counseling, family counseling, group counseling, care coordination and psychiatric services (ages 3-17 years).

MEASURE: Number of Unduplicated Clients Served by program per
Management Information System (MIS) Anasazi Software.

c. Customer satisfaction measures:

Consumer Satisfaction is measured on a bi-annual basis, using an instrument designed by the Mental Health Statistic Improvement Program (MHSIP). Results of consumer satisfaction are generated through ATCIC's Quality Management (QM) function and shared throughout ATCIC via its Intranet. Results are reviewed by the Quality Leadership Team (QLT) on a bi-annual basis, which allows implementation of continuous quality improvement regarding consumer satisfaction. Any identified problems are referred by the QLT to a Quality Improvement Team (QIT), as a Quality Improvement Project (QIP), for final resolution.

d. Demographic data that will be collected:

Demographic data are collected on the Anasazi Client Data system. Quarterly reports describing demographic information are generated through ATCIC's QM function. Reports summarize the gender, ethnicity, zip codes, income and age of consumers served.

7. Co-Occurring Psychiatric and Substance Use Disorders (COPSD)

Outcome measure(s):

1. **OUTCOME:** Sixty-five percent (65%) of 280 unduplicated consumers will show no arrests between admission and discharge.

MEASURE: Match between Consumers Served by program per

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Management Information System (MIS) Anasazi Software and DSHS EDTS Jail Match Report.

2. **OUTCOME:** Maintain a consumer satisfaction rate of 90% or better.

   MEASURE: MHSIP Consumer Satisfaction Survey

b. Output measure(s):

1. **OUTPUT:** COPSD will serve 280 unduplicated consumers.

MEASURE: Number of Unduplicated Clients Served by program per Management Information System (MIS) Anasazi Software.

c. Consumer satisfaction measures:

Consumer Satisfaction is measured on a bi-annual basis, using an instrument designed by the Mental Health Statistic Improvement Program (MHSIP). Results of consumer satisfaction are generated through ATCIC's Quality Management (QM) function and shared throughout ATCIC via its Intranet. Results are reviewed by the Quality Leadership Team (QLT) on a bi-annual basis, which allows implementation of continuous quality improvement regarding consumer satisfaction. Any identified problems are referred by the QLT to a Quality Improvement Team (QIT), as a Quality Improvement Project (QIP), for final resolution.

d. Demographic data that will be collected:

Demographic data are collected on the Anasazi Client Data system. Quarterly reports describing demographic information are generated by ATCIC's QM function. Reports summarize the gender, ethnicity, zip codes, income and age of consumers served.

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8. Safe Haven

a. Outcome measure(s):

1. **OUTCOME:** Ninety percent (90%) of consumers will be successfully linked to mainstream (regular Adult Mental Health and/or Dual Diagnoses) services by their time of discharge from Safe Haven.

   MEASURE: Safe Haven Discharge Report.

2. **OUTCOME:** Maintain a consumer satisfaction rate of 90% or better.

   MEASURE: Client Satisfaction Questionnaire 8 (CSQ-8)

b. Output measure(s):

1. **OUTPUT:** 45 unduplicated consumers will be served by the Safe Haven Program.

MEASURE: Number of Unduplicated Clients Served by program per Management Information System (MIS) Anasazi Software.

2. **OUTPUT:** 5,625 bed days will be provided by the Safe Haven Program.

   MEASURE: Management Information System (MIS) Anasazi Software.

c. Consumer satisfaction measures:

Consumer Satisfaction is measured on a monthly basis, using the Client Satisfaction Questionnaire-8. Results of consumer satisfaction are generated through ATCIC's Quality Management (QM) function and shared throughout ATCIC via its Intranet. Results are reviewed by the Quality Leadership Team (QLT) on a monthly basis, which allows implementation of continuous quality improvement regarding consumer satisfaction. Any identified problems are referred by the QLT to a Quality Improvement Team (QIT), as a Quality Improvement Project (QIP), for final resolution.

d. Demographic data that will be collected:

Demographic data are collected on the Anasazi Client Data system. Quarterly reports describing demographic information are generated through ATCIC's QM function. Reports summarize the gender, ethnicity, zip codes, income and age of consumers served.

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9. Mobile Crisis Outreach Team **(MCOT)**

a. Outcome measure(s):

1. **OUTCOME:** 75% youth and adult consumers stable and in the community within 48 hours of MCOT service

   MEASURE: ATCIC Incident Reports; ATCIC Death Reviews.

2. **OUTCOME:** Maintain youth and adult suicide rates of less than 1% within 30 days of last service at PES.

   MEASURE: ATCIC Incident Reports; ATCIC Death Reviews.

3. **OUTCOME:** Maintain consumer satisfaction of 90% or better as measured by the Client Satisfaction Questionnaire 8 (CSQ-8).

   MEASURE: CSQ-8.

4. **OUTCOME:** 95% of consumers referred to MCOT by APD, TCSO, and other local law enforcement agencies seen face-to-face by MCOT within 24 hours of referral

MEASURE: Management Information System (MIS) Anasazi or other available database and/or reports maintained by ATCIC.

5. OUTCOME: 15% or less of consumers are hospitalized within 30 days of initial
MCOT services.

MEASURE: Management Information System (MIS) Anasazi or other available database and/or reports maintained by ATCIC.

6. OUTCOME: 95% consumers identified as Emergent seen within 1 hour of PES dispatch.

MEASURE: Management Information System (MIS) Anasazi or other available database and/or reports maintained by ATCIC.

b. Output measure(s):

2. OUTPUT: 500 unduplicated adults and 60 unduplicated children will be served by MCOT. 150 unduplicated adults and 10 unduplicated children served by MCOT will be individuals not currently open to ATCIC services.

MEASURE: Number of Unduplicated Clients Served by program per
Management Information System (MIS) Anasazi.

3. OUPUT: 400 Hotline calls will be referred to MCOT.

MEASURE: Management Information System (MIS) Anasazi or other available database maintained by ATCIC.

c. Customer satisfaction measures.

Consumer Satisfaction is measured on a monthly basis, using the Client Satisfaction Questionnaire-8. Results of consumer satisfaction are generated through ATCIC's Quality Management (QM) function and shared throughout ATCIC via its Intranet. Results are reviewed by the Quality Leadership Team (QLT) on a monthly basis, which allows implementation of continuous quality improvement regarding consumer satisfaction. Any identified problems are referred by the QLT to a Quality Improvement Team (QIT), as a Quality Improvement Project (QIP), for final resolution.

d. Demographic data that will be collected:

Demographic data are collected on the Anasazi Client Data system. Quarterly reports describing demographic information are generated by ATCIC's QM function. Reports summarize the gender, ethnicity, zip codes, income and age of consumers served.

Performance Measures Reporting Requirements:

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a) Quarterly Interlocal and Quarterly Interlocal Demographic Reports
   (1) Due by the 15th of the month following the end of the previous quarter (1/15, 4/15, 7/15, 10/15)
b) Annual Report
   (1) Submitted upon completion
c) Consumer Satisfaction – measured by the Client Satisfaction Questionnaire-8
   (1) Results of consumer satisfaction reported quarterly for each program identified in the work statement

Reports will be submitted to County Contract Manager: Laura Peveto TCHHS/VS – Office of Children Services P.O. Box 1748 Austin, Texas 78767

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2012 Budget ATCIC Main Interlocal
PROGRAM BUDGET DETAIL

Agency: Austin Travis County Integral Care

PERSONNEL	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance - Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
Salaries (insert total from attached worksheet)		$25,000.00	$0.00	$25,000.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	$0.00	$25,000.00	$0.00	$25,000.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	$0.00	$0.00	$0.00	$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Other:				0.00
ATCIC Services		1,411,054.00		1,411,054.00
				0.00
				0.00
				0.00
C. TOTAL DIRECT ASSISTANCE	$0.00	$1,411,054.00	$0.00	$1,411,054.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	$0.00	$0.00	$0.00	$0.00
GRAND TOTAL (A + B + C + D)		$1,436,054.00	$0.00	$1,436,054.00

Note: Grand Total does not include program income

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Travis County Health and Human Services & Veterans Service (TCHHS/VS)

Main Mental Health Interlocal: 2012 Performance Report

Time Period Covered by Report: 1/1/2012 - 12/31/2012 **Date Report is Due to TCHHS/VS:** 1, Q1: 4/16/2012 Q2: 7/16/2012 Q3: 10/15/2012 Q4: 1/15/2013

Section I: Performance Report Information. Please only update the blue shaded cells. The red triangles located in the upper right hand side of some cells provide additional instructions related to the information requested. If you have other questions, please contact your Contract Specialist. Once you have completed the Performance, Demographic, and Zip Code forms for this quarter, please email this file to: CountyAgencyContact@co.travis.tx.us

Legal Agency Name:	Austin Travis County Mental Health Mental Retardation (d.b.a. Austin Travis County Integral Care)	Contract Program Name:	Infant-Parent Program - Early Childhood Intervention (ECI)	Agency Contact Name & Phone No.:		Original Submission Date:	
TCHHS/VS Program Lead & Phone No.:	Laura Peveto, 854-7874	TCHHS/VS Contract Specialist & Phone No.:	John Bradshaw, 854-4277	Contract Term:	January 1, 2012 - December 31, 2012	Date Revised Report was Submitted (if applicable):	

Section II: Performance Data. In this next section, input this program's actual performance results for the quarter covered by this report. If the performance result submitted in a previous quarter was inaccurate, please update this information in this section and *do not change the information presented in previous quarters' worksheets*. Include performance results achieved through funding provided by TCHHS/VS *and* by sources other than TCHHS/VS. Please also ensure that all results presented in this section match when they should. For example, if Output #1 measures the total number of clients served and Outcome Denominator #1b also measures the total number of clients served, then their results (or numbers) should be the same.

TOTAL PROGRAM PERFORMANCE DATA

Performance Measure Identifier	Performance Measure Title		TOTAL PROGRAM ACTUAL QUARTERLY PERFORMANCE RESULTS				YTD PERFORMANCE SUMMARY (Please do not modify information included in this section. If this information is modified, the report will need to be re-submitted.)			
			Q1 Jan. - Mar.	Q2 Apr. - Jun.	Q3 Jul. - Sep.	Q4 Oct. - Dec.	Total Program Q1-Q4 Actual Performance	Total Program 12 Mo. Goal (from contract)	% of 2012 Goal Achieved	Explanation about Variance Required in Comments Section?
OUTPUTS										
OP#1	Number of unduplicated clients served						0	802	0%	Explanation Required
OUTCOMES										
OC#1a	Number of children with developmental delays or developmental disabilities who made measurable progress in their development in: Cognition	(numerator)					0		#DIV/0!	#DIV/0!
OC#1b	Number of children assessed	(denominator)					0		#DIV/0!	#DIV/0!
OC#1c	Percentage of children with developmental delays or developmental disabilities who make measurable progress in their development in: Cognition	(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	95%	#DIV/0!	#DIV/0!
OC#2a	Number of children with developmental delays or developmental disabilities who made measurable progress in their development in: Receptive language	(numerator)					0		#DIV/0!	#DIV/0!
OC#2b	Number of children assessed	(denominator)					0		#DIV/0!	#DIV/0!
OC#2c	Percentage of children with developmental delays or developmental disabilities who make measurable progress in their development in: Receptive language	(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	95%	#DIV/0!	#DIV/0!
OC#3a	Number of children with developmental delays or developmental disabilities who made measurable progress in their development in: Expressive language	(numerator)					0		#DIV/0!	#DIV/0!
OC#3b	Number of children assessed	(denominator)					0		#DIV/0!	#DIV/0!
OC#3c	Percentage of children with developmental delays or developmental disabilities who make measurable progress in their development in: Expressive language	(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	95%	#DIV/0!	#DIV/0!
OC#4a	Number of children with developmental delays or developmental disabilities who made measurable progress in their development in: Gross motor skills	(numerator)					0		#DIV/0!	#DIV/0!
OC#4b	Number of children assessed	(denominator)					0		#DIV/0!	#DIV/0!
OC#4c	Percentage of children with developmental delays or developmental disabilities who make measurable progress in their development in: Gross motor skills	(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	95%	#DIV/0!	#DIV/0!
OC#5a	Number of children with developmental delays or developmental disabilities who made measurable progress in their development in: Fine motor skills	(numerator)					0		#DIV/0!	#DIV/0!
OC#5b	Number of children assessed	(denominator)					0		#DIV/0!	#DIV/0!
OC#5c	Percentage of children with developmental delays or developmental disabilities who make measurable progress in their development in: Fine motor skills	(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	95%	#DIV/0!	#DIV/0!
OC#6a	Number of children with developmental delays or developmental disabilities who made measurable progress in their development in: Self-help skills	(numerator)					0		#DIV/0!	#DIV/0!
OC#6b	Number of children assessed	(denominator)					0		#DIV/0!	#DIV/0!
OC#6c	Percentage of children with developmental delays or developmental disabilities who make measurable progress in their development in: Self-help skills	(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	95%	#DIV/0!	#DIV/0!
OC#7a	Number of children with developmental delays or developmental disabilities who made measurable progress in their development in: Social/Emotional	(numerator)					0		#DIV/0!	#DIV/0!
OC#7b	Number of children assessed	(denominator)					0		#DIV/0!	#DIV/0!

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OC#7c	Percentage of children with developmental delays or developmental disabilities who make measurable progress in their development in: Social/Emotional	(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	95%	#DIV/0!	#DIV/0!
OC#8a	Number of children with developmental delays or developmental disabilities who made measurable progress in their development in: Communication	(numerator)					0		#DIV/0!	#DIV/0!
OC#8b	Number of children assessed	(denominator)					0		#DIV/0!	#DIV/0!
OC#8c	Percentage of children with developmental delays or developmental disabilities who make measurable progress in their development in: Communication	(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	95%	#DIV/0!	#DIV/0!
OC#9a	Number of children with developmental delays or developmental disabilities who made measurable progress in their development in: Physical/Motor	(numerator)					0		#DIV/0!	#DIV/0!
OC#9b	Number of children assessed	(denominator)					0		#DIV/0!	#DIV/0!
OC#9c	Percentage of children with developmental delays or developmental disabilities who make measurable progress in their development in: Physical/Motor	(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	95%	#DIV/0!	#DIV/0!
OC#10a	Number of customers who complete the modfieid Mental Health Statistic Improvement Program (MHSIP) Consumer Survey for Children and Families (excludes questions not applicable to age group served) and report satisfaction with the program	(numerator)					0		#DIV/0!	#DIV/0!
OC#10b	Number of customers who complete the modified Mental Health Statistic Improvement Program (MHSIP) Consumer Survey for Children and Families (excludes questions not applicable to age group served)	(denominator)					0		#DIV/0!	#DIV/0!
OC#10c	Percentage of customers satisfied, as measured by the modified Mental Health Statistic Improvement Program (MHSIP) Consumer Survey for Children and Families (excludes questions not applicable to age group served)	(outcome rate)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	90%	#DIV/0!	#DIV/0!

Section III: Comments. When completing this section, please:

- Avoid acronyms and other jargon that would not be understood by lay persons.
- Briefly explain any missing or incomplete data from Section II.
- Briefly explain every measure listed in Section II that requires an explanation for +/- 10% variance (e.g., "Output #1 is higher than expected because...").
- Provide any information that would be helpful in understanding significant trends or changes in performance levels that may be occurring;
- Document any known problems with the data and plans for addressing them; and
- Document any actions taken related to actions promised in previous quarters' comments.

When budget shifts are expected to change performance +/- 10%, please document the amount of the funding change and the estimated impact on the performance results.

Please note that comments may be used verbatim in public reports.

COMMENTS	
Quarter 1 Comments	
Quarter 2 Comments	
Quarter 3 Comments	
Quarter 4 Comments	

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Travis County Health and Human Services & Veterans Service (TCHHS/VS)

Client Demographics - Year-to-Date Report, 2012

Section I: Demographic Report Information. Please only update the blue-shaded cells. The red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested. If you have other questions, please contact your Contract Specialist. Once you have completed the Performance, Demographic, and Zip Code forms for this quarter, please email this file to CountyAgencyContract@co.travis.tx.us.

Legal Agency Name:	Austin Travis County Mental Health Mental Retardation (d.b.a. Austin Travis County Integral Care)	Contract Program Name:	Main Mental Health Interlocal	TCHHS/VS Program Lead & Phone No.:	Laura Peveto, 854-7874
Agency Contact Name & Phone No.:		Contract Term:	January 1, 2012 - December 31, 2012	TCHHS/VS Contract Specialist & Phone No.:	John Bradshaw, 854-4277

Section II: Demographic Data. In this next section, for the current quarter being reported, please input the number of new, unduplicated clients receiving this program's services. Please note the following:

- To be counted as "new," the client must have begun the program within the contract period or have already been participating in the program the day the contract period began.
- To be counted as "unduplicated," the client must only be counted once during the contract period. The client should be counted in the quarter that includes his/her earliest participation in the program during the contract period.
- Include clients served through funding provided by sources other than TCHHS/VS.
- All results presented in this report should match similar results presented in the Performance and Zip Code Reports. More specifically, the Demographic Report's total count of clients should equal the total number of unduplicated clients served specified in the Performance Report and the total number of unduplicated clients counted in the Zip Code Report.

To be consistent with the methodology used by the U.S. Census Bureau and best practices, it is recommended that clients self-report their demographics when possible. Demographic categories are based on U.S. Census Bureau categories.

Demographic Category	Q1 Jan. - Mar.	Q2 Apr.- Jun.	Q3 Jul. - Sep.	Q4 Oct. - Dec.	Total YTD
GENDER					
Female					0
Male					0
Unknown					0
Total	0	0	0	0	0
ETHNICITY					
Please note that the total count for "Ethnicity" should equal the total count for "Race."					
Hispanic or Latino					0
Not Hispanic or Latino					0
Unknown					0
Total	0	0	0	0	0
RACE					
Population of one race:					
American Indian or Alaska Native					0
Asian					0
Black or African American					0
Native Hawaiian or Other Pacific Islander					0
White					0
Some other race					0
Population of two races:					
American Indian or Alaska Native and White					0
Asian and White					0
Black or African American and White					0
Black or African American and American Indian or Alaska Native					0
All other two race combinations					0
Other and Unknown:					
Other					0
Unknown					0
Total	0	0	0	0	0
AGE					
Under 5					0
5 to 9					0
10 to 14					0
15 to 17					0
18 to 24					0
25 to 39					0
40 to 59					0
60 to 74					0
75 and over					0
Unknown					0
Total	0	0	0	0	0
INCOME STATUS					
<50% of FPIG					0
50 to 100%					0
101% to 150%					0
151% to 200%					0
>200%					0
Unknown					0
Total	0	0	0	0	0

Dates Reports are Due to TCHHS/VS	
Quarter 1 Report	4/16/2012
Quarter 2 Report	7/16/2012
Quarter 3 Report	10/15/2012
Quarter 4 Report	1/15/2013

Section III: Comments. When completing this section, please:

- Avoid acronyms and other jargon that would not be understood by lay persons.
- Briefly explain any missing or incomplete data from Section II.
- Provide a brief explanation if the "Unknown" results from Section II constitute 10% or more of the total number of clients *(will be denoted by text)*.
- Provide any information that would be helpful in understanding significant trends or changes that may be occurring.
- Document any known problems with the data and plans for addressing them; and
- Document any actions taken related to actions promised in previous quarters' comments.

COMMENTS

DRAFT

Travis County Health and Human Services & Veterans Service (TCHHS/VS)

Client Zip Code at Entry into Program - Year-to-Date Report, 2012

Section I: Zip Code Report Information. Please only update the blue-shaded cells. The red triangles located in the upper right-hand side of some cells provide additional instructions related to the information requested. If you have other questions, please contact your Contract Specialist. Once you have completed the Performance, Demographic, and Zip Code forms for this quarter, please email this file to: CountyAgencyContact@co.travis.tx.us.

Legal Agency Name:	Austin Travis County Mental Health Mental Retardation (d.b.a. Austin Travis County Integral Care)	Contract Program Name:	Main Mental Health Interlocal	Contract Term:	January 1, 2012 - December 31, 2012
Agency Contact Name & Phone No.:		TCHHS/VS Program Lead & Phone No.:	Laura Peveto, 854-7874	TCHHS/VS Contract Specialist & Phone No.:	John Bradshaw, 854-4277

Section II: Zip Code Data. For the current quarter being reported, please input the number of new, unduplicated clients receiving this program's services by the zip code where the client resided at the time of entry into the program. Please note the following:

- To be counted as "new," the client must have begun the program within the contract period or have already been participating in the program the day the contract period began.
- To be counted as "unduplicated," the client must only be counted once during the contract period. The client should be counted in the quarter that includes his/her earliest participation in the program during the contract period.
- Include clients served through funding provided by sources other than TCHHS/VS.
- All results presented in this report should match similar results presented in the Performance and Demographics Reports. More specifically, the Zip Code Report's total count of clients should equal the total number of unduplicated clients served specified in the Performance Report and the total number of unduplicated clients counted in the Demographic Report.

Zip Code	Q1 Jan.-Mar.	Q2 Apr.-Jun.	Q3 Jul.-Sep.	Q4 Oct.-Dec.	Total YTD
78610					0
78612					0
78613					0
78615					0
78617					0
78620					0
78621					0
78640					0
78641					0
78645					0
78652					0
78653					0
78654					0
78660					0
78663					0
78664					0
78669					0
78701					0
78702					0
78703					0
78704					0
78705					0
78712					0
78719					0
78721					0
78722					0
78723					0
78724					0
78725					0
78726					0
78727					0
78728					0
78729					0
78730					0

Zip Code	Q1 Jan.-Mar.	Q2 Apr.-Jun.	Q3 Jul.-Sep.	Q4 Oct.-Dec.	Total YTD
78731					0
78732					0
78733					0
78734					0
78735					0
78736					0
78737					0
78738					0
78739					0
78741					0
78742					0
78744					0
78745					0
78746					0
78747					0
78748					0
78749					0
78750					0
78751					0
78752					0
78753					0
78754					0
78756					0
78757					0
78758					0
78759					0

Homeless, Unknown Zip Codes and Zip Codes Outside Travis County

Note: Please do not list other zip codes in this form.

Homeless					0
Zip Codes Outside Travis Co.					0
Unknown Zip Codes					0
TOTAL	0	0	0	0	0

Dates Reports are Due to TCHHS/VS	
Quarter 1 Report	4/16/2012
Quarter 2 Report	7/16/2012
Quarter 3 Report	10/15/2012
Quarter 4 Report	1/15/2013

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Section III: Comments. When completing this section, please:

- Avoid acronyms and other jargon that would not be understood by lay persons.
- Briefly explain any missing or incomplete data from Section II.
- Provide a brief explanation if the "Unknown" results from Section II constitute 10% or more of the total number of clients *(will be denoted by * text)*.
- Provide any information that would be helpful in understanding significant trends or changes that may be occurring.
- Document any known problems with the data and plans for addressing them; and
- Document any actions taken related to actions promised in previous quarters' comments.

COMMENTS

ATTACHMENT 1
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

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

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "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.

_____
Signature of Affiant

_____
Address

SUBSCRIBED AND SWORN TO before me by_____on_____, 20__.

_____

Notary Public, State of _____

Typed or printed name of notary
My commission expires:_____

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ATTACHMENT 2
LIST OF KEY CONTRACTING PERSONS
NOVEMBER 4, 2011

CURRENT

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

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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 .....Patrick Strittmantter*
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 .....Shannon Pleasant, CTPM*
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

Position Held	Name of Individual Holding Office/Position	Date of Expiration
County Executive, TNR	Joseph Gieselman	01/31/12
Purchasing Agent Assistant IV	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget	Rodney Rhoades	08/19/12

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

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Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
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. 9 to Interlocal IL030285LC, City Of Austin, for the Operation and Maintenance Of The Combined Transportation, Emergency & Communications Center (CTECC).

Ø **Purchasing Recommendation and Comments:** Purchasing did not participate in contract negotiations.

Ø

The CTECC program is an interlocal cooperative effort involving partners from the City of Austin, Texas Department of Transportation, Capital Metro and Travis County. All four entities, along with citizens of central Texas currently benefit from ongoing operations at CTECC. This facility houses regional public safety/service systems related to two-way radio communications, computer-aided dispatch, 9-1-1, mobile data, joint emergency operations, and intelligent transportation. County emergency management activities presently operate out of CTECC, as does Sheriff dispatch functions.

Travis County Emergency Services recommends approval of this modification. Given that this agreement automatically renews annually, the requested action will be an internal administrative change for informational purposes and to confirm contractual spending authority for Travis County's portion of the shared program budget this fiscal year.

Modification No. 8, approved in Commissioners Court February 15, 2011, was to confirm and approve Travis County's portion of the FY11 budget.

Modification No. 7, approved in Commissioners Court December 1. 2009, was to confirm and approve Travis County's portion of the FY10 budget.

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

Modification No. 6, approved in Commissioners Court October 28, 2008, was to confirm and approve Travis County's portion of the FY09 budget.

Modification No. 5, approved in Commissioners Court January 29, 2008, was to confirm and approve Travis County's portion of the FY08 budget.

Modification No. 4, approved in Commissioners Court January 9, 2007, was to confirm and approve Travis County's portion of the FY07 budget.

Modification No. 3, approved in Commissioners Court October 25, 2005, was to confirm and approve Travis County's portion of the FY06 budget.

Modification No. 2, approved in Commissioners Court December 21, 2004, was to confirm and approve Travis County's portion of the FY05 budget.

Modification No. 1, approved in Commissioners Court February 10, 2004, was to confirm and approve Travis County's portion of the FY04 budget.

Ø **Contract Expenditures:** Within the last 12 months $1,732,926.00 has been spent against this contract.

Ø **Contract Modification Information:**

Modification Amount:	$1,590,067
Modification Type:	Approval to spend amount budgeted for CTECC O&M
Modification Period:	October 1, 2011 through September 30, 2012

Ø **Funding Information:**

☐ Purchase Requisition in H.T.E.: 547938

☐ Funding Account(s): 001-4705-579-5004

☐ Comments:

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

EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

Emergency Management
Pete Baldwin, Emergency Mgmt. Coordinator

Fire Marshal
Brad Beauchamp

Chief Medical Examiner
Dr. David Dolinak

STAR Flight
Casey Ping, Program Manager

Technology & Communications

To: Travis County Commissioners Court

Via: Cyd Grimes, Purchasing Agent

From: Danny Hobby, County Executive for Emergency Services

Date: December 12, 2011

Subject: CTECC O&M Expense Authority for FY-2012, Contract Year Ten

---

Proposed Motion:

APPROVE MODIFICATION NUMBER NINE TO AUTOMATIC-RENEWAL CONTRACT IL030285LC, INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR THE OPERATION AND MAINTENANCE OF THE COMBINED TRANSPORTATION, EMERGENCY & COMMUNICATIONS CENTER ("CTECC") IN FY-2012. (TCES)

Summary & Staff Recommendation:

The CTECC program is an interlocal cooperative effort involving partners from the City of Austin, Texas Department of Transportation, Capital Metro, and Travis County. All four entities, along with citizens of central Texas currently benefit from ongoing operations at CTECC. This facility houses regional public safety/service systems related to two-way radio communications, computer-aided dispatch, 9-1-1, mobile data, joint emergency operations, and intelligent transportation. County emergency management activities presently operate out of CTECC, as do Sheriff dispatch functions.

The Travis County Emergency Services ("TCES") recommendation is to approve the contract modification. Given that this agreement automatically renews annually, the requested action will be an internal administrative change for informational purposes and to confirm contractual spending authority for Travis County's portion of the shared program budget this fiscal year.

County representatives on the Operating and Governing Boards, the CTECC General Manager, as well as other city and county resource staff support the recommendation.

Commissioners Court previously approved a similar item as Modification No. 8 for FY-2011.

There appear to be no issues or concerns with approving the requested action, as this is a routine and expected item that typically occurs in the December/January time frame each year.

Budgetary Impact:

The necessary funding of $1,590,067 for Travis County's FY-2012 CTECC O&M share is a budgeted expense included in the 001-4705-579-5004 account for TCES.

Travis County's approved FY-2011 CTECC O&M budget was $1,732,926. Therefore, the FY-2012 obligation is an approximate decrease of 9% from last year.

Attachment(s):

Final Approved FY-2012 CTECC Operations & Maintenance Budget – Exhibit B
Travis County Purchase Requisition 547938

Cc:

Board Members –	Capt. Paul Knight, TCSO; Pete Baldwin, TCOEM
Audit –	Jose Palacios, Kapp Schwebke
Legal –	Barbara Wilson
PBO –	Randy Lott
Purchasing –	Lori Clyde
TCES –	Christine Lego, Toby Fariss (TF)

Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B

FY2012

FINAL

APPROVED

ALLOCATION	COA	Travis County	TXDOT	CMTA	TOTAL
BUC %	80.000%	20.000%	0.000%	0.000%	100.000%
CAD %	81.500%	17.000%	1.500%	0.000%	100.000%
COA %	100.000%	0.000%	0.000%	0.000%	100.000%
Direct $ (L.D.)	72.995%	12.992%	10.004%	4.009%	100.000%
Direct $ (PORT)	62.130%	12.129%	21.302%	4.439%	100.000%
Employee %	73.000%	13.000%	10.000%	4.000%	100.000%
EOC %	66.670%	33.330%	0.000%	0.000%	100.000%
Equal %	25.000%	25.000%	25.000%	25.000%	100.000%
GM %	37.250%	27.450%	17.650%	17.650%	100.000%
Help Desk %	0.000%	82.927%	0.000%	17.073%	100.000%
Lease %	63.110%	14.060%	21.330%	1.500%	100.000%
MDC %	75.000%	25.000%	0.000%	0.000%	100.000%
Port %	50.000%	20.000%	20.000%	10.000%	100.000%
TC Mobile %	0.000%	100.000%	0.000%	0.000%	100.000%
Tech %	65.000%	25.000%	0.000%	10.000%	100.000%
TXDOT %	0.000%	0.000%	100.000%	0.000%	100.000%
Video Wall %	25.000%	0.000%	75.000%	0.000%	100.000%

FY2012

FINAL

APPROVED

PERSONNEL

Code / Definition	Base Salary	Fringes	Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
GENERAL MANAGEMENT										
(1) General Manager	103542	26,878	130,421	32,605	32,605	32,605	32,605	130,420		Equal %
(1) Asst. General Manager	107034	27,425	134,459	33,615	33,615	33,615	33,615	134,460		Equal %
(1) Financial Consultant	56602	18,812	75,414	18,854	18,854	18,854	18,854	75,416		Equal %
(1) Administrative Specialist	43534	16,347	59,881	14,970	14,970	14,970	14,970	59,880		Equal %
DESKTOP SUPPORT (TECH)										
(2) Sys/Network Admin Sr	159,780	49,274	209,054	135,885	52,263	-	20,905	209,053		Tech %
(1) LAN/WAN Intergrator	77,854	23,533	101,075	103,073	-	-	-	103,073		COA %
(1) System Support Tech	51,002	19,331	70,332	45,716	17,583	-	7,033	70,332		Tech %
(2) Sys/Network Admin	118,860	42,140	161,000	104,650	40,250	-	16,100	161,000		Tech %
DESKTOP SUPPORT (CAD)										
(2) Prog Analyst Sr	149,882	46,575	196,457	160,112	33,398	2,947	-	196,457		CAD %
(1) Sys/Net Supervisor	74,663	23,034	97,695	79,622	16,608	1,465	-	97,695		CAD %
(3) Systems Support Tech Sr	177,798	73,561	251,358	204,857	42,731	3,770	-	251,358		CAD %
(1) Business Systems Analyst	65,108	21,538	86,646	70,616	14,730	1,300	-	86,646		CAD %
(2) Systems Support Tech	107,677	40,809	148,486	121,016	25,243	2,227	-	148,486		CAD %
(1) Database Admin (DBA)	89,017	25,700	114,717	93,494	19,502	1,721	-	114,717		CAD %
(1) GIS Analyst	44,476	18,310	62,786	51,170	10,674	942	-	62,786		CAD %
(1) GIS Analyst Sr	59,687	20,690	80,377	65,508	13,664	1,206	-	80,378		CAD %
	Total; Shared / CAD Personnel:		$ 1,982,158	$ 1,335,763	$ 386,690	$ 115,622	$ 144,082	$ 1,982,157		
COA PUBLIC SAFETY IT SUPPORT										
APD RMS										
(1) Sys/Net Supervisor	89,509	25,820	115,330	115,330	-	-	-	115,330		COA %
(2) Admnstr, Net Systems Sr	170,642	49,609	220,252	220,252	-	-	-	220,252		COA %
(1) Admnstr, Net Sys Sr (DVV)	19,774	5,007	24,781	24,781	-	-	-	24,781		COA %
(1) Admnstr, Net Systems	60,094	20,497	80,591	80,591	-	-	-	80,591		COA %
(1) System Support Tech Sr	60,094	20,077	80,171	80,171	-	-	-	80,171		COA %
(6) System Support Tech	324,852	117,379	442,231	442,231	-	-	-	442,231		COA %
	Total; APD Support Personnel:		$ 963,356	$ 963,356	$ -	$ -	$ -	$ 963,356		
AFD / EMS RMS										
(2) Sys/Network Admin	148,640	45,518	194,158	194,158	-	-	-	194,158		COA %
(1) System Support Tech Sr	59,516	21,152	80,668	80,668	-	-	-	80,668		COA %
(3) System Support Tech	138,720	55,304	194,024	194,024	-	-	-	194,024		COA %
(1) Prog Analyst	61,672	20,570	82,242	82,242	-	-	-	82,242		COA %
	Total; AFD/EMS Support Personnel:		$ 551,092	$ 551,092	$ -	$ -	$ -	$ 551,092		
OTHER / MISCELLANEOUS										
Overtime - Tech	8,493	1,329	9,822	6,384	2,456	-	982	9,822	Tech/ IT Specific Overtime	Tech %
Overtime - CAD	17,353	2,716	20,069	16,356	3,412	301	-	20,069	CAD Specific Overtime	CAD %
Overtime - COA	51,212	8,015	59,226	59,226	-	-	-	59,226	COA Specific Overtime	COA %
Awards (6361)	2,600	-	2,600	2,600	-	-	-	2,600	Reward and Recognition Program	COA %
	Total; Other / Miscellaneous:		$ 91,718	$ 84,566	$ 5,868	$ 301	$ 982	$ 91,717		
	Totals; All Personnel:		$ 3,588,324	$ 2,934,777	$ 392,558	$ 115,923	$ 145,064	$ 3,588,322		

Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B

CONTRACTUALS

Code / Definition		Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
5675	Security - Travis Co.	970,701	242,676	242,675	242,675	242,675	970,701	TCSO LE-Security	Equal %
5675	Security - System Maintenance	7,277	1,820	1,819	1,819	1,819	7,277	Security System (ESAS) Maintenance	Equal %
5860	Services-Other	46,955	30,520	11,739	-	4,696	46,955	Cabling Services / Misc. & Other	Tech %
6121	Rent - 911 Backup Center	58,285	46,628	11,657	-	-	58,285	CAPCOG Billed Rent (inc. supplemental rent expenses)	BUC %
6124	Rental - Copy Machines	4,764	3,097	1,191	-	476	4,764	Copiers - Maintenance & Usage	Tech %
6160	Electric Services	445,000	280,839	62,567	94,919	6,675	445,000	Electric Service	Lease %
6165	Water Service	17,525	12,793	2,278	1,753	701	17,525	Water Service	Employee %
6170	WW Service	7,625	5,566	991	763	305	7,625	Waste Water Service	Employee %
6174	Drainage Fee Expense	12,225	7,715	1,719	2,608	183	12,225	Drainage expenses	Lease %
6175	Garbage/Refuse Collection	2,100	1,533	273	210	84	2,100	Street cleaning fees & Garbage Collection	Employee %
6203	CTM Services	56,867	-	47,158	-	9,709	56,867	Help desk, Internet, network services (Help Desk % - TC/CMTA)	Help Desk %
6203	Telephone Support-shared ports	49,890	36,419	6,486	4,989	1,996	49,890	Phone Support - CTM Voice Operations (Shared Ports)	Employee %
6203	Telephone Support-shared EOC ports	32,987	21,992	10,995	-	-	32,987	Phone Support - CTM Voice Operations (EOC Ports)	EOC %
6203	Telephone Support-direct port costs	55,197	34,294	6,695	11,758	2,450	55,197	Phone Support - CTM Voice Operations (Direct Ports)	Direct $ (PORT)
6327	Insurance - FireFlood Extended Coverage	32,296	32,296	-	-	-	32,296	Insurance COA 100%	COA %
6383	Facility Management	1,008,228	636,293	141,757	215,055	15,123	1,008,228	Facility Related / FMS	Lease %
6383	911 Backup Center Facility Management	109,573	87,658	21,915	-	-	109,573	911 Backup Center - Facility Related / FMS (COA 80% / TC 20%)	BUC %
6392	Premium Power Maintenance	146,814	92,655	20,642	31,315	2,202	146,814	Premium Power	Lease %
6398	Chilled Water Maintenance	161,158	101,707	22,659	34,375	2,417	161,158	Chilled Water	Lease %
6404	Telephone - Base Cost (COA Mobile Data)	150,000	150,000	-	-	-	150,000	Vendor Telephone Expenses - Mobile Data Infrastructure Circuits	COA %
6404	Telephone - Base Cost (DVV Circuits)	323,227	323,227	-	-	-	323,227	Vendor Telephone Expenses - DVV Gigaman Circuits	COA %
6404	Telephone - Base Cost (CTECC)	188,449	94,224	37,690	37,690	18,845	188,449	Vendor Telephone Expenses - CTECC Shared	Port %
6404	Telephone - Base Cost (911 Backup)	191,930	153,544	38,386	-	-	191,930	Vendor Telephone Expenses - 911 Backup Center	BUC %
6404	Telephone - Base Cost (911 BUC -COA)	157,000	157,000	-	-	-	157,000	Vendor Telephone Expenses - 911 Backup Center	COA %
6405	Telephone - Long Distance	10,811	7,891	1,405	1,082	433	10,811	Vendor Long Distance Telephone (Direct Costs)	Direct $ (L.D.)
6406	Telephone - Equipment / Maintenance	32,565	16,282	6,513	6,513	3,257	32,565	Vendor Telephone Maintenance (PBX / Nortel)	Port %
6407	Telephone - Celluar Services	1,370	890	343	-	137	1,370	Tech Related Connectivty Service (AirCards)	Tech %
6407	Telephone - Celluar Services	1,090	708	273	-	109	1,090	Tech Cell Phone Service (Shared Phone)	Tech %
6415	Postage	52	13	13	13	13	52	USPS Postage / Standard Class Mail	Equal %
6416	Priority Mail/Parcel Services	52	13	13	13	13	52	Expedited Mail Services / Parcels	Equal %
6452	Printing/Binding/Photographic Repro.	250	93	69	44	44	250	Reproduction of documentation and reports	GM %
6531	Seminar / Training Fees (Equal)	4,500	1,125	1,125	1,125	1,125	4,500	Management Staff Training	Equal %
6531	Seminar / Training Fees (Tech)	9,000	5,850	2,250	-	900	9,000	Tech Training	Tech %
6531	Seminar / Training Fees (CAD)	18,000	14,670	3,060	270	-	18,000	CAD Training	CAD %
6531	Seminar / Training Fees (APD RMS)	18,250	18,250	-	-	-	18,250	APD (Police) RMS Training	COA %
6531	Seminar / Training Fees (AFD/EMS RMS)	10,500	10,500	-	-	-	10,500	AFD/EMS RMS Training	COA %
6532	Travel - Training (Equal)	2,500	625	625	625	625	2,500	Management Staff Training - Travel	Equal %
6532	Travel - Training (Tech)	5,000	3,250	1,250	-	500	5,000	Tech Training - Travel	Tech %
6532	Travel - Training (CAD)	10,000	8,150	1,700	150	-	10,000	CAD Training - Travel	CAD %
6532	Travel - Training (APD RMS)	16,200	16,200	-	-	-	16,200	APD (Police) RMS Training - Travel	COA %
6532	Travel - Training (AFD/EMS RMS)	9,450	9,450	-	-	-	9,450	AFD/EMS RMS Training - Travel	COA %
6551	Mileage Reimbursements	4,285	2,785	1,071	-	429	4,285	For Technical Related (Non-Management) Staff	Tech %
6551	Mileage Reimbursements	1,500	375	375	375	375	1,500	For non-technical Staff (Management Staff)	Equal %
6558	Professional registration	200	200	-	-	-	200	Professional Affiliations (COA)	COA %
	Totals; Contractuals:	$ 4,391,648	$ 2,671,816	$ 711,377	$ 690,139	$ 318,316	$ 4,391,648		

SYSTEMS

Code / Definition		Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
6387	Maintenance Hardware - CTECC	162,593	60,565	44,632	28,698	28,698	162,593	CTECC Admin Server & LAN Maintenance	GM %
6387	Maintenance Hardware - 911 BUC	41,635	33,308	8,327	-	-	41,635	911 BUC Server & LAN Maintenance	BUC %
6387	Maintenance Hardware - APD/AFD/EMS (COA)	438,590	438,590	-	-	-	438,590	APD / AFD / EMS Servers, LAN, & Printer Maint (COA only)	COA %
6389	Maintenance Hardware - Video Wall	127,167	31,792	-	95,375	-	127,167	Video Wall - COA 25% / TXDOT 75%	Video Wall %
6388	Maintenance - Computer Software - AFD/EMS	32,950	32,950	-	-	-	32,950	AFD/EMS RMS & Other (COA 100%)	COA %
6388	Maintenance - Computer Software - APD	76,610	76,610	-	-	-	76,610	APD RMS & Other S/W Maintenance (COA 100%)	COA %
6388	Maintenance - WebEOC	8,551	5,701	2,850	-	-	8,551	WebEOC - Silver Level Maint. (66.67% COA / 33.33% TC)	EOC %
6388	Maintenance - Computer Software - COA	57,275	57,275	-	-	-	57,275	COA specific software systems license renewals	COA %
6388	Maintenance - Computer Software - CAD	69,502	56,644	11,815	1,043	-	69,502	CAD specific software systems license renewals	CAD %
6388	Maintenance - Computer Software - Tech	52,398	39,299	13,099	-	-	52,398	Admin / shared IT software systems license renewals (no CMTA)	Tech %
6388	Maintenance - 911 Backup Center CAD	70,824	56,659	14,165	-	-	70,824	911 Backup Center CAD (80% COA / 20% TC)	BUC %
6388	Maintenance - CAD System Expenses	1,364,267	1,111,878	231,925	20,464	-	1,364,267	TriTech Maintenance / CAD System Maintenance	CAD %
6389	Maintenance - Other Equipment - AFD/EMS	128,570	128,570	-	-	-	128,570	AFD/EMS FDM RMS & Server Maint.	COA %
6389	Maintenance - Other Equipment - APD	318,084	318,084	-	-	-	318,084	APD - Versaterm RMS & IBM Server Maint.	COA %
6389	Maintenance - Other Equip.- Shared A/V	17,500	11,043	2,461	3,733	263	17,500	Shared Projectors / A/V Equipment Maint.	Lease %
	Totals; Systems:	$ 2,966,516	$ 2,458,968	$ 329,274	$ 149,313	$ 28,961	$ 2,966,516		

Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B

COMMODITIES

Code / Definition		Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
7482	Food/Ice	500	500	-	-	-	500	Food/Ice Related (Req'd for Vending Fund Usgae/Chargebacks)	COA %
7486	Books-Library	1,500	975	375	-	150	1,500	Reference books for technical staff	Tech %
7500	Office Supplies	20,000	7,450	5,490	3,530	3,530	20,000	Office Supplies & AV Projector Bulbs	GM %
7510	Computer Supplies	6,300	2,347	1,729	1,112	1,112	6,300	Printer Cartridges	GM %
7580	Computer Software	10,500	3,912	2,882	1,853	1,853	10,500	Shared Software & Software for new employees.	GM %
7600	Small Tools/Minor Equipment	14,160	9,204	3,540	-	1,416	14,160	Small tools & Equipment	Tech %
7610	Minor Computer Hardware	16,000	10,400	4,000	-	1,600	16,000	Sm. Computer Hardware for desktops, printers, peripherals	Tech %
	Totals; Commodities:	$ 68,960	$ 34,788	$ 18,016	$ 6,495	$ 9,661	$ 68,960		
	Total Operating Budget:	$ 11,015,447	$ 8,100,349	$ 1,451,225	$ 961,870	$ 502,002	$ 11,015,446		

CAPITAL ITEMS

Code / Definition		Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
9043 / 9045	Operating Capital - Critical Replacment	1,312,604	1,134,732	131,812	20,022	26,038	1,312,604	Reference Capital by Agency Sheet	MANUAL ENTRY
9056	Capital Budget - Furnishings (FFE)	50,000	31,555	7,030	10,665	750	50,000	Capital Contingency Funds	Lease %
	Total Capital Budget:	$ 1,362,604	$ 1,166,287	$ 138,842	$ 30,687	$ 26,788	$ 1,362,604		
	Grand Totals; CTECC Budget:	$ 12,378,051	$ 9,266,636	$ 1,590,067	$ 992,557	$ 528,790	$ 12,378,050	< GRAND TOTALS ARE NOT TO EXCEED AMOUNTS - NO BY LINE CAP *	

* Per CTECC Governing Board Meeting & Minutes, April 16, 2008

BUC %	Backup Center - COA 80% / TC 20%
CAD %	Weighted average of Party's use of CAD staff / resources
COA %	100% City of Austin (COA) expense
Direct $ **	Direct Costs - Direct Agency Costs - **Unique - use appropriate direct costs in Allocation array cells to determine approximate budgeted percentage
Employee %	Party's FTEs to total of all FTEs within CTECC
EOC %	Emergency Operations Center Ports or EOC Related Activity - COA 66.67% / TC 33.33%
Equal %	Even distribution of expense
GM Staff %	Weighted average of Party's use of City CTECC staff
Help Desk % (CTM Svcs)	TC: 34 wrk stations; CMTA: 7 wrk stations > @ $1,387 for I-net, helpdesk, virus, e-mail, GAATN
Lease %	Based on Party's lease payment percentage
MDC %	Mobile Data Allocation
Port %	Base Telephone Ports - Based upon agency share of port/phone extensions (Micro Call summaries)
TC Mobile %	Travis County Mobile Support - TC 100%
Tech %	Weighted average of Party's use of technical staff
TXDOT %	TXDOT 100%
Video Wall %	Video Wall - COA 25% / TXDOT 75%

Updated 1-19-12, 4:15pm

PURCHASE REQUISITION NBR: 0000547938

REQUISITION BY: LEGOC X44855

STATUS: DEPARTMENT APPROVAL
REASON: FY12 CTECC O & M PLACE HOLDER IL030285LC

DATE: 12/07/11

SHIP TO LOCATION: EMERGENCY SERVICES

SUGGESTED VENDOR: 53547 CITY OF AUSTIN

DELIVER BY DATE: 9/30/12

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FY12 CTECC OPER & MAINT NTE $1,590,067. COMMODITY: BLDG MAINT & REPAIRS SVCS SUBCOMMOD: GEN BLDG MAINT & REPAIR	1590067.00	DOL	1.0000	1590067.00	

REQUISITION TOTAL: 1590067.00

ACCOUNT INFORMATION

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00147055795004	REPR & MTNC-SERVCS PURCHD REPRS-BLDG STRUCT & EQUIP		100.00	1590067.00
					1590067.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

Updated 1-19-12, 4:15pm

GM200I13 **TRAVIS COUNTY** 1/12/12
Fiscal Year 2012 **Account Balance Inquiry** 16:58:34

Account number . . . :	1-4705-579.50-04	
Fund . . . . . :	001	GENERAL FUND
Department . . . . . :	47	EMERGENCY SERVICES
Division . . . . . :	05	TECHNOLOGY/COMMUNICATIONS
Activity basic . . . :	57	PUBLIC SAFETY (LAW ENF)
Sub activity . . . . :	9	EMERGENCY SERVICES
Element . . . . . :	50	REPR & MTNC-SERVCS PURCHD
Object . . . . . :	04	REPRS-BLDG STRUCT & EQUIP

Original budget . . . . . :	1,593,907	
Revised budget . . . . . :	1,846,498	10/01/2011
Actual expenditures - current . :	127,098.16	
Actual expenditures - ytd . . . :	117,785.22-	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	243,277.36	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	1,590,067.00	
Total expenditures & encumbrances:	1,842,657.30	99.8%
Unencumbered balance . . . . . :	3,840.70	0.2

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

MODIFICATION OF CONTRACT NUMBER: IL030285LC CTECC O&M AGREEMENT

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: **January 12, 2012**
ISSUED TO: **City of Austin** **P.O. Box 1088** **Austin, TX 78767-1088**	MODIFICATION NO.: **9**	EXECUTED DATE OF ORIGINAL CONTRACT: October 10, 2002

ORIGINAL CONTRACT TERM DATES: **October 10,2002-September 30, 2003** CURRENT CONTRACT TERM DATES: **October 1, 2011-September 30, 2012**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ 886,960 Current Modified Amount $ 1,590,067.00.

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.

Replace Exhibit B, Estimated Operation Budget for FY11 with the attached Exhibit B, Estimated Operation Budget for FY12.

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.

[X] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____

☐ DBA

☐ CORPORATION

☐ OTHER

BY: _____
SIGNATURE

BY: _____
PRINT NAME

DATE:

TITLE: _____
ITS DULY AUTHORIZED AGENT

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

Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B

FY2012

FINAL

APPROVED

ALLOCATION	COA	Travis County	TXDOT	CMTA	TOTAL
BUC %	80.000%	20.000%	0.000%	0.000%	100.000%
CAD %	81.500%	17.000%	1.500%	0.000%	100.000%
COA %	100.000%	0.000%	0.000%	0.000%	100.000%
Direct $ (L.D.)	72.995%	12.992%	10.004%	4.009%	100.000%
Direct $ (PORT)	62.130%	12.129%	21.302%	4.439%	100.000%
Employee %	73.000%	13.000%	10.000%	4.000%	100.000%
EOC %	66.670%	33.330%	0.000%	0.000%	100.000%
Equal %	25.000%	25.000%	25.000%	25.000%	100.000%
GM %	37.250%	27.450%	17.650%	17.650%	100.000%
Help Desk %	0.000%	82.927%	0.000%	17.073%	100.000%
Lease %	63.110%	14.060%	21.330%	1.500%	100.000%
MDC %	75.000%	25.000%	0.000%	0.000%	100.000%
Port %	50.000%	20.000%	20.000%	10.000%	100.000%
TC Mobile %	0.000%	100.000%	0.000%	0.000%	100.000%
Tech %	65.000%	25.000%	0.000%	10.000%	100.000%
TXDOT %	0.000%	0.000%	100.000%	0.000%	100.000%
Video Wall %	25.000%	0.000%	75.000%	0.000%	100.000%

FY2012

FINAL

APPROVED

PERSONNEL

Code / Definition	Base Salary	Fringes	Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
GENERAL MANAGEMENT										
(1) General Manager	103542	26,878	130,421	32,605	32,605	32,605	32,605	130,420		Equal %
(1) Asst. General Manager	107034	27,425	134,459	33,615	33,615	33,615	33,615	134,460		Equal %
(1) Financial Consultant	56602	18,812	75,414	18,854	18,854	18,854	18,854	75,416		Equal %
(1) Administrative Specialist	43534	16,347	59,881	14,970	14,970	14,970	14,970	59,880		Equal %
DESKTOP SUPPORT (TECH)										
(2) Sys/Network Admin Sr	159,780	49,274	209,054	135,885	52,263	-	20,905	209,053		Tech %
(1) LAN/WAN Intergrator	77,854	23,533	103,073	103,073	-	-	-	103,073		COA %
(1) System Support Tech	51,002	19,331	70,332	45,716	17,583	-	7,033	70,332		Tech %
(2) Sys/Network Admin	118,860	42,140	161,000	104,650	40,250	-	16,100	161,000		Tech %
DESKTOP SUPPORT (CAD)										
(2) Prog Analyst Sr	149,882	46,575	196,457	160,112	33,398	2,947	-	196,457		CAD %
(1) Sys/Net Supervisor	74,663	23,034	97,696	79,622	16,608	1,465	-	97,695		CAD %
(3) Systems Support Tech Sr	177,798	73,561	251,359	204,857	42,731	3,770	-	251,358		CAD %
(1) Business Systems Analyst	65,108	21,538	86,646	70,616	14,730	1,300	-	86,646		CAD %
(2) Systems Support Tech	107,677	40,809	148,486	121,016	25,243	2,227	-	148,486		CAD %
(1) Database Admin (DBA)	89,017	25,700	114,717	93,494	19,502	1,721	-	114,717		CAD %
(1) GIS Analyst	44,476	18,310	62,786	51,170	10,674	942	-	62,786		CAD %
(1) GIS Analyst Sr	59,687	20,690	80,377	65,508	13,664	1,206	-	80,378		CAD %
	Total; Shared / CAD Personnel:		$ 1,982,158	$ 1,335,763	$ 386,690	$ 115,622	$ 144,082	$ 1,982,157		
COA PUBLIC SAFETY IT SUPPORT										
--APD RMS										
(1) Sys/Net Supervisor	89,509	25,820	115,330	115,330	-	-	-	115,330		COA %
(2) Admnstr, Net Systems Sr	170,642	49,609	220,252	220,252	-	-	-	220,252		COA %
(1) Admnstr, Net Sys Sr (DVV)	19,774	5,007	24,781	24,781	-	-	-	24,781		COA %
(1) Admnstr, Net Systems	60,094	20,497	80,591	80,591	-	-	-	80,591		COA %
(1) System Support Tech Sr	60,094	20,077	80,171	80,171	-	-	-	80,171		COA %
(6) System Support Tech	324,852	117,379	442,231	442,231	-	-	-	442,231		COA %
	Total; APD Support Personnel:		$ 963,356	$ 963,356	$ -	$ -	$ -	$ 963,356		
--AFD / EMS RMS										
(2) Sys/Network Admin	148,640	45,518	194,158	194,158	-	-	-	194,158		COA %
(1) System Support Tech Sr	59,516	21,152	80,668	80,668	-	-	-	80,668		COA %
(3) System Support Tech	138,720	55,304	194,024	194,024	-	-	-	194,024		COA %
(1) Prog Analyst	61,672	20,570	82,242	82,242	-	-	-	82,242		COA %
	Total; AFD/EMS Support Personnel:		$ 551,092	$ 551,092	$ -	$ -	$ -	$ 551,092		
OTHER / MISCELLANEOUS										
Overtime - Tech	8,493	1,329	9,822	6,384	2,456	-	982	9,822	Tech/ IT Specific Overtime	Tech %
Overtime - CAD	17,353	2,716	20,069	16,356	3,412	301	-	20,069	CAD Specific Overtime	CAD %
Overtime - COA	51,212	8,015	59,226	59,226	-	-	-	59,226	COA Specific Overtime	COA %
Awards (6361)	2,600	-	2,600	2,600	-	-	-	2,600	Reward and Recognition Program	COA %
	Total; Other / Miscellaneous:		$ 91,718	$ 84,566	$ 5,868	$ 301	$ 982	$ 91,717		
	Totals; All Personnel:		$ 3,588,324	$ 2,934,777	$ 392,558	$ 115,923	$ 145,064	$ 3,588,322		

Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B

CONTRACTUALS

Code	Definition		Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
5675	Security - Travis Co.		970,701	242,676	242,675	242,675	242,675	970,701	TCSO LE-Security	Equal %
5675	Security - System Maintenance		7,277	1,820	1,819	1,819	1,819	7,277	Security System (ESAS) Maintenance	Equal %
5860	Services-Other		46,955	30,520	11,739	-	4,696	46,955	Cabling Services / Misc. & Other	Tech %
6121	Rent - 911 Backup Center		58,285	46,628	11,657	-	-	58,285	CAPCOG Billed Rent (inc. supplemental rent expenses)	BUC %
6124	Rental - Copy Machines		4,764	3,097	1,191	-	476	4,764	Copiers - Maintenance & Usage	Tech %
6160	Electric Services		445,000	280,839	62,567	94,919	6,675	445,000	Electric Service	Lease %
6165	Water Service		17,525	12,793	2,278	1,753	701	17,525	Water Service	Employee %
6170	WW Service		7,625	5,566	991	763	305	7,625	Waste Water Service	Employee %
6174	Drainage Fee Expense		12,225	7,715	1,719	2,608	183	12,225	Drainage expenses	Lease %
6175	Garbage/Refuse Collection		2,100	1,533	273	210	84	2,100	Street cleaning fees & Garbage Collection	Employee %
6203	CTM Services		56,867	-	47,158	-	9,709	56,867	Help desk, Internet, network services (Help Desk % - TC/CMTA)	Help Desk %
6203	Telephone Support-shared ports		49,890	36,419	6,486	4,989	1,996	49,890	Phone Support - CTM Voice Operations (Shared Ports)	Employee %
6203	Telephone Support-shared EOC ports		32,987	21,992	10,995	-	-	32,987	Phone Support - CTM Voice Operations (EOC Ports)	EOC %
6203	Telephone Support-direct port costs		55,197	34,294	6,695	11,758	2,450	55,197	Phone Support - CTM Voice Operations (Direct Ports)	Direct $ (PORT)
6327	Insurance - FireFlood Extended Coverage		32,296	32,296	-	-	-	32,296	Insurance COA 100%	COA %
6383	Facility Management		1,008,228	636,293	141,757	215,055	15,123	1,008,228	Facility Related / FMS	Lease %
6383	911 Backup Center Facility Management		109,573	87,658	21,915	-	-	109,573	911 Backup Center - Facility Related / FMS (COA 80% / TC 20%)	BUC %
6392	Premium Power Maintenance		146,814	92,655	20,642	31,315	2,202	146,814	Premium Power	Lease %
6398	Chilled Water Maintenance		161,158	101,707	22,659	34,375	2,417	161,158	Chilled Water	Lease %
6404	Telephone - Base Cost (COA Mobile Data)		150,000	150,000	-	-	-	150,000	Vendor Telephone Expenses - Mobile Data Infrastructure Circuits	COA %
6404	Telephone - Base Cost (DVV Circuits)		323,227	323,227	-	-	-	323,227	Vendor Telephone Expenses - DVV Gigaman Circuits	COA %
6404	Telephone - Base Cost (CTECC)		188,449	94,224	37,690	37,690	18,845	188,449	Vendor Telephone Expenses - CTECC Shared	Port %
6404	Telephone - Base Cost (911 Backup)		191,930	153,544	38,386	-	-	191,930	Vendor Telephone Expenses - 911 Backup Center	BUC %
6404	Telephone - Base Cost (911 BUC -COA)		157,000	157,000	-	-	-	157,000	Vendor Telephone Expenses - 911 Backup Center	COA %
6405	Telephone - Long Distance		10,811	7,891	1,405	1,082	433	10,811	Vendor Long Distance Telephone (Direct Costs)	Direct $ (L.D.)
6406	Telephone - Equipment / Maintenance		32,565	16,282	6,513	6,513	3,257	32,565	Vendor Telephone Maintenance (PBX / Nortel)	Port %
6407	Telephone - Celluar Services		1,370	890	343	-	137	1,370	Tech Related Connectivty Service (AirCards)	Tech %
6407	Telephone - Celluar Services		1,090	708	273	-	109	1,090	Tech Cell Phone Service (Shared Phone)	Tech %
6415	Postage		52	13	13	13	13	52	USPS Postage / Standard Class Mail	Equal %
6416	Priority Mail/Parcel Services		52	13	13	13	13	52	Expedited Mail Services / Parcels	Equal %
6452	Printing/Binding/Photographic Repro.		250	93	69	44	44	250	Reproduction of documentation and reports	GM %
6531	Seminar / Training Fees (Equal)		4,500	1,125	1,125	1,125	1,125	4,500	Management Staff Training	Equal %
6531	Seminar / Training Fees (Tech)		9,000	5,850	2,250	-	900	9,000	Tech Training	Tech %
6531	Seminar / Training Fees (CAD)		18,000	14,670	3,060	270	-	18,000	CAD Training	CAD %
6531	Seminar / Training Fees (APD RMS)		18,250	18,250	-	-	-	18,250	APD (Police) RMS Training	COA %
6531	Seminar / Training Fees (AFD/EMS RMS)		10,500	10,500	-	-	-	10,500	AFD/EMS RMS Training	COA %
6532	Travel - Training (Equal)		2,500	625	625	625	625	2,500	Management Staff Training - Travel	Equal %
6532	Travel - Training (Tech)		5,000	3,250	1,250	-	500	5,000	Tech Training - Travel	Tech %
6532	Travel - Training (CAD)		10,000	8,150	1,700	150	-	10,000	CAD Training - Travel	CAD %
6532	Travel - Training (APD RMS)		16,200	16,200	-	-	-	16,200	APD (Police) RMS Training - Travel	COA %
6532	Travel - Training (AFD/EMS RMS)		9,450	9,450	-	-	-	9,450	AFD/EMS RMS Training - Travel	COA %
6551	Mileage Reimbursements		4,285	2,785	1,071	-	429	4,285	For Technical Related (Non-Management) Staff	Tech %
6551	Mileage Reimbursements		1,500	375	375	375	375	1,500	For non-technical Staff (Management Staff)	Equal %
6558	Professional registration		200	200	-	-	-	200	Professional Affiliations (COA)	COA %
	Totals; Contractuals:		$ 4,391,648	$ 2,671,816	$ 711,377	$ 690,139	$ 318,316	$ 4,391,648		

SYSTEMS

Code	Definition		Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
6387	Maintenance Hardware - CTECC		162,593	60,565	44,632	28,698	28,698	162,593	CTECC Admin Server & LAN Maintenance	GM %
6387	Maintenance Hardware - 911 BUC		41,635	33,308	8,327	-	-	41,635	911 BUC Server & LAN Maintenance	BUC %
6387	Maintenance Hardware - APD/AFD/EMS (COA)		438,590	438,590	-	-	-	438,590	APD / AFD / EMS Servers, LAN, & Printer Maint (COA only)	COA %
6389	Maintenance Hardware - Video Wall		127,167	31,792	-	95,375	-	127,167	Video Wall - COA 25% / TXDOT 75%	Video Wall %
6388	Maintenance - Computer Software - AFD/EMS		32,950	32,950	-	-	-	32,950	AFD/EMS RMS & Other (COA 100%)	COA %
6388	Maintenance - Computer Software - APD		76,610	76,610	-	-	-	76,610	APD RMS & Other S/W Maintenance (COA 100%)	COA %
6388	Maintenance - WebEOC		8,551	5,701	2,850	-	-	8,551	WebEOC - Silver Level Maint. (66.67% COA / 33.33% TC)	EOC %
6388	Maintenance - Computer Software - COA		57,275	57,275	-	-	-	57,275	COA specific software systems license renewals	COA %
6388	Maintenance - Computer Software - CAD		69,502	56,644	11,815	1,043	-	69,502	CAD specific software systems license renewals	CAD %
6388	Maintenance - Computer Software - Tech		52,398	39,299	13,099	-	-	52,398	Admin / shared IT software systems license renewals (no CMTA)	Tech %
6388	Maintenance - 911 Backup Center CAD		70,824	56,659	14,165	-	-	70,824	911 Backup Center CAD (80% COA / 20% TC)	BUC %
6388	Maintenance - CAD System Expenses		1,364,267	1,111,878	231,925	20,464	-	1,364,267	TriTech Maintenance / CAD System Maintenance	CAD %
6389	Maintenance - Other Equipment - AFD/EMS		128,570	128,570	-	-	-	128,570	AFD/EMS FDM RMS & Server Maint.	COA %
6389	Maintenance - Other Equipment - APD		318,084	318,084	-	-	-	318,084	APD - Versaterm RMS & IBM Server Maint.	COA %
6389	Maintenance - Other Equip.- Shared A/V		17,500	11,043	2,461	3,733	263	17,500	Shared Projectors / A/V Equipment Maint.	Lease %
	Totals; Systems:		$ 2,966,515	$ 2,458,968	$ 329,274	$ 149,313	$ 28,961	$ 2,966,516		

Combined Transportation, Emergency & Communications Center (CTECC) Operating Budget - Exhibit B

COMMODITIES

Code	Definition	Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
7482	Food/Ice	500	500	-	-	-	500	Food/Ice Related (Req'd for Vending Fund Usgae/Chargebacks)	COA %
7486	Books-Library	1,500	975	375	-	150	1,500	Reference books for technical staff	Tech %
7500	Office Supplies	20,000	7,450	5,490	3,530	3,530	20,000	Office Supplies & AV Projector Bulbs	GM %
7510	Computer Supplies	6,300	2,347	1,729	1,112	1,112	6,300	Printer Cartridges	GM %
7580	Computer Software	10,500	3,912	2,882	1,853	1,853	10,500	Shared Software & Software for new employees.	GM %
7600	Small Tools/Minor Equipment	14,160	9,204	3,540	-	1,416	14,160	Small tools & Equipment	Tech %
7610	Minor Computer Hardware	16,000	10,400	4,000	-	1,600	16,000	Sm. Computer Hardware for desktops, printers, peripherals	Tech %
	Totals; Commodities:	**$ 68,960**	**$ 34,788**	**$ 18,016**	**$ 6,495**	**$ 9,661**	**$ 68,960**		
	Total Operating Budget:	**$ 11,015,447**	**$ 8,100,349**	**$ 1,451,225**	**$ 961,870**	**$ 502,002**	**$ 11,015,446**		

CAPITAL ITEMS

Code	Definition	Working Total	COA	Travis County	TXDOT	CMTA	TOTAL	NOTES	ALLOCATION
9043 / 9045	Operating Capital - Critical Replacment	1,312,604	1,134,732	131,812	20,022	26,038	1,312,604	Reference Capital by Agency Sheet	MANUAL ENTRY
9056	Capital Budget - Furnishings (FFE)	50,000	31,555	7,030	10,665	750	50,000	Capital Contingency Funds	Lease %
	Total Capital Budget:	**$ 1,362,604**	**$ 1,166,287**	**$ 138,842**	**$ 30,687**	**$ 26,788**	**$ 1,362,604**		
	Grand Totals; CTECC Budget:	**$ 12,378,051**	**$ 9,266,636**	**$ 1,590,067**	**$ 992,557**	**$ 528,790**	**$ 12,378,050**	**< GRAND TOTALS ARE NOT TO EXCEED AMOUNTS - NO BY LINE CAP ***	

*** Per CTECC Governing Board Meeting & Minutes, April 16, 2008**

BUC %	Backup Center - COA 80% / TC 20%
CAD %	Weighted average of Party's use of CAD staff / resources
COA %	100% City of Austin (COA) expense
Direct $ **	Direct Costs - Direct Agency Costs - **Unique - use appropriate direct costs in Allocation array cells to determine approximate budgeted percentage
Employee %	Party's FTEs to total of all FTEs within CTECC
EOC %	Emergency Operations Center Ports or EOC Related Activity - COA 66.67% / TC 33.33%
Equal %	Even distribution of expense
GM Staff %	Weighted average of Party's use of City CTECC staff
Help Desk % (CTM Svcs)	TC: 34 wrk stations; CMTA: 7 wrk stations > @ $1,387 for I-net, helpdesk, virus, e-mail, GAATN
Lease %	Based on Party's lease payment percentage
MDC %	Mobile Data Allocation
Port %	Base Telephone Ports - Based upon agency share of port/phone extensions (Micro Call summaries)
TC Mobile %	Travis County Mobile Support - TC 100%
Tech %	Weighted average of Party's use of technical staff
TXDOT %	TXDOT 100%
Video Wall %	Video Wall - COA 25% / TXDOT 75%

Updated 1-19-12, 4:15pm

Dept: CTECC

FY2012 TECHNOLOGY BUDGET REQUEST FORM

Total Requested: $ 1,312,604

SPOC: Bruce Hermes

ID	Request Type	Item	Qty	Unit Cost	Total Cost	COA	Travis County	TXDOT	CMTA	eTRACS No.	Tech Type	Description	Priority	Related Items	DIR Y/N	Funding Source
Auto.	*Dropdown*				*Auto.*						*Dropdown*		*highest=1*	*IDs*	*Dropdown*	*Dropdown*
CTECC-1	Replacement	Avamar Growth	1	80,000	80,000	52,000	20,000	-	8,000		hardware	3 TB normal growth - currently at 80% capacity	1		Y	operating
CTECC-2	Replacement	SQL Server 2008 Enterprise processor license	1	130,800	130,800	106,602	22,236	1,962	-		MSELA	MS SQL Server licenses needed to upgrade Tritech CAD system to latest supported version.	2		Y	operating
CTECC-4	Replacement	Ethernet switches for CAD floor	3	15,000	45,000	36,675	7,650	675	-		hardware	Replace 7yo distribution switches for CAD floor. Current switches will be end of life Dec 2011.	3		Y	operating
CTECC-6	Replacement	APD server replacements	1	205,000	205,000	205,000					hardware	replace EOL APD servers (2) File, (3) ESX, (2) CAFIS, (1) Legato, (1) DCSMS	4		Y	operating
CTECC-7	Replacement	Server replacement for CTECCDMZ	3	16,000	48,000	31,200	12,000	-	4,800		hardware	Servers capable of running Vmware, to replace EOL equipment Dell 2950's hosting authentication, VPN, & web services	5		Y	operating
CTECC-8	Replacement	Expansion of SAN capacity	1	147,200	147,200	119,968	25,024	2,208	-		hardware	Unit is gigabit of increased storage. Low-end (slower) storage for general use, following known growth rates. (includes SQL storage of $46K)	6		Y	operating
CTECC-9	Replacement	Backup solution for APD servers	1	400,000	400,000	400,000				1798	hardware	Tapeless Hardware and Support	7		Y	operating
CTECC-10	Replacement	Switches for CTECC administrative servers	3	25,000	75,000	27,938	20,588	13,238	13,238		hardware	current 3750's redeployed for OOB management network	8		Y	operating
CTECC-16	Replacement	Emergency Alert Broadcast System Replacement	1	7,000	7,000	4,667	2,333			1772	hardware	Replace non-working system to become compliant with the District 15 Emergency Alert System plan.	16		N	operating
CTECC-25	Replacement	MS OS for Replacement Server	3	3,198	9,594	7,819	1,631	144	-		MSELA	for new SQL server replacements	10	11,26, 29, 30	Y	operating
CTECC-26	Replacement	MS SQL for EOL Systems	3	36,570	109,710	89,414	18,651	1,646	-		software/non-MSELA	for new SQL server replacements	10	11,25, 29, 30	Y	operating
CTECC-29	Replacement	Consulting for SQL Server replacement	1	10,000	10,000	8,150	1,700	150	-		services	Consulting services for SQL 2008 Clustering	10	11, 25, 26, 30	Y	operating
CTECC-30	Replacement	Replace EOL/EOS SQL Servers for EMS	3	15,100	45,300	45,300			-		hardware	Replace EOL/EOS Servers for EMS	10	11, 25, 26, 29	Y	operating
		Subtotal Operating, Critical Replacement			*1,312,604*	*1,134,732*	*131,812*	*20,022*	*26,038*							
			Total Requested		1,312,604	1,134,732	131,812	20,022	26,038							

Updated 1-19-12, 4:15pm

CTECC EXHIBIT B BUDGET COMPARISON
FY2011 FINAL v. FY2012 DRAFT

FY2011 Final	COA	Travis County	TXDOT	CMTA	Total
- Personnel	2,831,215	374,297	62,521	103,683	3,371,716
- Contractuals	2,475,000	849,962	869,183	373,074	4,567,219
- Systems	1,662,630	254,426	26,176	525	1,943,757
- Commodities	35,821	18,778	6,985	10,151	71,735
Total Operating	*7,004,666*	*1,497,463*	*964,865*	*487,433*	*9,954,427*
Operating Capital - Critical Replacement	1,393,159	228,433	24,870	2,137	1,648,599
CIP Capital - Project / Initiative	-	-	-	-	-
Capital Budget - Furnishings (FFE)	31,555	7,030	10,665	750	50,000
Total Capital	*1,424,714*	*235,463*	*35,535*	*2,887*	*1,698,599*
Grand Total	8,429,380	1,732,926	1,000,400	490,320	11,653,026

FY2012 Draft	COA	Travis County	TXDOT	CMTA	Total
- Personnel	2,934,777	392,558	115,923	145,064	3,588,322
- Contractuals	2,671,816	711,377	690,139	318,316	4,391,648
- Systems	2,458,968	329,274	149,313	28,961	2,966,516
- Commodities	34,788	18,016	6,495	9,661	68,960
Total Operating	*8,100,349*	*1,451,225*	*961,870*	*502,002*	*11,015,446*
Operating Capital - Critical Replacement	1,134,732	131,812	20,022	26,038	1,312,604
CIP Capital - Project / Initiative	-	-	-	-	-
Capital Budget - Furnishings (FFE)	31,555	7,030	10,665	750	50,000
Total Capital	*1,166,287*	*138,842*	*30,687*	*26,788*	*1,362,604*
Grand Total	9,266,636	1,590,067	992,557	528,790	12,378,050

% Change	COA	Travis County	TXDOT	CMTA	Total
- Personnel	3.66%	4.88%	85.41%	39.91%	6.42%
- Contractuals	7.95%	-16.30%	-20.60%	-14.68%	-3.84%
- Systems	47.90%	29.42%	470.42%	5416.38%	52.62%
- Commodities	-2.88%	-4.06%	-7.02%	-4.83%	-3.87%
Total Operating	*15.64%*	*-3.09%*	*-0.31%*	*2.99%*	*10.66%*
Operating Capital - Critical Replacement	-18.55%	-42.30%	-19.49%	1118.41%	-20.38%
CIP Capital - Project / Initiative	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Capital Budget - Furnishings (FFE)	0.00%	0.00%	0.00%	0.00%	0.00%
Total Capital	*-18.14%*	*-41.03%*	*-13.64%*	*827.87%*	*-19.78%*
Grand Total	9.93%	-8.24%	-0.78%	7.85%	6.22%

Item 14

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
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. 8 to Interlocal IL040167LC, City of Austin, for the Operation and Maintenance of the Regional Radio System (RRS).

Ø **Purchasing Recommendation and Comments:** Purchasing did not participate in negotiations.

The RRS program is an interlocal cooperative effort involving partners from the City of Austin, University of Texas at Austin, Austin ISD, Travis County and the State of Texas. This radio system enables public safety/service agencies to communicate and cooperate with each other by allowing direct access to information and the beneficial exchange of it.

Travis County Emergency Services recommends approval of this modification. Given that this agreement automatically renews annually, the requested action will be an internal administrative change for informational purposes and to confirm contractual spending authority for Travis County's portion of the shared program budget this fiscal year.

Modification No. 7, approved in Commissioners Court, February 15, 2010, was to confirm and approve Travis County's portion of the FY11 budget.

Modification No. 6, approved in Commissioners Court, December 1, 2009, was to confirm and approve Travis County's portion of the FY10 budget.

Modification No. 5, approved in Commissioners Court, October 28,

2008, was to confirm and approve Travis County's portion of the FY09 budget.

Modification No. 4, approved in Commissioners Court, October 30, 2007, was to confirm and approve Travis County's portion of the FY08 budget.

Modification No. 3, approved in Commissioners Court November 7, 2006, was to confirm and approve Travis County's portion of the FY07 budget.

Modification No. 2, approved in Commissioners Court October 25, 2005, was to confirm and approve Travis County's portion of the FY06 budget.

Modification No. 1, approved in Commissioners Court December 21, 2004, was to confirm and approve Travis County's portion of the FY05 budget.

Ø **Contract Expenditures:** Within the last 12 months $952,850.00 has been spent against this contract.

Ø **Contract Modification Information:**

Modification Amount: $1,013,492.00
Modification Type: Approval to spend amount budgeted for RRS O&M
Modification Period: October 1, 2011 through September 30, 2012

Ø **Funding Information:**

☐ Purchase Requisition in H.T.E.: 542990
☐ Funding Account(s): 001-4705-579-5001
☐ Comments:

EMERGENCY SERVICES

DANNY HOBBY, EXECUTIVE MANAGER
P.O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

Emergency Management
Pete Baldwin, Emergency Mgmt. Coordinator

Fire Marshal
Brad Beauchamp

Chief Medical Examiner
Dr .David Dolinak

STAR Flight
Casey Ping, Program Manager

Technology & Communications

To: Travis County Commissioners Court

Via: Cyd Grimes, Purchasing Agent

From: Danny Hobby, County Executive for Emergency Services

Date: December 12, 2011

Subject: RRS O&M Expense Authority for FY-2012, Contract Year Nine

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Proposed Motion:

APPROVE MODIFICATION NUMBER EIGHT TO AUTOMATIC-RENEWAL CONTRACT IL040167LC, INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN FOR THE OPERATION AND MAINTENANCE OF THE REGIONAL RADIO SYSTEM ("RRS") IN FY-2012. (TCES)

Summary & Staff Recommendation:

The RRS program is a cooperative effort involving partners from the City of Austin, University of Texas at Austin, Austin Independent School District, and Travis County. This radio system enables public safety/service agencies to communicate and cooperate with each other by allowing for direct access to information and the beneficial exchange of it.

The Travis County Emergency Services ("TCES") recommendation is to approve the contract modification. Given that this agreement automatically renews annually, the requested action will be an internal administrative change for informational purposes and to confirm contractual spending authority for Travis County's portion of the shared program budget this fiscal year.

County representatives on the Operating and Governing Boards, the RRS Program Manager, as well as other city and county resource staff support the recommendation.

Commissioners Court previously approved a similar item as Modification No. 7 for FY-2011.

There appear to be no issues or concerns with approving the requested action, as this is a routine and expected item that typically occurs in the December/January time frame each year.

Budgetary Impact:

The necessary funding of $1,013,492 for Travis County's FY-2012 RRS O&M share is a budgeted expense included in the 001-4705-579-5001 account for TCES.

Travis County's approved FY-2011 RRS O&M budget was $952,850. Therefore, the FY-2012 obligation is an approximate increase of 8% over last year.

Attachment(s):

Final Approved FY-2012 RRS Operations & Maintenance Budget – Exhibit G
Travis County Purchase Requisition 542990

Cc:

Members –	Dedric Knox, Constable Pct. 1; Mike Joyce, TNR; Paul Knight, TCSO; Pete Baldwin, TCOEM;
Audit –	Jose Palacios, Kapp Schwebke
Legal –	Barbara Wilson
PBO –	Randy Lott
Purchasing –	Lori Clyde
TCES –	Brad Bearden, Christine Lego, Toby Fariss (TF)

City of Austin - Wireless Communication Services
RRS Interlocal Agreement for the Operation and Maintenance of The Regional Radio System - Exhibit G
- For the Interlocal Agreement fiscal year, October 1, 2011 - September 30, 2012 (FY12)
****** APPROVED ON 09/29/2011 ******

	FTE Summary 2011-12	Operations/ Warranty 2011-12	FY12 Inter-Local Share 40.62%	FY12 COA Share 59.38%	Travis County 28.78%	AISD 7.96%	UT Austin 3.88%	Total Allocated 100.00%
Trunked Radio Manager	1.0	117,113	47,571	69,542	33,705	9,322	4,544	117,113
Radio Technician V	1.0	88,992	36,149	52,843	25,612	7,084	3,453	88,992
Radio Technician V	1.0	86,808	35,261	51,547	24,983	6,910	3,368	86,808
Administrative Senior	0.5	20,550	8,347	12,203	5,914	1,636	797	20,550
Stores Specialist Senior	0.5	23,708	9,630	14,078	6,823	1,887	920	23,708
Stores Specialist Senior	0.5	24,549	9,972	14,577	7,065	1,954	953	24,549
Overtime		15,000	6,093	8,907	4,317	1,194	582	15,000
Total Personnel Salaries		**376,720**	**153,023**	**223,697**	**108,419**	**29,987**	**14,617**	**376,720**
APCO, MTUG Membership		300	122	178	86	24	12	300
Fleet Maintenance & Fuel		11,180	4,541	6,639	3,217	890	434	11,180
Wireless Comm Equipment		1,800	731	1,069	518	143	70	1,800
Tower Leases		204,000	82,865	121,135	58,712	16,238	7,915	204,000
Tower Utilities		153,000	62,149	90,851	44,034	12,179	5,936	153,000
Tower Phone Lines		100	41	59	29	8	4	100
Security and Monitoring		49,500	20,107	29,393	14,247	3,940	1,920	49,500
Tower Site Maintenance		15,000	6,093	8,907	4,317	1,194	582	15,000
Tower Inspection Contract		25,000	10,155	14,845	7,195	1,990	970	25,000
Tower Climbing Crew contract		20,000	8,124	11,876	5,756	1,592	776	20,000
Dictaphone Recording System Maintenance		60,000	24,372	35,628	17,268	4,776	2,328	60,000

	FTE Summary 2011-12	Operations/ Warranty 2011-12	FY12 Inter-Local Share 40.62%	FY12 COA Share 59.38%	Travis County 28.78%	AISD 7.96%	UT Austin 3.88%	Total Allocated 100.00%
Generator Preventative Maintenance		20,000	8,124	11,876	5,755	1,592	777	20,000
Motorola Maintenance Contract		2,239,916	909,854	1,330,062	644,648	178,297	86,909	2,239,916
EM Software Maintenance Fee		1,000	406	594	287	80	39	1,000
Test Equipment Support		5,000	2,031	2,969	1,439	398	194	5,000
Internal WCSD Service		288,000	116,986	171,014	82,887	22,925	11,174	288,000
Mileage Reimbursement		3,000	1,219	1,781	864	239	116	3,000
Copier Rental		1,000	406	594	287	80	39	1,000
Total Contractual		**3,097,796**	**1,258,326**	**1,839,470**	**891,546**	**246,585**	**120,195**	**3,097,796**
Travel/Training		10,000	4,062	5,938	2,878	796	388	10,000
Total Commodities		**10,000**	**4,062**	**5,938**	**2,878**	**796**	**388**	**10,000**
Total Non-Capitals		**3,484,516**	**1,415,411**	**2,069,105**	**1,002,843**	**277,368**	**135,200**	**3,484,516**
High-Priority Spare Equipment		37,000	15,029	21,971	10,649	2,945	1,435	37,000
Total Capitals		**37,000**	**15,029**	**21,971**	**10,649**	**2,945**	**1,435**	**37,000**
TOTAL REQUIREMENTS		**$ 3,521,516**	**$ 1,430,440**	**$ 2,091,076**	**$ 1,013,492**	**$ 280,313**	**$ 136,635**	**$ 3,521,516**

Note: RRS Partner percentages have been rounded to two decimal places. The actual amount owed by each Partner for FY12 is shown at the bottom of the Partner column in the row entitled "Total Requirements."

Updated 1-19-12, 4:15pm

PURCHASE REQUISITION NBR: 0000542990

STATUS: AUDITOR APPROVAL
REASON: COA RRS O & M ++PLACE HOLDER FOR IL040167LC++++++

REQUISITION BY: LEGOC X44855 DATE: 10/10/11

SHIP TO LOCATION: EMERGENCY SERVICES SUGGESTED VENDOR: 53547 CITY OF AUSTIN DELIVER BY DATE: 10/10/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FY 12 RRS - TRAVIS COUNTY'S SHARE COMMODITY: EQUIP MAINT RPR- RADIO/TV SUBCOMMOD: COMMUNICATIONS MAINTENANC	1013492.00	DOL	1.0000	1013492.00	

REQUISITION TOTAL: 1013492.00

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT		PROJECT	%	AMOUNT
1	00147055795001	REPR & MTNC-SERVCS PURCHD MAINTENANCE AGREEMENTS		100.00	1013492.00
					1013492.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

10/25/11 EM'D CL RE: CONTRACT STATUS.GMC
HOPE YOU ARE DOING WELL. YES, IT DOES HAVE A
CONTRACT WAITING TO GO TO COURT. I CAN'T TELL
YOU WHEN BUT IT SHOULD BE SOMETIME IN THE NEAR
FUTURE.

Updated 1-19-12, 4:15pm

GM200I13 **TRAVIS COUNTY** 1/12/12
Fiscal Year 2012 **Account Balance Inquiry** 16:57:41

Account number . . . :	1-4705-579.50-01	
Fund . . . . . :	001	GENERAL FUND
Department . . . . . :	47	EMERGENCY SERVICES
Division . . . . . :	05	TECHNOLOGY/COMMUNICATIONS
Activity basic . . . :	57	PUBLIC SAFETY (LAW ENF)
Sub activity . . . . :	9	EMERGENCY SERVICES
Element . . . . . :	50	REPR & MTNC-SERVCS PURCHD
Object . . . . . :	01	MAINTENANCE AGREEMENTS

Original budget . . . . . :	1,013,492	
Actual expenditures - current . :	.00	
Actual expenditures - ytd . . . :	.00	
Unposted expenditures . . . . . :	.00	
Encumbered amount . . . . . :	.00	
Unposted encumbrances . . . . . :	.00	
Pre-encumbrance amount . . . . . :	1,013,492.00	
Total expenditures & encumbrances:	1,013,492.00	100.0%
Unencumbered balance . . . . . :	.00	0.0

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

MODIFICATION OF CONTRACT NUMBER: IL040167LC Regional Radio System (RRS) O&M

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: **January 12, 2012**
ISSUED TO: **City of Austin** **P.O. Box 1088** **Austin, TX 78767-1088**	MODIFICATION NO.: **8**	EXECUTED DATE OF ORIGINAL CONTRACT: January 20, 2004

ORIGINAL CONTRACT TERM DATES: **January 20,2004-September 30, 2004** CURRENT CONTRACT TERM DATES: **October 1, 2011-September 30, 2012**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ 404,888.00 Current Modified Amount $ 1,013,492.00.

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.

Replace Exhibit G, RRS Interlocal Agreement for the Operation and Maintenance of the Regional Radio System Budget for FY11 with the attached Exhibit G, RRS Interlocal Agreement for the Operation and Maintenance of the Regional Radio System FY12 RRS O&M Budget.

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.

[X] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Updated 1-19-12, 4:15pm

City of Austin - Wireless Communication Services
RRS Interlocal Agreement for the Operation and Maintenance of The Regional Radio System - Exhibit G
- For the Interlocal Agreement fiscal year, October 1, 2011 - September 30, 2012 (FY12)
****** APPROVED ON 09/29/2011 ******

	FTE Summary 2011-12	Operations/ Warranty 2011-12	FY12 Inter-Local Share 40.62%	FY12 COA Share 59.38%	Travis County 28.78%	AISD 7.96%	UT Austin 3.88%	Total Allocated 100.00%
Trunked Radio Manager	1.0	117,113	47,571	69,542	33,705	9,322	4,544	117,113
Radio Technician V	1.0	88,992	36,149	52,843	25,612	7,084	3,453	88,992
Radio Technician V	1.0	86,808	35,261	51,547	24,983	6,910	3,368	86,808
Administrative Senior	0.5	20,550	8,347	12,203	5,914	1,636	797	20,550
Stores Specialist Senior	0.5	23,708	9,630	14,078	6,823	1,887	920	23,708
Stores Specialist Senior	0.5	24,549	9,972	14,577	7,065	1,954	953	24,549
Overtime		15,000	6,093	8,907	4,317	1,194	582	15,000
Total Personnel Salaries		**376,720**	**153,023**	**223,697**	**108,419**	**29,987**	**14,617**	**376,720**
APCO, MTUG Membership		300	122	178	86	24	12	300
Fleet Maintenance & Fuel		11,180	4,541	6,639	3,217	890	434	11,180
Wireless Comm Equipment		1,800	731	1,069	518	143	70	1,800
Tower Leases		204,000	82,865	121,135	58,712	16,238	7,915	204,000
Tower Utilities		153,000	62,149	90,851	44,034	12,179	5,936	153,000
Tower Phone Lines		100	41	59	29	8	4	100
Security and Monitoring		49,500	20,107	29,393	14,247	3,940	1,920	49,500
Tower Site Maintenance		15,000	6,093	8,907	4,317	1,194	582	15,000
Tower Inspection Contract		25,000	10,155	14,845	7,195	1,990	970	25,000
Tower Climbing Crew contract		20,000	8,124	11,876	5,756	1,592	776	20,000
Dictaphone Recording System Maintenance		60,000	24,372	35,628	17,268	4,776	2,328	60,000

	FTE Summary	Operations/ Warranty	FY12 Inter-Local Share	FY12 COA Share	Travis County	AISD	UT Austin	Total Allocated
	2011-12	2011-12	40.62%	59.38%	28.78%	7.96%	3.88%	100.00%
Generator Preventative Maintenance		20,000	8,124	11,876	5,755	1,592	777	20,000
Motorola Maintenance Contract		2,239,916	909,854	1,330,062	644,648	178,297	86,909	2,239,916
EM Software Maintenance Fee		1,000	406	594	287	80	39	1,000
Test Equipment Support		5,000	2,031	2,969	1,439	398	194	5,000
Internal WCSD Service		288,000	116,986	171,014	82,887	22,925	11,174	288,000
Mileage Reimbursement		3,000	1,219	1,781	864	239	116	3,000
Copier Rental		1,000	406	594	287	80	39	1,000
Total Contractual		**3,097,796**	**1,258,326**	**1,839,470**	**891,546**	**246,585**	**120,195**	**3,097,796**
Travel/Training		10,000	4,062	5,938	2,878	796	388	10,000
Total Commodities		**10,000**	**4,062**	**5,938**	**2,878**	**796**	**388**	**10,000**
Total Non-Capitals		**3,484,516**	**1,415,411**	**2,069,105**	**1,002,843**	**277,368**	**135,200**	**3,484,516**
High-Priority Spare Equipment		37,000	15,029	21,971	10,649	2,945	1,435	37,000
Total Capitals		**37,000**	**15,029**	**21,971**	**10,649**	**2,945**	**1,435**	**37,000**
TOTAL REQUIREMENTS		**$ 3,521,516**	**$ 1,430,440**	**$ 2,091,076**	**$ 1,013,492**	**$ 280,313**	**$ 136,635**	**$ 3,521,516**

Note: RRS Partner percentages have been rounded to two decimal places. The actual amount owed by each Partner for FY12 is shown at the bottom of the Partner column in the row entitled "Total Requirements."

Item 15

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, January 24, 2012
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve Contract Award for Culvert Pipe, IFB No. B120066-CW, to the low bidder, Contech Construction Products, Inc.

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

Ø This contract will provide Culvert Pipe materials to Travis County Transportation and Natural Resources.

IFB No. B120066-CW was issued on December 13, 2011. A total of twenty-four (24) vendors were solicited and two (2) bids were received. Travis County Transportation and Natural Resources recommend award to the low bidder, Contech Construction Products, Inc.

Ø **Contract Expenditures:** Within the last twelve (12) months $104,092 has been spent against this requirement.

Ø **Contract-Related Information:**

Award Amount: Estimated Quantity-as need requirements
Contract Type: Annual
Contract Period: January 26, 2012 through January 25, 2013

Ø **Solicitation-Related Information:**

Solicitations Sent:	24	Responses Received:	2
HUB Information:	N/A	% HUB Subcontractor:	N/A

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

Ø **Funding Information:**

- ☐ Purchase Requisition in H.T.E.: N/A
- ☐ Funding Account(s): 099-4941-621-3061
- ☐ Comments: Requisitions are processed at time of requirement.

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

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

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

RECEIVED
JAN 12 2012
TRAVIS COUNTY
PURCHASING OFFICE

January 11, 2012

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: Steven M. Manilla, P.E., County Executive

SUBJECT: Award of solicitation B120066-CW
Culvert Pipe

TNR recommends that Travis County award the above mentioned solicitation to the overall low responsive bidder, Contech Construction Products, Inc.

The commodity/sub-commodity codes for Culvert Pipe are 210/027 and 210/029. The budget line item is 099-4941-621-3061.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

CJ:SMM:cj
Contract File

Wilson Culverts, Inc.	First Offer - $1,200.00	1 / each	$1,200.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

B120066-CW--18-05 GROUP 2 : 18d - 6:1 Tapered Ends					
Supplier	**Unit Price**	**Qty / Unit**	**Total Price**	**Attch.**	**Docs**
Contech Construction Products Inc.	First Offer - $887.60	1 / each	$887.60		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			
Wilson Culverts, Inc.	First Offer - $1,640.00	1 / each	$1,640.00		Y
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

Contech Construction Products Inc. **$117,641.35 (95 / 95 items)**

Bid Contact **Mary Sherrill**
sherrillm@contech-cpi.com
Ph 972-590-2000
Fax 972-590-2039

Address **2201 W. Royal Lane**
Irving, TX 75063

Agency Notes:

Supplier Notes:

Wilson Culverts, Inc. **$127,626.17 (95 / 95 items)**

Bid Contact **Terry Huffines**
wilsonculverts@windstream.net
Ph 903-764-5605
Fax 903-764-2740

Address **P. O. Box 940**
Elkhart, TX 75839

Agency Notes:

Supplier Notes:

* *

Updated 1-19-12, 4:15pm

GM200I13 **TRAVIS COUNTY** 1/12/12
Fiscal Year 2012 **Account Balance Inquiry** 11:23:26

Account number . . . . :	99-4941-621.30-61	
Fund . . . . . :	099	ROAD & BRIDGE FUND
Department . . . . . :	49	TNR (TRANS & NATRL RESRC)
Division . . . . . :	41	ROAD & BRIDGE MAINTENANCE
Activity basic . . . . :	62	INFRA-ENV SCVS (TRNS&RDS)
Sub activity . . . . . :	1	TNR (TRANS & NATRL RESRC)
Element . . . . . :	30	OPERATG SUPPLIES,RP&E,NC
Object . . . . . :	61	ROAD & HIGHWAY EQ & SUPP

Original budget . . . . . :	243,451		
Revised budget . . . . . :	249,732	12/22/2011	
Actual expenditures - current . :	1,711.57		
Actual expenditures - ytd . . . :	33,660.53		
Unposted expenditures . . . . . :	.00		
Encumbered amount . . . . . :	12,682.92		
Unposted encumbrances . . . . . :	.00		
Pre-encumbrance amount . . . . . :	722.00		
Total expenditures & encumbrances:	48,777.02	19.5%	
Unencumbered balance . . . . . :	200,954.98	80.5	

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

Item 16

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
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: Ratify and Approve contract No. PS120118DW with Safeplace to provide supervised visitation and safe exchange center services as a sub-recipient of the Safe Havens Grant.

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

  This contract is for the provision of Supervised Visitation and Safe Exchange Grant Program services funded by the Safe Havens Grant awarded to Travis County by the Office on Violence Against Women.

  The overall goal of Safe Havens grant is to provide an opportunity for communities to support supervised visitation and the safe exchange of children by and between parents in situations involving domestic violence while also protecting children and adult victims from further trauma or violence.

  On January 10, 2012 the Commissioners Court approved the concept of Safeplace providing this program for Travis County, as well as, using a county facility for the Supervised Visitation and Safe Exchange Center as described in Attachment J of this agreement.

  With the complexity of the Safe Havens Grant and the establishment and development of the associated license agreements and program development, delays were experienced in the execution of this agreement. Expenses associated with the development of the program were accrued prior to this agreement being implemented. Therefore, it is requested that the Court ratify and approve the contract effective October 1, 2010.

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

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

- **Contract-Related Information:**
  Award Amount: $372,461.00
  Contract Type: Professional Services Agreement
  Contract Period: October 1, 2010 to September 30, 2013

- **Funding Information:**
  ☐ Purchase Requisition in H.T.E.: N/A see Comments.
  ☒ Funding Account(s): 651-4010-586-1001
  ☒ Comments: Grant funds can not be drawn down from the Office on Violence Against Women until this agreement has been executed.

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

Justice & Public Safety Division
Travis County Counseling & Education Services
Caryl Clarke Colburn, Director, P.O. Box 1748, Austin, TX 78767 (512) 854•9540

INTEROFFICE MEMORANDUM

TO: MARVIN BRICE, ASSISTANT PURCHASING AGENT
DAVID WALCH, ASSISTANT PURCHASING AGENT

FROM: CARYL COLBURN, CES DIRECTOR

SUBJECT: OVW SAFE HAVENS GRANT SUBRECIPIENT CONTRACT APPROVAL

DATE: 1/12/2012

CC: ROGER JEFFERIES, EXECUTIVE MANAGER, JUSTICE AND PUBLIC SAFETY
CYD GRIMES, TRAVIS COUNTY PURCHASING AGENT

The Counseling & Education Services department is requesting that the Purchasing Office place on the Commissioners Court for approval, the sub-recipient contract with SafePlace to provide services for Travis County in accordance with the terms of the Office on Violence Against Women to conduct the Safe Havens: Supervised Visitation and Safe Exchange Grant Program. On 01/10/12 the Commissioners Court approved the concept of SafePlace providing this program for Travis County, as well as, using a county facility for the Supervised Visitation and Safe Exchange Center (This is "Attachment J" of the sub-recipient contract). The Court is aware that the contract will be coming before them for approval of the above within the month of January. Thank you and please don't hesitate to call me if you have any questions.

SUBRECIPIENT AGREEMENT FOR THE CONDUCT OF THE SAFE HAVENS GRANT PROGRAM BETWEEN TRAVIS COUNTY AND SAFEPLACE

I. PARTIES

This Subrecipient Agreement ("Contract") is entered into by the following Parties: Travis County, a political subdivision of Texas ("County") and Travis County Domestic Violence and Sexual Assault Survival Center, DBA SafePlace, a non-profit organization (hereinafter "SafePlace" or "Contractor" or "Subrecipient").

II. RECITALS

The County has the authority to provide services to victims of domestic violence and their families under TEX. CODE CRIM. PROC., Chapter 56, TEX. FAM. CODE CHAPTER 264, and other statutes.

County has entered into a Grant agreement with the United States Department of Justice ("DOJ") for financial assistance to conduct the Safe Havens Grant Program, pursuant to the Violence Against Women Act of 1994, the Violence Against Women Act of 2000, the Omnibus Crime Control and Safe Streets Act of 1968, the Violence Against Women and Department of Justice Reauthorization Act of 2005, 42 U.S.C.A. § 10420, as amended, and Office on Violence Against Women ("OVW") Implementing Regulations at 28 C.F.R. pt. 90. Under 28 C.F.R. § 90.11, the County, as a recipient of Grant Funds, has authority to implement plans to consult and coordinate with non-profit, non-governmental, victim services organizations in the prevention, identification, and response to cases involving violence against women.

County has the authority to administer or otherwise engage in the Safe Havens' project under the above-referenced federal statutes and regulations and the above referenced Texas statutes.

County has received and is responsible for administration of Grant Funds made available through 42 U.S.C.A. § 10420.

County has received certain funds from DOJ through OVW under this statute for utilization in connection with the Safe Havens Project.

The Travis County Counseling and Education Services Department is the County's designated administrator for this DOJ grant which is governed by federal regulations codified under Title 28, Code of Federal Regulations, pt. 90.

As provided in the Rules and Regulations, County is authorized to contract by subgrant or subrecipient agreement with non-profit, non-governmental victims services organizations for services provided under the Safe Havens Project.

County desires to engage Contractor to implement and manage said Project.

Where goods or services are funded from federal, state, or local grants, Contractor will, according to the terms of the grant(s), provide goods and services necessary to achieve the grant's purpose in accordance with grant terms.

County and Contractor agree that Grant Funds will be drawn down as prescribed in the Grant agreement including the award package attached hereto as Attachment A.

Contractor will be a Subrecipient of Grant Funds from County under the County's Safe Havens Program.

The Commissioners Court of County may exempt personal and professional services from the competitive procurement process requirements, under 262.024(a)(4) of the Texas Local Government Code and has issued or hereby issues such

an order of exemption for services provided under this Contract.

Pursuant to the terms, conditions and provisions of this Contract, Contractor will provide personal and professional services under the Supervised Visitation and Safe Exchange Grant Program, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of the above and the hereinafter set forth agreements, covenants, and payments, the amount and sufficiency of which are hereby acknowledged, County and Contractor agree to the terms, conditions, and provisions stated in this Contract.

III. DEFINITIONS

1.0 **In this Contract**, including exhibits and attachments hereto,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Contract Funds" means all funds paid by County to Contractor pursuant to Section 13.0 and other applicable provisions of this Contract. Contract Funds consist of Grant Funds. Contract Funds may also consist of County funds in the event the County Commissioners Court, in its sole discretion, budgets such funds for the project in the future, by amendment, change, or modification of this Agreement pursuant to Section 3.0 hereof.

1.3 "Contract Term" means the Contract Term specified in Subsection 2.1 of this Agreement, or any other period of time designated in writing as a Contract Term by the Parties.

1.4 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.

1.5 "County Department" or "Department" means the Travis County Counseling and Education Services Department.

1.6 "County Purchasing Agent" means Cyd Grimes, the Travis County Purchasing Agent, or her successor.

1.7 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.

1.8 "Eligible Client" or "Client" means a victim including their dependents, described in 42 U.S.C.A. § 10420 and related federal regulations codified at 28 C.F.R. pt. 90.

1.9 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.

1.10 "Grant" means any contract or agreement governing use of funds from any funding source (other than County General Revenue Funds) from which funds will be paid for services provided under this Contract.

1.11 "Grant Funds" means funds available which:

(a) have as their source a grant from a federal, state, or local governmental agency, and/or a non-profit, non-governmental organization; and

(b) have an identified purpose, performance expectations, and financial standards that control expenditures; and

(c) have specific requirements for their use depending on whether the parties to a Grant funded agreement are contractors, subcontractors, recipients, subrecipients, grantees, or subgrantees, as determined by the original Grant, accounting principles or practices, and applicable federal and state regulations;

OR

(d) are provided from a source which the County has determined to be a Grant source.

1.12 "Is doing business" and "has done business" mean:

1.12.1 Paying or receiving in any calendar year any money or valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or

1.12.2 Loaning or receiving a loan of money, or goods, or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;

1.12.3 but does not include:

1.12.3.1 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;

1.12.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

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

1.14 "Manager" means Gretta Gardner, Safe Havens Grant Director, Travis County Counseling & Education Services, or her successor.

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

1.16 "Safe Havens Program" and "Safe Havens Project" and "Project" mean the Supervised Visitation and Safe Exchange Grant Program described in this Contract including the exhibits and attachments hereto and described in 42 U.S.C.A Section 10420, as amended.

1.17 "Reimbursable," "Allowable," or "Authorized Costs" mean those amounts authorized to be paid by County to Contractor under the terms of this Contract, including the exhibits and attachments hereto with Contract Funds.

1.18 "Subcontract" means any agreement between Contractor and another person to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part. "Subcontract" includes contracts, subcontracts, recipient agreements, subrecipient agreements, grantee agreements and/or subgrantee agreements.

1.19 "Subcontractor" means any person providing services required under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that person, including contractors, subcontractors, and other subrecipients of Contractor, and any person or persons providing services for Contractor which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract. "Subcontractor" includes contractors, subcontractors, recipients, subrecipients, grantees, and subgrantees.

1.20 "TCCES" means the Travis County Counseling and Education Services Department.

1.21 "TCCES Director" or "Director" refers to Caryl Colburn or her successor.

1.22 "Victim" means (i) a person who suffers injury or loss as a result of the criminal acts of another person, including domestic violence, child abuse, sexual assault, teen dating violence, and stalking, as well as any person who is a witness to violent crime, such as homicide, domestic violence, sexual assault, other assault, and kidnapping; (ii) the legal guardian of a victim, whether or not a legal relationship between the guardian and the victim exists in situations where the victim has a guardian because of the age of the victim or the physical or mental incompetence of the victim; and (iii) the parent, child, or other close family member or a significant person sharing a relationship with the crime victim.

Other definitions applicable to this Contract include the definitions set forth in 42 U.S.C.A. § 13925, as amended, 42 U.S.C.A. § 10421, 28 C.F.R. § 90.2, and 28 C.F.R. § 66.3.

IV. GENERAL TERMS

2.0 CONTRACT TERM.

2.1 **Contract Term and Grant Term**. The Parties acknowledge and agree that the Grant Term of this Contract is from October 1, 2010 through September 30, 2013, unless earlier terminated by the parties under the terms, conditions, and provisions of this Contract.

2.2 **Term Funding**. It is understood and agreed by the parties hereto that, in no event shall any term, condition, or provision of this Contract or any contract entered into under the terms, conditions, and provisions of this Contract be interpreted or construed to obligate the County beyond the Grant Funds approved by the Commissioners Court for this Contract for any County Fiscal Year/budget period and beyond Grant Funds actually received by County.

2.3 **Contract Renewal Term(s)**

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

2.3.2 Contract Renewal Terms. Unless sooner terminated pursuant to the terms, conditions, and provisions of this Contract, and conditioned upon County's continued receipt of Grant Funds approved by the Commissioners Court during the budget process related to the Contract Renewal Term, and within the limits of Grant Funds received by County, this Contract may be renewed under this Subsection 2.3 by written agreement signed by County and Contractor. This Contract may be renewed beyond the third year for additional, individual, one-year renewal terms, if, and to the extent the Grant Term is extended. The exercise of any option to renew the Contract Term under Subsection 2.1 hereof, and under this Subsection 2.3 shall be with the understanding that all terms, conditions, and provisions, including payment amounts, shall remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 3.0 of this Contract

to make any changes in those terms. Non-competitive renewal shall be based upon the Contractor's positive performance as determined by County and County's continuing receipt of Grant Funds.

2.3.3 Grant Terms. Renewal of any Grant-related terms will be as specified in the Grant Agreement and approved by the Commissioners Court.

3.0 AMENDMENTS, CHANGES OR MODIFICATIONS.

3.1 **Written**. Unless specifically provided otherwise in this Contract, any amendment, change, or modification ("Amendment") to the terms, conditions, and provisions of this Contract or any exhibits or attachments to it shall be made in writing and signed by both Parties. No Amendment concerning this Contract shall be of any force or effect unless entered into pursuant to this Section 3.0.

3.2 **Authority to Change. CONTRACTOR AGREES THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS, CONDITIONS, AND PROVISIONS OF THIS CONTRACT OR ANY EXHIBITS OR ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.** Verbal discussion or other indications of changes to this Contract will NOT be effective.

3.3 **Non-Compliance.** Contractor agrees that any action taken by Contractor which does not comply with the terms, conditions, and provisions of this Contract and which has not been approved under the terms, conditions, and provisions of the Contract or written amendment hereto (pursuant to this Section 3.0) subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract.

3.4 **Submission**. Contractor shall submit all requests for all Amendments (including all changes, alterations, additions or deletions) of the terms, conditions, and provisions of this Contract or any exhibit or attachment to it to the Travis County Purchasing Agent with copies to the Director and Manager. Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration.

3.5 **Purchasing Agent**. 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.

4.0 ENTIRE AGREEMENT

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

4.2 **Exhibits and Attachments**. The exhibits and attachments enumerated and denominated below are hereby incorporated by reference into this Contract, made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms, conditions, and provisions of this Contract.

4.2.1 Attachment A: Cooperative Agreement including Grant Award package;
4.2.2 Attachment B: Project Narrative;
4.2.3 Attachment C: Budget Detail Worksheet and Narrative;

4.2.4 Attachment D: Financial Accounting Practices;
4.2.5 Attachment E: Assurance/Certification Forms;
4.2.6 Attachment F: Ethics Affidavit including Key Contracting Persons List;
4.2.7 Attachment G: Semi-Annual Progress Report Form;
4.2.8 Attachment H: Travel County Encumbrance Form (Example);
4.2.9 Attachment I: Insurance Requirements; and
4.2.10 Attachment J: License Agreement between Travis County and SafePlace.

4.3 **Contractor Communication**.

4.3.1 General Communication. Contractor and County agree that, unless otherwise designated specifically in any term, condition, or provision of this Contract, all communications, requests, questions, or other inquiries related to this Contract shall initially be presented by Contractor to the County Department through the Manager.

4.3.2 Contract Issues. At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through the Manager. Contractor shall also provide written notice of the issue to the County Department through its Director, with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term, condition, or provision of this Contract, including any exhibit or attachment hereto, and including a waiver of any term, condition, or provision, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract. Any issue not resolved satisfactorily to both Parties under this Paragraph 4.3.2 may be addressed pursuant to Subsections 28.10 and 28.11 of this Contract.

4.4 **Miscellaneous Provisions.**

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

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

4.4.3 Project Responsibility. County Department is hereby designated as the representative of County regarding all Safe Havens Program matters and shall be responsible for the overall administration and management of that program and the manner in which the activities or projects described herein are conducted, except that SafePlace is responsible for the management of the supervised visitation and safe exchange center as provided in this Contract, including the exhibits and attachments hereto, and except that overall administration and management of the Program will be transferred gradually to SafePlace as described in Attachment D. County will monitor the performance of the Contractor against goals and performance standards required in this Contract including the exhibits and attachments hereto. Substandard performance as determined by County will constitute non-compliance with this Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by County (as specified in this Contract), suspension or termination procedures may be initiated which may result in withdrawal or termination of funding.

V. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

5.0 CONTRACTOR PERFORMANCE.

5.1 **Services and Activities**.

5.1.1 Requirements.

(a) General. During the Contract Term, Contractor, in collaboration with the County, shall perform, in a satisfactory manner as determined by County, through County Department, based on information and data provided by and through Department, services and activities in accordance with the terms of Attachment A, "Cooperative Agreement" (including Grant Award package), Attachment B, "Project Narrative," Attachment C, "Budget Detail Worksheet and Narrative," Attachment D, "Financial Accounting Practices," Attachment E, "Assurance/Certification Forms," Attachment F, "Ethics Affidavit including Key Contracting Persons List," Attachment G, "Semi-Annual Progress Report," Attachment H, "Travel County Encumbrance Form (Example)," Attachment I, "Insurance Requirements," Attachment J, "License Agreement" and with all other terms, conditions, and provisions stated in this Contract. Consistent with Attachments B and D, Contractor shall to perform the tasks, meet or exceed the requirements, and achieve the goals and objectives set forth in this Contract including the exhibits and attachments hereto.

(b) Grant Program Activities. The Supervised Visitation and Safe Exchange Grant Program is described in the Cooperative Agreement, including the Grant Award package, set forth in Attachment A.

(c) Program Requirements, Goals and Objectives. In performing services under this Contract, Contractor must meet or exceed the requirements, goals and objectives for the Program, which are set forth in Attachment A, consistent with 42 U.S.C.A, Section 10420 as amended. The goals and objectives of this Program include: (i) create a supervised visitation and safe exchange center that is comprehensive, responsible, affordable, and accessible, as described in Attachment B hereto, for families who have experienced domestic violence, child abuse, sexual assault, dating violence, and/or stalking and who have determined that a third party is needed to supervise visitation or facilitate a safe exchange; (ii) increase supervised visitation and safe exchange options for families with a history of domestic violence, child abuse, sexual assault, dating violence, and/or stalking, and who have determined, individually or through the courts, that a third party is needed to supervise visitation or facilitate a safe exchange; (iii) develop and strengthen victim services at the supervised visitation and safe exchange center for children and parents in situations involving domestic violence, child abuse, sexual assault, dating violence, and/or stalking, with the goal of preventing such violence where possible; (iv) develop and strengthen delivery of victim services to underserved populations, including racial, ethnic, cultural, language, and other underserved populations; (v) protect children from the trauma of witnessing domestic violence, child abuse, sexual assault, dating violence, and/or stalking, or experiencing abduction, sexual assault, physical abuse, or death during parent and child visitation and visitation exchanges; (vi) protect parents or caretakers who are victims of domestic violence, child abuse, sexual assault, dating violence, and/or stalking from experiencing further violence, abuse, or threats during child visitation exchanges; and (vii) establish collaboration between Contractor and County to ensure that Contractor is the lead agency for the Supervised Visitation and Safe Exchange Grant Program by the end of the three-year grant period, as described in Attachment D.

(d) Contractor shall take steps to provide meaningful access to programs and activities for persons with limited English proficiency. Contractor shall also provide County information and data showing that Contractor is providing program activities and services equitably to all segments of the service population covered by this Contract including the exhibits and attachments hereto.

(e) Contractor must collect and maintain information and data that measure the effectiveness of Grant funded activities. The limitations set forth in this Paragraph shall not be interpreted or construed to affect any other contract between the County and Contractor.

(f) Consistent with the Cooperative Agreement set forth in Attachment A including the Grant Award package and consistent with the terms, conditions, and provisions of this Contract including the remaining exhibits and attachments hereto, the County will reimburse Contractor for those expenses incurred by it in performing services under this Agreement, from the Grant Funds drawn down by County for each year of the Contract term unless this Contract is terminated earlier as provided in the termination provisions set forth in this document. Contractor will incur such expenses, consistent with this Contract, Attachment A hereto, and the remaining exhibits and attachments. For the Contract Term, Contractor's costs and expenses shall not exceed the County's drawn down limitation for the Contract Term. County shall not be liable for nor reimburse Contractor for any extra costs or expenses in connection with the Project or any additional funding in excess of the total amount stated in Attachment A, which may be required to meet the goals and objectives identified in Paragraph (c) of this Section, without prior approval by the County Commissioners Court by amendment, change, or modification to this Agreement pursuant to Section 3.0 hereof.

(g) Any fees charged to Clients for activities and services under this Contract must be charged on a sliding scale basis so that Clients with lower incomes pay less than Clients with higher incomes, except as otherwise provided by court order.

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

(a) Withholding of payments to Contractor under the Contract until Contractor complies with the applicable term, condition, or provision of the Contract;

(b) Suspension, termination or cancellation of the Contract, in whole or in part.

These actions by County may be taken in addition to any other specific action set forth in any term, condition, or provision of this Contract or allowed by law.

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

5.1.4 Grant Fund Activities. The Parties understand and agree that the Grant Funds for this Contract are Grant Funds from the United States Department of Justice, through the Office of Violence against Women, for the Supervised Visitation and Safe Exchange Program ("Grant"), Catalogue of Federal Domestic Assistance CFDA # 16.527 and that Contractor agrees as follows:

(a) Performance Requirements. Contractor agrees to perform all Grant activities pursuant to the requirements of the Cooperative Agreement including the Award Package ("Grant document"), which is attached to this Contract as Attachment A, consistent with 42 U.S.C.A Section 10420 as amended, 28 C.F.R. pt. 90 as directed by OVW, and other applicable federal statutes and regulations referenced in this Contract including the exhibits and attachments hereto.

(b) State and Federal Grant Requirements. Contractor also agrees to comply with all applicable state and federal Grant requirements, including but not limited to Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-122, A-133, and Texas' Uniform Grant Management Standards.

(c) Subcontractor Requirements. Contractor will ensure that all providers of services and/or goods under this Contract, who are receiving Grant Funds for Grant services and/or goods provided hereunder,

are contractually required to meet all applicable state and federal Grant requirements, as well as applicable terms and performance requirements of the Grant. Contractor will manage such providers, consistent with the requirements of this Contract including the exhibits and attachments hereto. Contractor will be responsible for timely identification of any potential subrecipients as defined by the Grant, specifically OMB Circular A-133, Section __.105, and applicable state and federal and other requirements and will notify County of any such potential subrecipients prior to contracting for Grant services and/or goods in order to secure County approval of such subrecipient and to establish an appropriate advance agreement on the terms and conditions of the sub-award.

(d) Certification and Assurances. Contractor agrees to provide, and to require all subcontractors to provide all required assurances for the receipt and expenditure of state and federal and other Grant Funds as requested by County. Contractor and all of Contractor's service providers and/or providers of goods (subcontractors) receiving Grant Funds shall provide to County the following assurances prior to receipt of payment by County for any Grant Activities utilizing Grant Funds, and for other activities as originally required by County pursuant to any applicable laws, rules, regulations, or grant requirements:

- Assurances - Non Construction Programs Standard Form 424B Prescribed by OMB Circular A-102
- Certification Regarding Lobbying and Disclosure of Lobbying Activities Standard Form - LLL Approved by OMB
- Protection of Human Subjects Assurance Identification/IRB
- Certification/Declaration of Exemption OMB No. 0990-0263
- Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters
- Certification Regarding Drug-Free Workplace Requirements
- Certification Regarding Environmental Tobacco Smoke
- Certification Regarding Maintenance of Effort
- Standard Assurances

Copies of the above forms are included in this Contract as Attachment E.

(e) Grant Term. Services and activities, including all reporting requirements, relating to Grant Activities provided under this Contract shall be provided in accordance with time and date specifications set forth in the Grant (Attachment A).

(f) Precedence. All services and activities provided by Contractor related to Grant requirements and paid for by County utilizing Grant Funds ("Grant Activities") shall be specifically subject to terms, conditions, and provisions of this Contract as well as those of the Grant and the other exhibits and attachments hereto. Should there be a conflict between requirements which cannot be reconciled, as determined by County, then the terms, conditions, and provisions shall be given precedence as follows:

1. Grant Contract including the Award Package;
2. this Contract.

(g) Financial Requirements. Contractor agrees, and agrees to require all subrecipients/subcontractors to agree to perform all grant activities pursuant to procedures developed by the County Auditor, including financial reporting, record-keeping, and site visit protocols for Contractor as subrecipient and for Contractor's subrecipients. Should Contractor or subrecipient(s)/subcontractor(s) disagree with such a procedure or protocol and such disagreement cannot be resolved by discussion with the County Auditor, the Contractor or subrecipient/subcontractor's sole remedy is to terminate this Contract pursuant to Section 19.4.

5.2 **Policies and Standards**.

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

5.2.2 Grievance Policies.

a. Procedure. Contractor shall, and shall require all Subcontractors to, have in place an appropriate written grievance review procedure to receive and resolve complaints, and shall provide the County Department with a copy of such procedure immediately upon request by County. County has no responsibility for resolution of any grievances or complaints against Contractor regarding any services provided in relation to this Contract, and Contractor agrees to advise Subcontractors of such in any agreement with Contractor for provision of services and/or goods related to this Contract; provided, however, Contractor is hereby notified that it must comply with requirements of the Grant award package in providing services to clients and must ensure that all of its subcontractors comply with applicable requirements. Included in the procedure will be the obligation of Contractor to make timely written communications to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County.

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

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

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

5.2.5 Standards. Contractor shall prescribe and implement standards by which the supervised visitation and safe visitation exchanges will occur. Such standards shall set forth in detail the process by which parents and children are protected during visitations, custody transfers, or other activities for which supervised visitation or safe exchanges are established. Contractor shall document and report to County any safety and security problems occurring during supervised visitation and safe exchanges, during the reporting period, as well as other information and data required under 42 U.S.C.A. § 10420, Paragraph (c).

5.3 **Directors' Meetings**. Contractor shall keep on file copies of notices of Directors' Meetings, Board

Meetings, or Committee meetings, Subcommittee meetings, Advisory Board meetings and other meetings covered by this Contract including the exhibits and attachments hereto, and Contractor shall also keep on file copies of minutes from such meetings. Upon request by County, copies of any of the above shall be provided to County Department.

5.4 **Forms**

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

5.4.2 IRS 990 Form. Contractor shall provide the Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 (Return of Organization Exempt From Income Tax) for each calendar year within 180 days of the Contractor's fiscal year end, but no later than September 30 of each year in which County funds are received under this Contract. If Contractor has filed an extension request which prevents the timely provision of the form 990, Contractor shall provide the Purchasing Agent with a copy of that application for extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of any final document(s) immediately upon receipt of such document(s). As used in this Paragraph 5.4.2 "County Funds" means Contract Funds provided by County to Contractor under this Contract including the exhibits and attachments hereto.

5.5 **Ownership of Property**.

5.5.1 Capital Acquisition Property ("Property"). For purposes of this Contract, "Capital Acquisition Property" (or "Property") shall be considered to be any tangible, non-expendable property purchased with Contract Funds. This Subsection 5.5 applies only to personal property. This Contract does not cover real property; however, the license on the use by SafePlace of a specific location is addressed in the license agreement, which is attached hereto as Attachment J.

5.5.2 Title. To the extent that Grant Funds are used to purchase any Property, title to such Property shall vest in Contractor if permitted under Title 28 C.F.R. Sections 66.32 and 66.33. Otherwise, title to such Property shall vest as prescribed in this Subsection 5.5. If property is not covered by either 28 C.F.R. Section 66.32 or 66.33, and if Contract Funds are used to purchase such property, title to such property shall vest in Contractor subject to the requirements of this Subsection 5.5, and except as otherwise provided in this Subsection 5.5.

5.5.3 Notice. Written notification must be given to the County Purchasing Agent pursuant to the "Notice" provision of this Contract within five (5) calendar days of delivery of Capital Acquisition Property, and County will then effect identification and recording of such Property for inventory purposes; and, written notification must be given to the County Purchasing Agent within five (5) calendar days of any change in the status of such Property. The Contractor shall maintain adequate accountability and control over such Property, shall maintain adequate Property records in accordance with Section 66.32 or as required by County, as applicable, and shall perform an annual inventory to be reported to the County Purchasing Agent no later than September 30 of each year in which Contract Funds are received, for up to two years after the termination or expiration of this Contract. Records and reports shall contain the necessary information and documentation to support compliance with this Subsection 5.5.

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

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

5.5.6 Contract Use. Property may only be purchased utilizing Contract Funds if such Property will be utilized by Contractor to provide or further the provision of the services purchased by County under this Contract. Such Property may also be used outside the area of this Contract only if such use does not interfere with or diminish the work required under this Contract. Within the limits of this Subsection 5.5, or as prescribed in 28 C.F.R. Section 66.32 or 66.33, as applicable, Contractor shall continue to use such Property in a manner which supports provision of the services provided under this Contract throughout the term of this Contract, and if Property is not covered by either Section 66.32 or 66.33, Contractor shall continue to use such Property in a manner which supports provision of the services provided under this Contract for two years after the termination or expiration of this Contract.

5.5.7 Applicability. The following provisions apply to Property which is not covered by either 28 C.F.R. Section 66.32 or 66.33.

(a) If Property is not covered by either 28 C.F.R. Section 66.32 or 66.33, and if such Property is purchased with Grant Funds and if such Property is at least twenty-four months old, the limitations of this Subsection 5.5 shall no longer apply to such Property. Once such Property is at least twenty-four months old, the requirements of this Subsection 5.5 cease to apply, and title in the Property shall vest in Contractor free and clear of any obligations to County.

(b) This Paragraph 5.5.7 shall not apply to any Property covered by either 28 C.F.R. Section 66.32 or 66.33. This Subsection 5.5 shall not apply to real Property. The use of real property at a specified location in connection with the Project is addressed in the license agreement, which is attached hereto as Attachment J.

5.5.8 Trade or Sale. If Contractor uses Property covered by this Contract as a trade-in or sells such Property, the proceeds shall either be used to purchase replacement property subject to 28 C.F.R. Section 66.32 or handled in accordance with applicable provisions of Part 66. Contractor shall notify the Purchasing Agent of such disposition and the identity of the new Property, where replacement equipment is purchased. All requirements of this Subsection 5.5 shall attach to such replacement Property. For Property that is not covered by either 28 C.F.R. Section 66.32 or 66.33, the proceeds shall be used either to purchase replacement equipment for a similar use or returned to County through the Purchasing Agent.

5.5.9 Certification. Contractor (through its Executive Director or other authorized signatory) shall provide annual written and signed notice to the Purchasing Agent regarding all Property and shall certify the continued use of such Property in compliance with this Subsection 5.5. This Certification shall be included with the annual inventory provided under Paragraph 5.5.4.

5.5.10 Failure to Continue Use. If Contractor cannot continue to meet the requirements of this Subsection 5.5 regarding Property, then Contractor shall either provide cash compensation for such Property to County in an amount equal to the fair market value of the Property (as agreed to by County), or return such Property to County through the Purchasing Agent, or request in writing disposition instructions from the Purchasing Agent, which instructions shall then be followed by Contractor.

5.5.11 Responsibility. Contractor shall assume responsibility for the protection of all physical property,

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

5.5.12 Security. Contractor shall ensure that adequate security measures, including adequate facilities, procedures, and personnel capable of preventing violence, are in place to protect clients, when the supervised visitation and safe exchange center begins operations.

5.5.13 Procurement. Contractor shall ensure that all purchases of materials, property, or services made using Contract Funds provided under this Contract, either by Contractor or Subcontractor(s), will be made according to the established statutory requirements relating to competitive bidding, and in accordance with the Procurement Standards of OMB Circular A-110, as implemented at Title 2 C.F.R. pt. 215. In the event that procurement standards of the Contractor are more restrictive than those in 2 C.F.R. 215, the more restrictive standards and requirements will apply. Contractor shall undertake to ensure that all Subcontracts let in the performance of this Contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all Subcontracts shall be forwarded to County along with documentation concerning the selection process.

5.5.14 Real Property. Simultaneously with this Contract, the Parties are executing a separate license agreement covering the use by SafePlace of a specified location to serve as the supervised visitation and safe exchange center. This agreement is attached hereto as Attachment J.

5.6 **Planning.** Contractor agrees to participate in the planning activities described in the exhibits and attachments to this Contract and in the long-term strategic planning process as requested by County and in collaboration with County.

5.7 **Insurance**.

5.7.1 Requirements. Contractor shall have, and shall require all its Subcontractor(s) of every tier providing services or goods under this Contract to have insurance, which meets the requirements set forth in Attachment I ("Insurance Requirements"). The terms, conditions, provisions, and requirements of Attachment I are hereby incorporated by reference herein and made a part of this Contract for all purposes, as if fully copied and set forth herein verbatim and constitute promised performances under this Contract.

5.7.2 Certificate(s) of Insurance. Contractor shall submit to the County Purchasing Agent certificate(s) of insurance no later than ten (10) working days after execution of this Contract by the Parties. Contractor shall provide new certificate(s) of insurance within ten (10) working days of any renewal date of this Contract, under the terms of this Paragraph 5.7.2 and Attachment I. All certificate(s) of insurance must meet the requirements of Attachment I and comply with the terms, conditions, and provisions of this Subsection 5.7.2.

5.8 **Indemnification and Claims.**

5.8.1 **INDEMNIFICATION. Contractor agrees to and shall indemnify, defend, and hold harmless County, its officers, employees, agents, and representatives, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, whether meritorious or not, including all expenses of litigation, court costs, and attorneys' fees ("claims"), for injury or death of any person, for damage to any property, or for any act or omission by Contractor, arising out of or in connection with, directly or indirectly, the work performed by Contractor under this Contract, whether such injuries, death, or damages are caused by Contractor's sole negligence or the joint negligence of**

Contractor and County or the joint negligence Contractor and any third party. Work done by Contractor under this Contract includes work done by Contractor, its officers, agents, representatives, employees, volunteers, subcontractors of every tier, consultants, or other persons or entities performing services and activities or providing goods under this Contract including the exhibits and attachments hereto. This indemnification shall also apply to any claims arising in connection with any alleged or actual infringement or misappropriation of existing licenses, patents, trade secrets, trademarks, service marks, or copyrights, or any other intellectual or proprietary interests or rights applicable to materials used or produced under this Contract.

5.8.2 Claims Notification. If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor shall give Department written notice within three (3) working days of being notified of this claim or threat of claim. Such notice shall include: written description of the claim; the name and address of the person, firm, corporation, or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the alleged basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 23.0 of this Contract. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims, actions or proceedings.

5.9 **Materials and Publications.** When material not originally developed by Contractor is submitted or included in a report, it shall have the source identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with all applicable federal statutes covering patent rights, copyrights, trade secrets, trademarks, service marks, and other intellectual or proprietary interests or rights in materials, publications, software, and computer equipment used in connection with this Contract including the exhibits and attachments hereto.

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

5.10.1 Ownership of Materials. Subject to 28 C.F.R. Section 66.32 and 28 C.F.R. Section 66.33, all reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material created and/or submitted by Contractor under the terms, conditions, and provisions of this Contract shall become the property of County. Contractor may publish the results of the Contract performance at its expense with prior County review and approval. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767, (*the year of publication*), All Rights Reserved." If Contractor is the copyright holder, any publication shall include acknowledgment of the support received from County. At least six copies of any such publication must be provided to County through County Department. County reserves the right to require additional copies before or after the initial review.

5.10.2 Grant Property. In accordance with the Grant agreement including the Award Package ("Attachment A"), OVW reserves a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for federal government purposes: (a) any work that is subject to copyright and that was developed under the award, any subaward, contract or subcontract pursuant to the award set forth in Attachment A; and (b) any work that is subject to copyright for which ownership was purchased by County, Contractor, or a subcontractor with support under the award set forth in Attachment A. In addition, the County, Contractor, or subcontractor, as applicable, must obtain advance written approval from the OVW Program Manager assigned to the attached

award, and must comply with all conditions specified by the Program Manager in connection with that approval before: (i) using award funds to purchase ownership of, or a license to use, a copyrighted work; or (ii) incorporating any copyrighted work, or portion thereof, into a new work developed with the award. Contractor must include the requirements of this Paragraph 5.10.2 in any subcontracts supported by Grant Funds.

5.10.3 Adherence and Indemnification. Contractor warrants and agrees that all applicable copyrights, patents, licenses, trademarks, trade secrets, service marks, and other intellectual or proprietary interests or rights which may exist on materials used in this Contract have been adhered to, and that County shall not be liable for any infringement of those rights; and the rights granted to County hereunder shall apply for the duration of this Contract.

5.10.4 License to Use. To the extent that title to any work may not (or does not), vest in County by operation of law or Contract requirement, or where such work may not be considered a work made for hire, Contractor hereby grants to County an irrevocable, non-exclusive, and royalty-free license to use, reproduce, publish, revise, make disposition of, prepare derivative works, distribute to the public, to perform, and to display publicly, for or on behalf of County according to law, any material (including software) that may be developed as part of the work under this Contract. In addition, Contractor acknowledges and agrees that any such work is also subject to Paragraph 5.10.2 hereof. If Contractor does not assert a copyright interest, any and all material developed by Contractor in the course of or pursuant to this Contract is an open record, except as provided otherwise in 28 C.F.R. pt. 66.

5.11 **Employee Offenses.**

5.11.1 Contractor shall remove any employee, (including volunteers or other persons working under the direction of Contractor) from direct client contact, if such employee has been alleged to have committed an offense of abuse, neglect, or exploitation or other offense against the person, or an offense against the family, or an offense involving public indecency under the Texas Penal Code, or an offense under the Texas Controlled Substances Act. If it is determined that the employee has not committed such offense(s), the employee may again be assigned to direct client contact; however, Contractor shall notify the County of its intent to do so at least ten (10) working days prior to such reassignment. The Contractor must provide County with further information concerning the reasons for the reassignment upon the request of County. If the employee is found to have committed any of the offenses listed in this Section, the employee shall not be reassigned to duties involving any direct contact with clients.

5.11.2 Contractor agrees to have in place written policies and procedures for verifying criminal history and any current criminal indictment involving the offenses listed in Subsection 5.11.1 of any employee having direct contact with clients, and shall maintain evidence of having processed all employees through such procedures. As used in this Paragraph 5.11.2 "employee" or "employees" shall have the meaning set forth in the first sentence of Paragraph 5.11.1.

5.11.3 This Section 5.11 shall also apply to any employees of subcontractors who have direct client contact, and Contractor shall ensure that all subcontractors have policies and procedures in place to ensure compliance with this Subsection 5.11.

5.11.4 In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 5.11, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the Manager, for a determination as to such request for waiver. Contractor may present such a request for waiver whether the fact situation involves an employee, a contractor, or any of its subcontractor(s). As used in Paragraph 5.11.3 and this Paragraph 5.11.4, "employee" has the definition set forth in the first sentence of Paragraph 5.11.1, except that an employee may be working under the direction of either the Contractor or a subcontractor.

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

5.13 **Employee Qualifications**. If specific qualifications are set forth in job descriptions required by County, or attached to any position related to providing services and performing activities under this Contract, only personnel with the minimum, required qualifications or higher qualifications will be assigned to perform the job or position in question or to fill a vacancy in the job or position, unless a written waiver is granted by the County.

6.0 ACKNOWLEDGMENTS, WARRANTS, AND ASSURANCES.

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

6.2 **Expertise.** Contractor warrants that Contractor including its personnel and subcontractor(s) have expertise in the area of family violence, including the areas of domestic violence, child abuse, sexual assault, dating violence, and stalking, as needed for Contractor including its personnel and subcontractor(s) to perform services under this Contract.

6.3 **Accurate Information**. Contractor warrants that all reports, documents, data and other information ("Information") submitted to County will be accurate, current, complete, reliable and verifiable. Approval by County of such Information shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its officers, employees, agents, representatives, subcontractors, or other associates for the accuracy and competency of their reports, documents, data, services, or other information as required in this Subsection, nor shall approval be deemed to be the assumption of such responsibility or liability by County, its officers, employees, agents, and representatives, for any defect, error, act, omission, or negligence by Contractor, its officers, employees, agents, representatives, subcontractors, or other associates.

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

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

6.6 **Maintenance of Effort**. Contractor acknowledges and agrees that Contract Funds will be utilized to supplement rather than supplant funds otherwise available for the program, and that Contract Funds may not be substituted for funds or resources from any other source, nor in any way serve to reduce the funds or resources which would have been available to or provided through Contractor had this Contract never been executed.

6.7 **Debarment, Suspension and Other Responsibility Matters**. Certification under this Subsection 6.7 provides for compliance with certification requirements under Executive Order 12549 ("Debarment and Suspension). Contractor, by signing this Contract, hereby certifies that, to the best of its knowledge and belief, it and its officers, employees, agents, representatives, subcontractors, and other associates:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in any federally assisted programs or covered transactions by any federal department or agency under Executive Order 12549, or 2 C.F.R. pt. 180, subparts A-I, as supplemented by 2 C.F.R. pt. 2867.

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, or bribery; falsification or destruction of records; making false statements; or receiving stolen property;

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

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

Where Contractor is unable to certify to any of the statements in this Subsection 6.7, Contractor shall provide an explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

7.0 COMPLIANCE.

7.1 **Federal, State, and Local Laws**.

7.1.1 General Compliance. Contractor shall provide all services and activities performed under the terms, conditions, and provisions of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"); HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 C.F.R. Parts 160 and 164; Texas Occupations Code, Chapter 159; the Age Discrimination Act of 1975, Executive Order 11063; Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086; non-discrimination in employment and contracting opportunities; regulations on civil rights at Title 40 Texas Administrative Code Chapter 73. Contractor shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age, or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

7.1.2 Grant Compliance. In addition, Contractor agrees to comply with the requirements of 28 C.F.R. pt. 66 (U.S. Department of Justice regulations) unless a particular provision is made inapplicable by its terms, and

28 C.F.R. pt. 90 (OVW regulations implementing certain provisions of the Violence Against Women Act, enacted by Title IV of the Violent Crime Control and Law Enforcement Act of 1994) unless a requirement is waived by OVW. Contractor also agrees to comply with all other applicable federal, state, and local laws, regulations, and policies governing the funds provided under this Contract.

7.1.3 Hatch Act. Contractor agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engage in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

7.1.4 Drug-Free Workplace. Pursuant to the Drug-Free Workplace Act of 1988, 41 U.S.C.A., § 8101 et seq. (including without limitation Section 8103), Contractor certifies that it will provide a drug-free workplace in accordance with the Act and with the rules found at 2 C.F.R. pt. 382 as amended.

7.1.5 Clean Air Act. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.A. § 7603 - 7609), Section 508 of the Clean Water Act (33 U.S.C.A. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. pt. 50), insofar as the statutes and regulations apply to performance of this Contract.

7.1.6 Energy Efficiency. Contractor shall comply with all applicable, mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.A. § 6201).

7.2 **Confidentiality.**

7.2.1 Method. Contractor shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with applicable federal laws, rules, and regulations, applicable state laws, rules, and regulations, applicable local laws, rules, and regulations, and applicable professional ethical standards, subject to the Texas Public Information Act. Contractor shall have safe, confidential, secure, and effective protocols, procedures, policies, and systems for protecting personally identifiable information of clients and other confidential information. This provision shall not be interpreted or construed as limiting County's right of access, through TCCES, to Eligible Client information, or as limiting the County's right of access to other records and materials as required by the County Auditor's office, and County shall have rights of access to such information, records, and materials, except as otherwise specifically prohibited by applicable law.

7.2.2 Limited Access. Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, in writing, through TCCES or the County Auditor's office, as applicable, with specific, relevant, legal authority precluding County's access to Eligible Client information, including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information. This Paragraph shall not be interpreted or construed to limit in any way the County's right of access to other records and materials as required by the County Auditor's office.

7.2.3 Masking. Where Client information is specifically made confidential by applicable law and upon authorization from County, through TCCES, to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluation of Contractor's performance in any way.

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

7.2.5 Privacy. Contractor shall, and shall ensure that all Subcontractors, comply with state and federal laws relating to the privacy and confidentiality of client records that contain protected health information, or other information made confidential by law, and shall maintain client records in compliance with state and federal laws relating to the security and retention of client records. Contractor shall, and shall ensure that its Subcontractors, maintain all client records in accordance with all applicable federal statutes, federal regulations, state statutes, and state regulations governing client records. As used in this Paragraph 7.2.5, "client records" include records of persons served by the Contractor under this Contract, as well as records of persons deemed ineligible for services provided under this Contract.

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

8.0 RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS.

8.1 **Retention of Records**

8.1.1 Time Requirement. Contractor shall obtain or create and maintain all records, reports, and other documentation required and/or created relevant to performance under this Contract, including but not limited to those specifically set out in this Section 8.0, until all evaluations, audits, and other reviews have been completed and all questions or issues arising from those evaluations, audits, and reviews are resolved satisfactorily by County, or for three (3) years after the end of the final Contract period, whichever occurs later. Such records, reports, and other documentation include fiscal records, reports, and documentation. Fiscal records, reports, and other documentation include, but are not limited to, the County records, written policies and procedures, correspondence, and any other records, reports, or other documentation which are pertinent to costs and expenses related to this Contract. Contractor shall document such costs and expenses in sufficient detail to properly identify costs and expenses including direct and indirect costs of labor, material, equipment, furniture and related items, supplies, services, and all other costs and expenses of whatsoever nature related to this Contract.

8.1.2 Document Destruction. Contractor agrees that it will not destroy or alter any document in order to prevent its use in any audit, review, or evaluation authorized under this Contract, or in any official investigation or proceeding (for example, federal, state, or local investigation, bankruptcy, etc.).

8.2 **Client Records.**

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

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

(a) Name;
(b) Application date;
(c) Residential address and phone number;
(d) Date of Birth;
(e) Household Income;
(f) Eligibility information;
(g) Service rendered;
(h) Any support documentation;
(i) Family status;
(j) Number in household;
(k) Enrollment Date;
(l) Exit Date;
(m) Any other information required by the Grant.

8.2.3 Statistical Information. Contractor shall obtain and/or create and maintain the following information on the program:

(a) number of persons served;
(b) number of persons seeking services who could not be served;
(c) number of individuals from underserved populations served;
(d) number of persons from underserved populations seeking services who could not be served;
(e) number of supervised visitation and exchange centers supported by the Program;
(f) number of supervised visits between parents and children;
(g) number of supervised exchanges between parents and children;
(h) other relevant information required under 42 U.S.C.A. § 10420, Paragraph (d) including any and all amendments thereto.

8.3 **Fiscal Records**. Contractor shall obtain and/or create and maintain all fiscal records and documentation for all expenditures and payments pertaining to this Contract in accordance with 28 C.F.R. § 66.20, and in accordance with Generally Accepted Accounting Principles (GAAP) or with Other Comprehensive Basis of Accounting (OCBOA) consistent with state law; and, such records shall be kept in a readily available state and location until a financial audit in conformance with generally accepted auditing standards is completed and all questions arising therefrom are resolved satisfactorily as determined by County or for three (3) years after the end of the Contract period, whichever occurs later.

8.4 **Access**. At no cost or charge to County, Contractor shall give, and shall require all Subcontractors to give, County, OVW, DOJ, the Controller General of the United States, or other authorized federal officials, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor. These rights shall include accessibility for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein including rights to conduct audits, reviews, evaluations, and examinations and take excerpts and transcriptions.

8.5 **Adjustment**. Contractor may, at any time, request in writing to the Manager that County clarify or provide a waiver of all or a portion of the record keeping requirements in this Section 8.0. Only waivers granted by County under this Subsection 8.6 and in writing will be effective to change any requirement in this Section 8.0.

8.6 **Rights to Materials.** Subject to Subsections 5.9 and 5.10 hereof, all reports, charts, schedules, records, or other appended documentation of Contractor which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Contractor to County or created by Contractor under this Contract,

including the exhibits and attachments hereto, are the property of County.

9.0 REPORTING REQUIREMENTS.

9.1 **Semi-Annual Progress Reports**. On July 20 and January 20, respectively, of each year of the Grant Period during the Contract Term, as applicable, Contractor shall provide TCCES with semi-annual progress reports that describe Project activities and program effectiveness including program effectiveness measures during the reporting periods, January 1 - June 30, and July 1 - December 31, respectively. Contractor must collect and maintain information and data that measure the effectiveness of such Project activities and include such information and data in the applicable progress reports. Such information and data include the information and data described in Subsections 8.2 and 8.3 of this Contract and 42 U.S.C.A. § 10420 including any and all amendments thereto. In addition, such progress reports must include brief information comparing actual accomplishments to the goals and objectives specified in this Contract and established for the period, reasons for any slippage if established goals and objectives were not met, and additional appropriate information including, where appropriate, analysis and explanation of cost overruns or high unit costs. The requirement of a performance report may be waived by County when either DOJ or OVW decides that such report is not needed.

9.2 **Final Reports.** Contractor shall provide County with a final report regarding activities covered by the initial planning grant no later than December 1, 2011. Within sixty (60) days after the end of the Grant award period or expiration of the Contract, as applicable, Contractor shall deliver a final report on project activities during the Grant period, as required by TCCES and/or as required under applicable requirements of the Grant program set forth in Attachment A. The final report must include, at a minimum, a summary of progress toward achieving the goals and objectives of the Project, significant results, and any products developed under the program.

9.3 **Significant Events**. Where events which have a significant impact on program activities occur during any reporting period, Contractor shall inform County of such event(s) as soon as it becomes known to Contractor. Contractor will inform the County in writing of any problems, delays, or adverse conditions which will materially impair the ability of Contractor or its subcontractor(s) to meet program goals and objectives. In this report to County, Contractor must also include a statement of any action(s) taken or contemplated by Contractor to remedy the situation and any assistance needed by Contractor to resolve the situation. Contractor will also inform the County in writing of any favorable development(s) which will enable Contractor to meet schedules and objectives sooner than originally anticipated, to meet schedules and objectives at less costs than originally anticipated, or to produce more beneficial results than originally planned. If County determines that Contractor is no longer able to perform its obligations under this Contract because of a significant event, County may terminate this Contract in accordance with Section 19.0 hereof.

9.4 **Financial Reports**. Contractor shall deliver to TCCES copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance Sheet and Income Statement, within thirty (30) days after the end of the calendar quarter to which the report relates or at a time mutually agreed to by the Contractor and the County.

9.5 **Additional Reports**. Contractor shall deliver to County Department within twenty (20) working days any and all special reports, data, and information which the County requests that Contractor make as a routine or special request.

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

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

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

9.9 **Annual Report**. Upon request, Contractor will provide County, through its Board members, an annual report which will contain the same data and information described in Subsections 8.2, 9.1, and 9.3 and be in the same format as that of the Reports described in Subsection 9.1. Performance measures, described in Subsections 8.2, 9.1, and 9.3, including any changes made by agreement of the Parties during any Contract Term, are incorporated and made a part of this Contract. At the request of County, Contractor will also include in the Annual Report additional data and information of the type described in Subsection 9.5. The Annual Report related to this Contract will be submitted by Contractor to Department no later than sixty (60) days following the ending date of the relevant Contract Term.

9.10 **Other Funding Sources**.

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

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

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

(b) Provide Department with thirty (30) days written notice if the decrease in funding requires the termination of this Contract, in whole or in part, such notice to include a description of the effect on services expected to result from such decrease. Notwithstanding the notice, if Contractor and County mutually agree in writing to changes to this Contract necessary to absorb said decrease/termination of funding, this Contract may be amended pursuant to Section 3.0. County will only agree to said amendment if the re-negotiation process results in the continued provision of services at an effective level as reasonably determined by County. Any decrease in services agreed to by County and Contractor shall also reflect a comparable decrease in the funding obligations of County set forth in Section 13.0 herein, as evidenced in writing in an amendment made pursuant to Section 3.0 of this Contract, said amendment to include the effective date of such change and the corresponding change to the payment(s) made by County to Contractor.

9.10.3 Nonsupplantation. Grant funds cannot be used to replace state or local funds that would otherwise be available for the project.

9.11 Program Income.

9.11.1 All program income is a percentage reflecting the relationship of County contract funds to the Contractor's total Safe Havens Grant budget. All program income, as defined at 28 C.F.R. Section 66.25, will be returned to County immediately upon being earned, as described in this Subsection. Program income is defined in 28 C.F.R. Section 66.25, Paragraph (b), as gross income received by Contractor and directly generated by a Grant supported activity or earned only as a result of the Grant agreement during the Grant period, except as otherwise specifically provided in 28 C.F.R. Section 66.25. Program income includes income from fees for services performed, from the use or rental of real or personal property acquired with Grant Funds,

from the sale of commodities or items fabricated under a Grant agreement, and from payments of principal and interest on loans made with Grant Funds. Except as otherwise provided in applicable federal regulations, program income does not include interest on Grant Funds, rebates, credits, discounts, refunds, or similar items or interest on any of them. The determination and disposition of Grant income is subject to 28 C.F.R. Sections 66.25 and 66.32. As used in this Paragraph 9.11.1, the phrase "during the Grant period" means the time between the effective date of the award and the ending date of the award reflected in the final financial report.

9.11.2 Contractor shall report on a monthly basis, and return to the County all program income received or accrued during the preceding month, which will be calculated taking into consideration the percentage relationship of County contract funds to Contractor's total annual budget. Alternative arrangements to this requirement may be made only upon written request to and written approval by the County.

9.11.3 Contractor shall include this Subsection 9.11 in its entirety, in all of its Subcontracts involving income-producing services or activities.

9.11.4 It shall be Contractor's responsibility to obtain from the County a prior determination as to whether or not income arising directly or indirectly from this Contract, or from the performance thereof, constitutes program income, and unless otherwise approved in writing by the County, the Contractor shall be responsible to County for the repayment of any and all amounts determined by the County to be program income.

9.11.5 Any program income (as defined in this Subsection 9.11) in possession of Contractor that has not been returned to County when this Contract expires or is terminated, or is received by Contractor after this Contract expires or is terminated, shall be transferred or paid to County in accordance with the provisions of this Contract.

9.12 **Due Dates**. County may extend the due date for any report required under this Section 9, if County determines that it will still be able to meet any applicable deadline specified by DOJ or OVW.

10.0 OUTSTANDING DEBT.

10.1 **Assignment for Taxes**. Notwithstanding anything to the contrary contained in this agreement, if Contractor is delinquent in the payment of property taxes, or of any taxes due to Travis County, at any time of invoicing for payment, Contractor hereby assigns any payment and/or advance to be made for services and activities provided to Eligible Clients under this Contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector. The terms of this Section 10.1 apply only insofar as allowed by the Grant.

10.2 **Disbursements to Persons With Outstanding Debt**.

10.2.1 Disbursements to persons with certain outstanding debts are prohibited by Section 154.045 of the Texas Local Government Code.

10.2.2 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:

(a) the Contractor is notified in writing that the debt is outstanding; and
(b) the debt is paid.

10.2.3 "Debt" as used in this Subsection 10.2 includes delinquent taxes, fines, fees, and indebtedness arising from written agreement with the County.

10.2.4 Contractor is hereby notified that County may apply funds County owes Contractor to offset or reduce the outstanding balance(s) of debt for which notice is made under Paragraph (a) above, if the notice includes a statement that the amount owed by the County to Contractor may be applied to offset or reduce the outstanding debt.

10.3 **Payment of Taxes**. Contractor agrees that neither federal, state, nor local income tax, nor payroll tax of any kind will be withheld or paid by County on behalf of Contractor or the employees of Contractor. Contractor will not be treated as an employee with respect to the services performed under the terms, conditions, and provisions of this Contract for federal and state tax purposes. Contractor accepts responsibility for the compensation of employees, withholding and payment of taxes, and for purchasing any liability, disability, or health insurance coverage deemed necessary by Contractor. Contractor understands that Contractor is responsible to pay, according to the law, Contractor's income tax. If Contractor is not a corporation, Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law. The responsibilities described in this Subsection 10.3 shall also apply to all Contractor's subcontractor(s).

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

10.5 **Taxes.** County shall not be liable for state, local, or federal excise taxes or any other taxes of Contractor. Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. The Contractor is responsible for both federal and state unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Contractor must comply with all federal and state tax laws and withholding requirements. County will not be liable to Contractor or its employees for any Unemployment or Workers' Compensation coverage, or federal or state withholding requirements.

VI. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

11.0 COUNTY APPROVAL.

Section 13.0 notwithstanding, the Parties expressly acknowledge and agree that County shall not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms, conditions, and provisions of this Contract to County's satisfaction and with County's approval, which shall not be unreasonably withheld.

12.0 COUNTY OBLIGATIONS.

12.1 **Current Revenue Funds**. County shall make payments of invoices for services to Contractor under this Contract from Grant Funds available to County, and from other Contract funds if approved by the Commissioners Court, in accordance with the Grant agreement ("Attachment A") and the remaining exhibits and attachments hereto. County is paying for the performance of governmental functions and services from current revenues made available to County from Grant Funds. The payment is in an amount that fairly compensates Contractor for the services or functions performed under this Contract.

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

12.3 **Immunity or Defense**. It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of County relating to this Contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to County against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of any immunities from suit or liability that County may have by operation of law. Travis County hereby retains all of its affirmative defenses.

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

VII. FINANCIAL PROVISIONS

13.0 CONTRACT FUNDS.

13.1 **Maximum Funds**.

13.1.1 Maximum Amount. Subject to the requirements in Paragraph 13.1.2, Subsection 13.2, and other applicable terms, conditions, and provisions of this Contract, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms, conditions, and provisions of this Contract, as determined by County, County shall provide Grant Funds not to exceed the following amount during the Contract Term:

$372,461.00

Of this $372,461.00 sum, the Contractor may use $15,000 to engage in planning activities as described in Attachment A, from the effective date of this Contract. For the Contract Term, the County will pay Contractor $372,461.00 or the amount authorized by OVW, with the amounts paid each year approved or authorized by OVW, and with payment contingent upon approval of the budget by OVW and release of funds to County. The amounts specified in this Paragraph 13.1.1 are agreed to be fixed ceiling amounts, and the contract amount shall not be considered as an "estimate-of-cost," "percentage-of-cost," or any kind of "cost-plus" sum, price, or amount. Contractor understands and agrees that this Contract is supported entirely by Grant Funds provided under the Supervised Visitation and Safe Exchange Grant Program and that the County is not obligated to provide any other funds under this Contract. In addition, the limitations set forth in this Paragraph 13.1.1 shall not be interpreted or construed to affect in any way any other contracts between the County and Contractor. The funds provided under this Contract shall be used only for the specific purposes described in this Contract including the exhibits and attachments hereto.

13.1.2 Budget.

(a) General. Grant Funds will be provided as further set forth in Attachments A, B, and C ("Budget"). Contractor expressly acknowledges and agrees that the maximum sum stated for the Contract Term in Paragraph 13.1.1 above is the maximum amount to be paid by County to Contractor during the Contract Term, except as specifically authorized otherwise in Paragraph 24 of Attachment A, and that the total costs of this Contract shall not exceed the total amount specified in Attachment A. In addition, the maximum sum for the Contract Term shall not exceed the amount included in the County budget and designated for the purposes of this Contract for the Contract Term, unless or until an increase in the County budget for the Contract Term is approved by Commissioners Court. If this Contract is extended under Section 2.0 hereof, it is

understood and agreed that the amount paid Contractor for the renewal/extension period shall be the amount approved by the Commissioners Court in its budget process for that fiscal year/renewal period, which is also the amount received by County from OVW for that year. The limitations set forth in this Paragraph 13.1.2(a) shall not be interpreted or construed to affect in any way any other contracts between the County and Contractor. Nothing in this Paragraph (a) shall be interpreted or construed to obligate or require the County to provide furniture, additional equipment, other items, or County funds under this Contract. In the event Grant Funds are withdrawn, decreased, or otherwise not provided to the County, the "not-to-exceed" amounts specified in 13.1.1 above shall be decreased accordingly.

(b) Grant Budget. A budget must be prepared for the Project and be submitted to the County for review prior to its start. The budget must be approved by County and is attached to this Contract as Attachments B and C. The Budget shall be prepared in a format that is acceptable to County and, in general, shall list the major cost elements of the Project with the estimated cost of each of those elements equaling in sum total the fixed total Project cost to be paid or reimbursed to the Contractor for that Project, as provided herein. The limitations set forth in this Paragraph 13.1.2(b) shall not be interpreted or construed to affect in any way any other contracts between the County and Contractor.

(c) Budget Adherence. Contractor shall adhere to the requirements of the Budget as approved by County, but is not precluded from making changes in the amounts budgeted for the major cost elements within the Budget as such changes are necessary and as provided for in Section 3.0, "Amendment," of this Contract, subject to Paragraph 24 of Attachment A and subject to 28 C.F.R. Section 66.30.

(d) Definition. As used in this Contract, unless the context indicates otherwise, the words "expend," "expended," and "expenditure" shall include all amounts obligated or committed by Contractor by written agreement (including unilateral purchase orders) for expenditure on the Project.

13.1.3 Grant Funds. Grant funds are provided under this Contract by the County through the U.S. Department of Justice Supervised Visitation and Safe Exchange Grant Program, which is administered by OVW. Should Grant Funds be withdrawn, decreased, or otherwise not provided to County, the County's "not-to-exceed" amounts in Section 13.0 above shall be decreased accordingly. County shall advise Contractor of any decrease in Grant Funds and shall not be responsible for payment of any expenses incurred for Grant Activities provided by Contractor after such notice. After such notice from County, Contractor shall immediately modify or reduce the scope of work or cease expenditures hereunder as directed. Notwithstanding Section 13.0, funds from any Grant funding source are available only during the term of that Grant, according to the terms of the Grant. All services shall be performed by Contractor in accordance with applicable DOJ/OVW requirements and all requirements of this Contract, and payment will be contingent thereupon.

13.1.4 Fiscal Year Limitations on Funding.

(a) Contractor expressly acknowledges and agrees that County funding obligations can **ONLY** be incurred for the portion of any Contract Term corresponding to a time period included in the approved budget for any one fiscal year.

(b) In no event shall any provision of this Contract or any agreement subject to this Contract be interpreted or construed to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Payments by County during the Contract Term or any renewal term shall be subject to the Fiscal Year limitations applicable to this Contract under Section 13.0.

(c) Funding provided through federal, state, or other grant or organization cannot exceed the term of such grant, including any extension(s) thereof, whether or not the term of the grant corresponds to the County fiscal year.

13.1.5 County Payment. County agrees, and Contractor acknowledges, that determination of allowable expenses and payment of Contract Funds will be directed by County Department. Contractor also agrees that, unless otherwise specifically provided for in this Contract, payment by County under the terms, conditions, and provisions of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by County.

13.2 **Debts Out of Term**. County shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; or for costs not billed to County within the applicable time frame set forth in this Contract; or for any payment for services or activities not provided pursuant to the terms, conditions, and provisions of this Contract, including applicable Grant requirements, and the remaining exhibits and attachments hereto. Contractor shall not be advanced any funds under this Contract.

13.3 **Payments to Contractor.**

13.3.1 Payment(s) - Reimbursement Costs.

(a) Invoices.

(i) Monthly Invoice. Each month during any Contract or Renewal Term, Contractor shall file, within the time limits set forth in this Paragraph 13.3.1, a complete and correct invoice (as determined by County Department) pursuant to this Paragraph 13.3.1 and Paragraph 13.3.2 below and complete backup documentation as required under this Contract. Contractor understands and agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, cancelled checks, payrolls, purchase orders, Contract and Grant documents, and other information will be reviewed by County when received with the invoice and during monitoring visit(s), or at any other time and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such documentation or information, as determined by County.

(ii) Timely Filing of Invoice. Each Invoice shall be filed with the TCCES within fifteen (15) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Invoice may impact the ultimate receipt of payment by Contractor. County shall pay Contractor for authorized expenditures, as determined and approved by County Department, and reported in that Invoice, in accordance with this Subsection 13.3.

(iii) Content. Each Invoice must include, at a minimum, that information set forth in Paragraphs 13.3.1 and 13.3.2, and other applicable terms, conditions, and provisions of this Contract.

(iv) Actual Costs. Contractor may only invoice County for the actual costs incurred pursuant to the terms, conditions, and provisions of this Contract.

(b) Complete and Correct Invoice. Contractor understands and agrees that the payment by County of the Invoice amount will only be made where a complete and correct Invoice is determined by County to have been filed.

(i) Contractor Corrections. If County determines that corrections and/or changes to the Invoice are necessary, the Invoice will be returned to Contractor and those corrections or changes must be made by Contractor prior to the Invoice certification by County for payment. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to TCCES result in the delay of the certification of any Invoice by TCCES, Contractor understands and agrees that the time for payment under the Texas Prompt

Payment Act will not begin to run until that invoice has been corrected so that it is, as determined by TCCES, correct and complete as necessary for certification by TCCES and submission to the County Auditor. The time for payment under the Prompt Payment Act will only begin at the time of receipt by TCCES of what is determined to be a complete and correct Invoice.

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

13.3.2 Invoices. All payments under this Contract are subject to the Texas Prompt Payment Act, TEX. GOV'T CODE ANN. § 2251 and shall be made by check or warrant by County upon Contractor's satisfactory performance of services under this Contract, as determined by County, and within thirty (30) days after County's receipt of the correct and complete Invoice. At a minimum, correct and complete invoices shall include: (i) name, address and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County contract or purchase order number; (iii) identification of services provided under this Contract as outlined in this Contract including the exhibits and attachments hereto; (iv) identification of costs, expenses, fees, and charges for services and other items paid for by Contract Funds in accordance with this Contract including the exhibits and attachments hereto; (v) any additional payment information called for by this Contract. Each Invoice must also be accompanied by complete backup documentation to support costs, expenses, fees, and charges set forth in the Invoice, including, without limitation, cancelled checks, paid bills, payrolls, signed time and attendance records, costs of supplies, costs of equipment, related invoices, travel documents, expense reports, and other documentation described in Paragraph 13.3.1(a)(i), and other documentation justifying the costs, expenses, fees, and charges set forth in the Invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order. All invoices shall be submitted to Ms. Gretta Gardner (or her successor), Safe Havens Grant Director, TCCES, P.O. Box 1748, Austin, Texas 78767. Payment shall be deemed to have been made on the date of the mailing of the check or warrant.

13.3.3 Payment Limits. County shall not be liable to Contractor for any costs incurred by Contractor in the performance of this Contract which are not invoiced to County under the applicable terms, conditions, and provisions of this Contract, and which are not invoiced to County within sixty (60) days following the provision of the service or sixty (60) days following the termination of the Contract Term or the Contract renewal term during which such services were provided, whichever occurs first. Costs invoiced by Contractor on or after the 61st day following the termination of the applicable Contract Term, whether the Contract Term or a renewal term, shall be considered disallowed and may not be paid by County.

13.4 **Financial Standards**.

13.4.1 Grant Funding Standards. Contractor shall perform in a satisfactory manner financial activities in accordance with all applicable state, federal, and other applicable Grant requirements, including financial requirements in Office of Management and Budget (OMB) Circulars A-87, A-102, A-110, A-133, and Texas' Uniform Grant Management Standards, and any other standards which may be added by applicable law, rule, regulation, or Grant during the Contract period including the contract term and any renewal term(s).

Contractor shall, and shall require all Subcontractors to, comply with the applicable policies, guidelines, and requirements of OMB Circular A-110 as implemented in 2 C.F.R. § 215 and OMB Circular A-122, as implemented by 2 C.F.R. § 230, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis. Contractor agrees to adhere to the accounting principles and procedures referenced above and to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

13.4.2 Financial Procedures. Contractor agrees, and agrees to require all Subcontractors to agree, to perform all Grant activities pursuant to procedures developed by the County Auditor, including financial reporting, record-keeping, and site visit protocols for Contractor as subrecipient and for Contractor's Subcontractors. Should Contractor or Subcontractor(s) disagree with such a procedure or protocol and such disagreement cannot be resolved by discussion with the County Auditor, the Contractor or Subcontractor's sole remedy is to terminate this Contract pursuant to Sections 18.0 and 19.0.

13.4.3 Fiscal Reports. In addition to reporting requirements in Section 9.0 (and other applicable provisions), Contractor shall provide reports on financial operations as reasonably requested by the County Auditor when necessary to monitor financial activities under the terms of an applicable Grant.

13.4.4 Basis of Accounting. Contractor shall perform financial activities in a satisfactory manner and in accordance with a basis of accounting consistent with state and federal law.

13.4.5 Maintenance of Funds. Contract Funds must have a separate accounting, and cannot be commingled with other funds. The Contractor shall deposit and maintain all monies received under this Contract in either a separate numbered bank account or a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflects and identifies revenues and expenses and their respective sources for the monies received under this Contract from County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Paragraph 13.4.5, upon request of County.

13.4.6 Internal Control.

(a) Internal Systems. Contractor shall establish, maintain, and utilize internal control systems and procedures reasonably sufficient to prevent, detect, and/or correct incidents of waste, fraud, abuse, or other fiscal mismanagement and to provide for the proper and effective management of all program and fiscal activities funded by this Contract.

(b) Documentation. Contractor's internal control systems, all transactions, and other significant events must be clearly documented and the documentation must be made readily available for monitoring by County. Such documentation must be complete and accurate.

(c) Evidence of False Claim. Contractor must promptly provide information to County of any credible evidence that an employee, principal, agent, contractor, subcontractor, subgrantee, or other person has submitted a false claim for Grant Funds under the False Claims Act, or committed a civil or criminal violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Grant Funds. Potential fraud, waste, abuse, or misconduct should be reported to the Office of the Inspector General, U.S. Department of Justice, Investigations Division, at the street address or email address set forth in the Grant Award document (Attachment A).

(d) System Failure. County may withhold payment and immediately suspend Contractor's performance of this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement or other serious deficiencies in Contractor's performance. Suspension shall be a temporary

measure pending the corrective action by Contractor or a decision by County to terminate this Contract. Contractor shall fully cooperate with County's efforts to detect, investigate, and prevent waste, fraud, abuse, and other fiscal mismanagement, and shall immediately notify County of any identified instances of waste, fraud, abuse, or fiscal mismanagement.

13.4.7 Fiscal Records. Contractor shall create and maintain all fiscal records in accordance with Subsection 8.3 hereof.

13.4.8 Source of Funds. The Parties agree that Grant Funds under this Contract are provided under the Supervised Visitation and Safe Exchange Grant and are Contract funds under this Agreement.

13.4.9 Financial Grants Management Guide. Contractor must comply with the financial and administrative requirements set forth in the current edition of the OVW Financial Grant Management Guide.

13.4.10 Prohibited Use. Grant Funds may not be used, directly or indirectly to support any contract or subaward to the Association of Community Organizations for Reform Now ("ACORN"), without the prior, express written approval of OVW.

13.5 **Disallowed Costs**. Contractor understands and agrees that pursuant to 28 C.F.R. § 66.51, Paragraphs (a) and (b), OVW may recover disallowed costs and other Grant Funds on the basis of a later audit or review or on the basis of corrections or other transactions. In the event OVW requests such a refund from County, County will request a refund from Contractor in the same amount to cover the requested refund, and Contractor shall promptly return the requested refund to County.

14.0 ALLOWABLE COSTS.

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

(a) incurred directly and specifically in the performance of this Contract; and

(b) incurred pursuant to all requirements of this Contract; and

(c) incurred in conformance with budget documents attached hereto and in accordance with the accounting and auditing standards described in this Contract;

(d) if paid with Grant Funds, incurred in conformance with and as authorized under the terms of the Grant;

(e) incurred and paid as set forth in Paragraph 13.1.5.

14.2 **Indirect Costs**. Indirect Costs, as defined by generally accepted accounting principles, are not considered to be allowable costs under this Contract. . In addition, the limitations set forth in this Subsection 14.2 shall not be interpreted or construed to affect in any way any other contracts between the County and Contractor.

14.3 **Specific Prior Authorization**. Notwithstanding Subsection 14.1 hereof, Contractor understands and agrees that, in order to be considered reimbursable under this Contract, any cost or expense **MUST** be included and identifiable in Contractor's budget document attached to this Contract as Attachment C. Despite that requirement, the County may authorize an expense which is not in Contractor's budget, in accordance with Paragraph 14.3.1 hereof. The following Paragraphs contain additional requirements regarding certain Contract expenses:

14.3.1 Items NOT in Contractor's Budget. Notwithstanding Subsection 14.1, if the following are NOT in Contractor's specific budget documents, County's prior written authorization, through County Department, by the Manager, with the County Auditor's approval, is required in order for the following to be considered allowable costs, and therefore reimbursable under this Contract:

(a) Purchases of any non-expendable Capital Acquisition Property which meets the following criteria:

(i) property with a value of more than Five Hundred Dollars ($500.00): Fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubators.

(ii) any other tangible non-expendable property with a value of more than Five Thousand Dollars ($5,000.00).

(b) Alteration or relocation of facilities.

(c) The acquisition of all consultant or professional services, as may be approved under the terms, conditions, and provisions of this Contract.

All consultant or professional services must be documented utilizing adequate, detailed, documentation as determined by the County Auditor's office.

14.3.2 Notification. Contractor shall provide County, through TCCES, written notification of any change in vendors' or subcontractors' status (including consultants) identified in Contractor's budget, prior to submission of an invoice related to such vendor or subcontractor, in order to ensure payment.

14.3.3 Failure to Obtain Approval. Any costs which are described by Paragraph 14.3.1 and which are incurred by Contractor without the required written approval of TCCES and the County Auditor shall be disallowed and may not be paid by County. Notwithstanding any term, condition, or provision of this Contract to the contrary, the Department cannot authorize as an allowable cost items which are not allowable under the terms, conditions, and provisions of this Contract or under the terms of any applicable Grant funding agreement, or items which have not received an authorized budget appropriation.

14.4 **Out-of-Town Travel Expenses**. Out-of-town travel is subject to the County's travel policy and shall be approved/reimbursed pursuant to said policy and this Subsection 14.4. All out-of-town travel expenses must be incurred and paid in accordance with the County's travel policy and this Subsection 14.4. All references in this Subsection 14.4 to the County's travel policy include its current policy and any amendments thereto. The provisions of this Subsection 14.4 shall apply to the personnel of Contractor and the personnel of any subcontractor receiving Contract Funds hereunder.

14.4.1 Allowable Travel. In order to be considered a reimbursable expense under this Contract, all travel must be for a purpose directly related to the provision of services under this Contract (with supporting documentation available for review by County). Individual(s) included in travel must be employees or volunteers of SafePlace, or employees or volunteers of its subcontractor(s), who must participate in such travel in order to further the provision of services provided under this Contract. No travel expense shall be paid using Grant Funds unless authorized by the applicable Grant terms, or unless authorized by applicable statute or regulation. Final determination of the relationship between travel and services hereunder shall be made solely by County, and Contractor understands and agrees that, if Contractor is in doubt about the relationship of the

travel or participants to County services, it is the Contractor's obligation to secure County determination or risk such costs being disallowed by County.

14.4.2 Budget. Travel will be considered approved only if: (i) the expense of such travel is included in Contractor's budget; (ii) the expense of the travel is incurred in accordance with the Grant terms set forth in Attachment A, in accordance with applicable statutes, or in accordance with the County's travel policy, as applicable; and (iii) the details of the travel have been provided according to County's Travel Policy and are accompanied by required documentation. An example of the County Travel Encumbrance Form is set forth in Attachment H. The Contractor understands and agrees that both the County's travel policy and the attached Travel Form may be amended by County, and in the event of an amendment, the policy and the form, including amendments, shall continue to apply to out-of-town travel. If a travel form has not been completed and included in this Contract, then an approved Travel Form must be completed and submitted to County through the County Department for written approval by the Manager or her designated representative prior to the travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to departure. Expenses set out in the approved Travel Form must meet the requirements in Paragraph 14.4.4 below and must fall within the amount set forth in Contractor's budget for travel.

14.4.3 Failure to Obtain Approval. Any costs incurred related to travel without the approval required under this Subsection 14.4 shall be considered disallowed and may not be paid by County.

14.4.4 County Policies. Expenses for travel and attendance to destinations outside the City of Austin/Travis County are considered an allowable expense and will be reimbursable under this Contract, provided those expenses meet the requirements of this Section 14.0, and provided those expenses meet the following criteria, as shown by documentation provided/made available supporting compliance with these requirements):

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

(b) Air Fare -
- Not to exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance

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

(d) Meals -
- Forty Six Dollars ($46.00) per day including gratuities without receipts
OR
- Up to Sixty Dollars ($60.00) per day for meals and gratuities up to Fifteen (15%) if receipts are submitted
- Only if required to be away from home overnight
- No reimbursement for alcoholic beverages

(e) Incidental Expenses -

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

(f) Alternate Travel -

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

Documentation must be provided and/or made available supporting compliance with the requirements set forth in this Subsection 14.4 or in the Grant Terms set forth in Attachment A. In the event of a conflict between the requirements and criteria set forth in this Contract, and the requirements and criteria set forth in the Grant Terms, the requirements and criteria set forth in the Grant Terms shall control. Out-of-town travel expenses which do not meet the requirements and criteria described in this Subsection 14.4 or described in the Grant award, as applicable, cannot be approved by the Manager, but would have to be taken to the Commissioners Court for approval prior to travel.

All out-of-town travel expenses must be included in Contractor's budget.

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

(a) Amount is included in the Contractor's budget; and

(b) Amount is actually incurred by a Contractor employee who holds a position which is included in the budget for reimbursement by Contract Funds (as documented by a signed timesheet); and

(c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and

(d) Contractor maintains and implements a written policy concerning overtime compensation, which manages and controls the use of overtime to minimize the need for overtime compensation.

14.6 **Non-Allowable Costs**. The following are not reimbursable costs, whether incurred directly or indirectly in performance of this Contract:

(a) Post Employment Benefits (OPEB) for employees, whether or not those costs are for current year benefits, prior year benefits, or future year benefits, except as otherwise specified in Attachment C.

(b) Employee recognition, rewards, or awards other than performance pay pursuant to compensation schedules.

(c) Entertainment and gifts, including meals or beverages, even if related to a business purpose. Notwithstanding this Paragraph (c), Contract funds may be used to pay for an employee's own meal and beverage expenses incurred during out-of-town trips or conferences related to services provided under this Contract, if properly budgeted and if incurred in accordance with the Grant Terms set forth in Attachment A, County's travel policy, and Subsection 14.4, and if approved by County.

(d) Legislative consultant services.

(e) Donations to non-profit or private organizations.
(f) Legal services provided to Contractor.
(g) General consulting services that are not directly provided as a specific program service.
(h) Indirect Costs, as defined by OMB Circulars A-87 or A-122, as applicable.

15.0 RETURN OF CONTRACT FUNDS.

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

15.1.1 has resulted in overpayment;
15.1.2 has not been spent strictly in accordance with Contract terms, conditions, and provisions;
15.1.3 exceeds the total expenditures actually reported by Contractor;
15.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s);
15.1.5 was inappropriately transferred according to Section 17.0; and
15.1.6 was not authorized under applicable Grant terms and the terms of this Contract.

15.2 **Return of Funds.** Return of funds under this Section 15.0 shall be made by Contractor to County within thirty (30) days of request by County and from funds other than Contract Funds. County may offset the amount of any funds owed under this Section 15.0 against the payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

15.3 **Refund upon Termination.** Upon termination or expiration of this Contract, should any expense or charge for which payment has been made be subsequently disallowed or disapproved as a result of any auditing or monitoring by County or OVW or DOJ or other federal agency, Contractor shall refund such amount to County within thirty (30) working days of written notice to Contractor specifying the amount disallowed. If Contractor fails to refund said disallowed payments within said thirty (30) working days, County may offset the amount of the disallowed payments against any payments made by County to Contractor under any subsequent contracts.

16.0 AUDIT.

16.1 **Annual Audit**. Unless otherwise authorized by County, through TCCES, under the terms of this Contract, Contractor shall arrange for the performance of an annual, financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

16.1.1 Single Audit.

(a). Single Audit Act Application. For each Fiscal Year included within the Contract period specified in Section 2.0 of this Contract in which Contractor expends a total of Five Hundred Thousand Dollars ($500,000) or more in federal awards from all sources, Contractor shall have an audit conducted in accordance with the Single Audit Act of 1996, 31 U.S.C.A, § 7501-7507 including amendments thereto, and OMB Circular No. A-133, as revised, "Audits of States, Local Governments and other Non-Profit Organizations."

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

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

(i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory

authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

(ii) made in accordance with generally accepted auditing standards and procedures for a non-profit organization, including OMB Circular A-133, as revised, and A-110 as applicable and auditing standards (including a Statement of Functional Expenses) as stated in the "American Institute of Certified Public Accountants Industry Audit Guide - Audits of Voluntary Health and Welfare Organizations;" and

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

16.1.2 Entire Operations Option. At the option of Contractor, each audit or review required by this Section 16.0 may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered Contract Funds.

16.1.3 Notification. Contractor shall notify County of the projected submission date of each audit required by this Contract within forty-five (45) days before the last day of Contractor's fiscal year. Upon request of County, Contractor shall notify County of when its fiscal year begins and ends.

16.1.4 Financial Records. Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must contain information pertaining to authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income related to Contract Funds. Financial information must also be related to performance or productivity data, where appropriate and must meet the requirements of Subsection 8.4 hereof including references contained therein.

16.1.5 Copies. Contractor shall provide two (2) copies of its most recent report of the audit or review to County through TCCES, upon completion of the financial audit or review and within 180 days of the end of Contractor's fiscal year, unless County approves alternative arrangements in writing. In any event, such copies shall be provided no later than September 30 of each year in which Contract funds are received under this Contract. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports and may require Contractor to take corrective action within six (6) months after County's receipt of such reports. Copies of the report shall also include the auditor's opinion and letters to management. Reviews and audits performed under this Subsection 16.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such copies in a timely manner may result in delay of payment, suspension, or termination of the Contract by County unless Contractor is receiving Grant Funds and notifies County that a longer period is needed because of requirements directly related to Grant requirements.

16.1.6 Continued Obligation. The suspension, termination, or expiration of this Contract shall in no way relieve Contractor of the obligations to meet the requirements of this Section 16.0 in the manner or format prescribed by County.

16.1.7 Cost of Audit. Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 16.0 is the responsibility of the Contractor.

16.1.8 Audit Requirements. Any deficiencies noted in audit reports must be fully cleared by the Contractor within thirty (30) days after receipt by the Contractor of notice of such deficiencies. Failure of the Contractor to comply with the audit requirements in this Section 16.0 may result in the withholding of future payments.

16.1.9 As used in this Subsection 16.1, an "Annual Audit" refers to an audit conducted at least one time during each consecutive Three Hundred Sixty Five (365) day period.

16.2 **County Audit**. Notwithstanding Subsection 16.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit or review of the Contract and/or Contract Funds, although such audit or review may also be conducted as often as necessary to meet applicable Grant requirements, and such audit or review shall be conducted in accordance with this Section 16.0, applicable federal laws and regulations, applicable state laws and regulations, and applicable County policy and rules. Contractor agrees to permit County or its duly authorized representative, at no charge to County, to audit or review Contractor's records and to obtain, at no cost or charge to County, any documents, materials, or information necessary to facilitate such audit or review.

16.3 **Facilitation**. Contractor shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Subsection 16.2 hereof that County may require of Contractor. Such action shall include:

(i) provision of access to Contractor's facilities during Contractor's regular business hours, to enable County to conduct an audit or review, and the County shall consider reasonable times and places to review records or interview individuals;

(ii) provision of adequate and appropriate work space to County representatives or their designees;

(iii) making all requested records or other information directly available to representatives, or their designees, at no cost or charge to County, the designees or representatives; and

(iv) allowing County to interview individuals in the course of conducting the audit or review.

This Subsection 16.3 is subject to the confidentiality provisions set forth in Subsection 7.2 of this Contract.

16.4 **Contractor Records**.

16.4.1 Content.

(a) General. Records of Contractor, its subsidiaries, subcontractors, and affiliates subject to audit shall include, but are not limited to, accounting records, other fiscal records required under this Contract, financial statements, written policies and procedures, subsidiary records, subcontractor records, and any other records which are pertinent to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies, services and all other costs and expenses of whatsoever nature relating to this Contract (all the foregoing hereinafter referred to as "Records").

(b) Required Records. In addition to the fiscal records required by this Contract, Contractor shall maintain all records required by applicable federal and state laws and regulations for all work related to Grant activities, as prescribed by 28 C.F.R. pt. 70, subpart C, "Financial and Program Management," which governs fiscal records maintained by Contractor, and Contractor shall make such records available for audit or review by County and others as set forth in Section 16.0. The Contractor shall also maintain such records as are deemed necessary by the County to assure proper accounting for all costs, including expenditure of incentive monies if applicable. All of the records specified in this Section shall be retained as specified in Subsection 8.4 hereof.

16.4.2 Subcontractors. Contractor shall require all Subcontractors, sub-consultants, contractors, and suppliers related to this Contract to comply with the provisions of this Section 16.0, and any other provisions so designated within this Contract, by inserting the requirements herewith in any written contract agreements

executed between the Contractor and other related parties.

16.5 **Grant Audit Requirements**.

16.5.1 All records, books, documents, accounting procedures, or practices relating to Grant Activities and utilizing Grant Funds shall be subject to examination and/or audit in accordance with all applicable state and federal laws, rules, regulations or directives, by the County, the Grantor agency, OVW, DOJ, the Inspector General or any other duly authorized representatives as applicable during normal business hours, as often as deemed necessary to audit, examine and make excerpts or transcripts of all relevant data. Contractor shall direct that any Subcontractor with whom it has established a contractual relationship to discharge the Contractor's Grant obligations under this Contract to likewise permit the County and, if applicable, OVW, DOJ, the Inspector General or any of their duly authorized representatives, to have rights of access to, inspection of, and reproduction of all books and records of the Subcontractor(s) that pertain to Grant Activities provided under this Contract.

16.5.2 In addition to the fiscal records required under this Contract, Contractor shall maintain and retain such records as are necessary to fully disclose the extent of services provided under this Contract, including but not limited to, any daily activity reports, time distribution and attendance records, and other records which may show the basis of the allowable cost charges made by Contractor, and all such records shall be maintained for a period of three (3) years after the termination or expiration of this Contract, or until full and final resolution of all audit or review matters which arise before the expiration of the three (3) year period, whichever period is longer.

16.5.3 In order to comply with the monitoring and auditing requirements governing this Contract, Contractor is considered a subrecipient of federal Grant Funds under the applicable Grant Terms set forth in Attachment A. All accounting records shall identify the source of Grant Funds received by Contractor under this Contract as federal Grant Funds passed through County. Contractor must also identify the source of any funds received from any other grant sources on respective accounting records.

16.5.4 In addition to other requirements of the Contract, funds received pursuant to this Contract shall be audited in accordance with OMB Circular A-133, as revised and OMB Circular A-110, as applicable, by the Contractor's independent auditor. Contractor shall give the County two (2) copies of the entire auditor's report and management letter within sixty (60) days of the completion of the audit.

17.0 TRANSFER OF FUNDS. Notwithstanding Section 3.0, and as specifically applicable, Contractor may transfer funds without a written amendment to this Contract **ONLY** if **ALL** of the following requirements are met:

17.1 the transfer moves funds **ONLY** between line items within the SAME funding source (as set forth in Section 13.1.1) and program ("Program"). IF Contractor is uncertain as to the definition of "line item" and "program" as used in this provision, Contractor is responsible for contacting TCCES for a determination as to the applicability of this requirement to the Contractor's request for transfer; and

17.2 the cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than ten percent (10%) of the Contract total for that Program shown in Section 13.1; and

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

17.4 Contractor submits a budget revision form reflecting such changes to the County through TCCES prior to, or simultaneously with, the submission of the Contractor's first monthly invoice to the County following the

transfer which shall reflect such changes.

17.5 Any specific grant requirements for such transfer have been met.

Contractor acknowledges and agrees that failure to meet the requirements of Subsections 17.1, 17.2, 17.3 and 17.4 may result in any transfer of funds being disallowed; as such, the disallowed amount will not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 17.0, Contractor agrees to refund such payment in full to County within thirty (30) days of written request by County for such refund.

VIII. SUSPENSION/TERMINATION

18.0 SUSPENSION. If Contractor fails to comply with any term or condition of this Contract, including but not limited to failure to deliver reports required under this Contract and to make corrections required under this Contract, or if problems are revealed by an audit or review authorized under Section 16.0 of this Contract, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms, conditions, and provisions of this Contract, County may, upon written notification to Contractor, suspend this Contract, in whole or in part, and withhold further payments to Contractor. Contractor agrees that Contractor shall not incur additional obligations of Contract Funds until Contractor is in compliance with the terms, conditions, and provisions of this Contract or the reports of the financial audit or review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's satisfaction.

19.0 TERMINATION.

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

19.1.1 Failure to Comply. Contractor has failed to comply with any term, condition, or provision of this Contract, including, but not limited to, the failure to deliver reports required by this Contract, failure to make corrections required under this Contract, and failure to comply with the audit or review requirements set forth in Section 16.0 of this Contract;

19.1.2 County Funding Out. During the budget planning and adoption process, Commissioners Court fails to provide funding for this Contract for the following County Fiscal Year;

19.1.3 Contractor's Ability to Perform. County finds that Contractor is in a financial condition that endangers Contractor's ability to perform services and activities under this Contract; or, Contractor is delinquent in the payment of taxes, or in the payment of costs of performance of this Contract in the ordinary course of business; or Contractor is in a technical state of bankruptcy as defined by the Federal Bankruptcy Act and is subject to the appointment of a trustee, receiver, or liquidator for all or a substantial part of Contractor's property or is subject to the institution of bankruptcy, reorganization, rearrangement, or liquidation proceedings by or against Contractor;

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

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

19.2 **Notification**. County Purchasing Agent shall notify Contractor pursuant to the "Notice" provisions of this Contract in writing at least thirty (30) calendar days before the date of termination of the decision to terminate; the

reasons for the termination; the effective date of the termination; and in the case of partial termination, the portion of the Contract to be terminated.

19.3 **Contractor Termination**. Contractor may terminate this Contract in whole or in part at any time, by giving County at least thirty (30) calendar days written notice pursuant to Section 23.0, if there is termination of significant other funding upon which Contractor depends for performance under this Contract, or if Contractor is dissolved only if the dissolution is not caused by a breach of this Contract. Contractor's notice shall include a complete explanation of the reasons(s) for termination under this Subsection 19.3 and designation of the effective date of termination. The Purchasing Agent shall notify Contractor in writing of acceptance of termination pursuant to this Subsection 19.3 upon finding that Contractor's claim(s) under this Subsection 19.3 have been established to County's satisfaction.

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

19.5 **Correction**. At least thirty (30) days before the effective date of termination pursuant to any term, condition, or provision of this Contract, County shall notify Contractor in compliance with Section 23.0 of the reasons for termination, the effective date of termination and the portion of this Contract to be terminated. Where applicable, as determined by County, Contractor may avoid the termination of this Contract if Contractor corrects the causes and the reasons for termination stated in the notice, to the satisfaction of County, as determined by County, prior to the effective date of termination or an extended date if agreed to in writing by the Parties.

19.6 **Results of Termination.**

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

19.6.2 Continued Liability. Notwithstanding any exercise by County of its right of suspension under Section 18.0 of this Contract or of early termination pursuant to this Section 19.0 or any other term, condition, or provision of this Contract, Contractor shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Contractor, or for any amounts paid to Contractor by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms, conditions, and provisions of this Contract. County may withhold payments to Contractor until the exact amount of damages or payments due to County from Contractor is agreed upon or is otherwise determined, and is paid in full.

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

19.7 **Immediate Termination**. Nothing in this Section 19.0, or any other term, condition, or provision of this Contract shall be interpreted or construed to limit County's authority to withhold payment and immediately suspend Contractor's performance under this Contract if County identifies possible instances of fraud, abuse, waste, fiscal

mismanagement, or other serious deficiencies in Contractor's performance. County shall not be liable for any costs incurred by Contractor during suspension of this Contract under Paragraph 13.4.6 hereof or this Subsection 19.7.

19.8 **Grant Funds**. Notwithstanding the termination provisions set forth in this Section 19.0 and other provisions of this Contract, if there is a conflict between such termination provisions and any applicable termination provisions in the Grant terms and conditions set forth in Attachment A, the termination provisions in Attachment A shall control to the extent of the conflict.

19.9 **Discontinuance of Grant Funds.** Notwithstanding any term, condition, or provision of this Contract, this Contract shall terminate simultaneously with the discontinuance or withdrawal of federal Grant Funds, with the effective date of termination determined by the grantor, and with no further liability or obligation to Contractor hereunder.

IX. MISCELLANEOUS PROVISIONS

20.0 INDEPENDENT CONTRACTOR. The Parties expressly acknowledge and agree that Contractor is an independent contractor and assumes all of the rights, obligations, and liabilities applicable to it as an independent contractor. No employee of Contractor shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. Although County and Contractor will work in collaboration to achieve the goals and objectives of the supervised visitation and safe exchange program, the relationship of County and Contractor under this Contract is not and shall not be construed or interpreted to be a partnership, joint venture, or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

21.0 SUBCONTRACTS.

21.1 **Prior Approval**. Contractor shall not enter into any Subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Subsection 21.1 for those Subcontractors specifically identified in this Contract, including the exhibits and attachments hereto.

21.2 **Contractor Responsibility**.

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

21.2.2 Subcontract Terms. Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations, and policies (including, but not limited to, those provisions related to Civil Rights and Affirmative Action compliance), and with all applicable terms, conditions, and provisions of this Contract, and with any provisions such as may be reasonably

requested by County. Subcontracts shall also include provisions ensuring the following:

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

(b) Agreement:

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

(ii) to maintain confidentiality of information and security of all records as required by law; and

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

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

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

(vi) warrant that service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, consistent with applicable reporting requirements of this Contract; and

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

(viii) comply with all provisions of this Contract in its entirety, to be included and made a part of any Subcontract executed in the performance of this Contract.

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

21.4 **Opportunity.**

21.4.1 Historically Underutilized Business (HUB). Contractor agrees to make a "good faith" effort to take all necessary and reasonable steps to insure HUBs the maximum opportunity to be Subcontractors under this Contract where HUB Subcontractors exist. Contractor must report all expenditures made to HUB Subcontractors to the County Purchasing Agent. Failure by Contractor to make such good faith effort to employ HUBs as Subcontractors constitutes a breach of this Contract and may result in termination. The

Parties agree that HUB requirements and determinations will be made by the County Purchasing Agent, and that Contractor will contact the County Purchasing Agent with any questions regarding this provision.

21.4.2 Women and Minority Owned Businesses (W/MBE). Contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Contract. As used in this Contract, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one percent (51%) of which is owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Contractor may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

21.4.3 Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

21.5 **Level of Service**. Contractor will ensure that the provision of timely and quality professional services by individuals, agencies, or other Subcontractors meets or exceeds applicable licensing and regulatory standards for the service provided and will provide County relevant documentation of such licenses upon request.

21.6 **Payment to Subcontractor(s)**. Contractor shall make its best effort to pay Subcontractor(s) for undisputed claims for services rendered or goods provided, within five (5) business days of receipt of payments from County corresponding to those services under the terms of this Contract. This Subsection 21.6 refers only to obligations under this Contract between County and Contractor, and does not operate to contradict or change the provisions in Subsection 21.3.

21.7 **Central Contractor's Registration (CCR).** Contractor must assure that subcontractor is currently registered or will register in the federal CCR database and maintain an active registration for the duration of the grant.

22.0 MONITORING.

22.1 **County Monitoring**. County, either directly or through TCCES, reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') performance under this Contract and compliance with the terms, conditions, and provisions of this Contract, and of the adequacy, effectiveness, and timeliness of Contractor's performance under this Contract. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's performance under this Contract. Within sixty (60) days of each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances under the terms, conditions, and provisions of this Contract, it shall include requirements and deadlines for the correction of those deficiencies by Contractor. Contractor shall take action specified in the monitoring report prior to the deadlines specified by County. Failure to take required actions, make corrections, or make other required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

22.2 **Subcontractor Monitoring**. Notwithstanding any term, condition, or provision of this Contract allowing County to monitor a subcontractor, Contractor will monitor all subcontracted services and/or goods on a regular basis to assure Contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

23.0 NOTICES.

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

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

Gretta Gardner, Safe Havens Grant Director (or her successor)
Travis County Counseling & Education Services Department
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail not required):

Caryl Colburn, Counseling & Education Services Director (or her successor)
Travis County Counseling & Education Services Department
P.O. Box 1748
Austin, Texas 78767

and

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

and

Susan Spataro, County Auditor (or her successor)
Travis County Auditor's Office
P.O. Box 1748
Austin, Texas 78767

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

Julia Spann, Executive Director
Travis County Domestic Violence and Sexual Assault Survival Center, d/b/a SafePlace
P.O. Box 19454
Austin, Texas 78760

23.4 **Change of Address**. Each Party, including all persons listed in this Section 23.0 may change the address for notice to it by giving notice of the change in compliance with this Section 23.0. Any change in the address, including a change in the Contractor's Executive Director or Chairperson of the Board of Directors, shall be reported to the Manager and the Purchasing Agent within twenty (20) days of the change.

23.5 **Change of Name and/or Identity.** Contractor shall notify the Purchasing Agent and Manager immediately in writing, and in advance where possible, of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, payee identification number, and other significant

changes. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Contractor's status under this Contract. No change in the obligations of or to Contractor will be recognized until it is approved by the Commissioners Court. Failure to timely provide notice under this Subsection 23.5 may result in delay of payment for which County shall not be liable to Contractor or any subcontractor(s).

24.0 PROHIBITIONS.

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

24.2 **Conflict of Interest**.

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

24.2.2 If required under Chapter 176, Texas Local Government Code, Contractor shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Contractor shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Contractor shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. The Contractor should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Contractor, Contractor shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

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

24.4 **Gratuities**. County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the awarding of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and

remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers, and agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from Subcontractors or potential Subcontractors. Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

24.5 **Nepotism.** Contractor agrees that it will comply with the guidelines set forth for public officials under TEX. GOV'T CODE ANN, Ch. 573, by ensuring that no officer, employee, or member of the governing body of Contractor shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person.

25.0 ASSIGNABILITY.

25.1 **Written Approval**. No Party may assign any of the rights, duties, or obligations created by this Contract, in whole or in part, without the prior written approval of the other Party. This provision includes assignment, sale, merger, or any other action resulting in any change in the status of Contractor. It is acknowledged by Contractor that no officer, agent, employee, or representative of County has any authority to assign this Contract or any part of this Contract unless expressly granted that authority by the Commissioners Court. Submission of a request for approval under this Subsection 25.1, "Assignment," shall be made in writing to the Manager, with copies to the TCCES Director and the Purchasing Agent. Failure to secure the approval required in this Subsection 25.1 may result in delay of payment or other sanctions for which County shall not be liable.

25.2 **Binding Agreement**. Subject to Subsection 25.1, this Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

26.0 LEGAL AUTHORITY.

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

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

26.3 **Suspension**. County shall have the right to suspend or terminate this Contract without liability to Contractor or any subcontractor(s), if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract, to render services and other performances under it, or to sign this Contract. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Subsections 26.1 or 26.2.

27.0 INTERPRETATIONAL GUIDELINES.

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

27.2 **Number and Gender**. Words of any gender in this Contract shall be interpreted or construed to

include any other gender and words in either number shall be interpreted or construed to include the other unless the context in the Contract clearly requires otherwise.

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

27.4 **Interpretation**. In the event any disagreement or dispute should arise between the Parties hereto pertaining to the interpretation or construction of this Contract or meaning of any term, condition, or provision in this Contract, or the rules, regulations, laws, codes, or ordinances governing this Contract, the County, as the Party ultimately responsible to DOJ and OVW for matters of compliance, shall have the final authority to render or secure an interpretation or construction. In addition to other applicable federal statutes and regulations, this Contract is subject to 28 C.F.R. pt. 66 and 28 C.F.R. pt. 90, as determined by DOJ and OVW, except where these regulations provide for the inapplicability to contracts of this type.

27.5 **Statutes and Regulations**. All references to statutes and regulations in this Contract include such statutes and regulations in their current form or as amended.

27.6 **Costs.** All references to "costs" in this Contract include costs, expenses, fees, and charges covered by this Contract including the exhibits and attachments hereto.

28.0 OTHER PROVISIONS.

28.1 **Exemption From County Purchasing Act**. Pursuant to TEX. LOC. GOV'T CODE ANN. § 262.024, Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other requirements for exemption pursuant to applicable law.

28.2 **Survival of Conditions**. Applicable terms, conditions, and provisions of this Contract, as determined by County, shall survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these terms, conditions, and provisions has been achieved where the Parties have expressly agreed that those terms, conditions, and provisions should survive any such termination or expiration, or where those terms, conditions, and provisions remain to be performed or by their nature would be intended to be applicable following any such termination or expiration, or where those terms, conditions, or provisions by their nature are performable after expiration or termination of this Contract. In addition, the requirements in 28 C.F.R. § 66.51 shall survive termination or expiration of this Contract.

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

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

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

28.6 **Severability**. If any portion of this Contract is ruled invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of it shall remain valid and binding. If federal, state, or local laws or other requirements are amended or judicially interpreted or construed so as to render continued fulfillment of this Contract, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the Parties shall be discharged from any further obligations created under the terms, conditions, and provisions of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

28.7 **Political Activity**.

28.7.1 County Requirement. Contractor shall not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage, defeat, modification, or repeal of any legislative measure or any political activity, lobbying, or political patronage. This prohibition shall not be interpreted or construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any federal, tribal, or territorial public officials, employees, or agencies, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of the government of Contractor, the State of Texas, a county, or the government of the United States.

28.7.2 Grant Requirement.

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor (including subcontractors) will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) Contractor will require that the language of this Paragraph 28.7.2 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subcontractor(s) shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, U.S.C.A. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more

than One Hundred Thousand Dollars ($100,000) for each such failure.

(e) Federal Grant Funds may not be used to support, directly or indirectly, the enactment, adoption, repeal, modification, or defeat of any law, regulation, or policy at any level of government, without the express written approval of OVW. However, federal Grant Funds may be used to collaborate with and provide information to federal, state, local, tribal, and territorial agencies, public officials, and employees to develop and implement policies to reduce or eliminate domestic violence, child abuse and neglect, sexual assault, dating violence, and/or stalking, as those terms are defined in 42 U.S.C.A. § 13925(a), when such collaboration and provision of information is consistent with the activities covered by the Grant Program.

28.8 **Sectarian Activity**.

28.8.1 Religious Influence. Within the limits and understandings set forth in Paragraph 28.8.2, Contractor shall ensure, and require all Subcontractors to ensure, that provision of services under this Contract shall be carried on in a manner free from religious influence. Contractor shall not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth in this Subsection 28.8 or as provided by County, to effectuate this assurance. Contractor shall submit such agreements to County prior to the release of Contract Funds to such Subcontractors.

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

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

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

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

(d) Paragraph 28.8.1 and this Paragraph 28.8.2 are subject to applicable federal regulations on equal treatment of religious or faith-based organizations set forth in 28 C.F.R. pt. 38. These regulations prohibit discrimination against a religious or faith-based organization based on that organization's religious character or affiliation, religious name, or the religious composition of its governing board. These regulations also prohibit religious or faith-based organizations from using financial assistance provided by the U.S. Department of Justice to fund inherently religious activities, such as worship, religious instruction, or proselytization, and religious or faith-based organizations must provide assurances that they will not use such money or property for inherently religious activities. However, these organizations may engage in non-funded,

inherently religious activities held separately in time and location, from the funded program or services. Religious or faith-based organizations may not compel clients to participate in inherently religious activities and may not discriminate against clients or prospective clients on the basis of religion or religious beliefs. The restrictions set forth in Paragraph 28.8.1 and this Paragraph 28.8.2 apply equally to religious and non-religious organizations.

28.8.3 Additional Rights. Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

28.9 **Publicity**.

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

28.9.2 All materials and publications, whether written, visual, or sound, resulting from program activities shall contain the following statements: "This project was supported by Grant Number 2010-CW-AX-K018 awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."

28.10 **Dispute Resolution - Administration by Purchasing Agent**. When the Contractor and/or County have been unable to successfully resolve any question or issue related to this Contract presented to the County under Subsection 4.3, "Contract Issues," the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice, or correspondence in relation to the dispute at this stage not issued by or to the Purchasing Agent 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 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 Manager and the TCCES Director. 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.

28.11 **Mediation.** If the Contractor is not satisfied with the resolution of the dispute pursuant to Subsection 28.10, Contractor shall notify the TCCES Director and the Purchasing Agent, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use a mutually agreed upon mediation group as the provider of mediators for mediation as described in TEX. CIV. PRAC. & REM. CODE § 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the

dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. & REM. CODE, § 154.073, unless both Parties agree, in writing, to waive the confidentiality.

28.12 **Coordination**. Consistent with 42 U.S.C. § 10420 and the terms of the Grant award, Contractor shall coordinate and share information with other Travis County Health and Human Services programs in any way that is appropriate as determined by TCCES to maximize the benefit to Eligible Clients in the City of Austin/Travis County and to avoid duplication of services.

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

28.14 **Force Majeure.**

28.14.1 If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any other person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof; provided, however, the party experiencing the event of force majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of force majeure; and provided, however, the party experiencing the event of force majeure shall promptly notify the other party of the event within five (5) business days of the beginning of the event. If the party seeking to avail itself of this provision fails to notify the other party within said five (5) business days, the party shall be deemed to have waived force majeure as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Subject to the requirements of this Subsection 28.14, such non-performance shall not be deemed a default or ground for termination. However, in light of the event of force majeure, the County may elect in its sole discretion to delay payment, if County determines that Contractor is unable to perform services and activities under this Contract; provided, however, the County shall make the payment once the event of force majeure ends and Contractor is performing services and activities as required under this Contract.

28.14.2 Contractor agrees that breach of this force majeure provision entitles County to reduce or permanently stop payments or immediately terminate this Contract.

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

29.0 RATIFICATION. Consistent with the terms and conditions of the Grant Award set forth in Attachment A, County and Contractor hereby ratify all the terms, conditions, and provisions of this Contract to be effective October 1, 2010.

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

CONTRACTOR:

Travis County Domestic Violence and Sexual Assault Survival Center,

DBA SafePlace

By: Julia E Spann
Julia Spann, Executive Director
Printed Name: Julia E. Spann
Title: Executive Director
Date: Jan. 13, 2012

TRAVIS COUNTY:

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

County Approvals:

As to Legal Form:

_____
Tamara Armstrong, Assistant County Attorney
Date: _____

Funds Certified By:

_____
Susan Spataro, County Auditor
Date: _____

Purchasing:

_____
Cyd Grimes, Purchasing Agent
Date: _____

Attachment A

Cooperative Agreement including Grant Award package.

Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

September 23, 2010

The Honorable Samuel Biscoe
County of Travis
P.O. Box 1748
Austin, TX 78767-1748

Dear Travis County Judge Biscoe:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the Safe Havens: Supervised Visitation and Safe Exchange Grant Program in the amount of $400,000 for County of Travis. This award provides the opportunity for recipients to develop and strengthen effective responses to violence against women. This cooperative agreement supports supervised visitation and safe exchange options for families with a history of domestic violence, child abuse, sexual assault and stalking.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact Michelle Dodge at (202) 353-7345. For financial grants management questions, contact the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at ovw.gfmd@usdoj.gov. For payment questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Virginia Davis
Deputy Director for Policy Development

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 23, 2010

The Honorable Samuel Biscoe
County of Travis
P.O. Box 1748
Austin, TX 78767-1748

Dear Travis County Judge Biscoe:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office on Violence Against Women

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
County of Travis
P.O. Box 1748
Austin, TX 78767-1748

4. AWARD NUMBER: 2010-CW-AX-K018

5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2013
BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2013

6. AWARD DATE 09/23/2010

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
746000192

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
OVW FY 2010 Safe Havens Grant Program

10. AMOUNT OF THIS AWARD $ 400,000

11. TOTAL AWARD $ 400,000

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL	GRANTEE ACCEPTANCE
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Virginia Davis Deputy Director for Policy Development	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Samuel Biscoe Travis County Judge
17. SIGNATURE OF APPROVING OFFICIAL V. Davis	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Samuel T. Biscoe 19A. DATE 9/24/10

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	A	CW	29	00	00		400000

21. CW10D00026

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 2 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

STB

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 3 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

8. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.

9. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds.

10. The Director of OVW, upon a finding that there has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the grant or cooperative agreement, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the grant or cooperative agreement, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.

11. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1-June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.

12. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of persons served; 2) number of persons seeking services who could not be served; 3) number of supervised visitation and exchange centers supported by the program; 4) number of supervised visits between parents and children; and 5) number of supervised exchanges between parents and children.

13. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".

14. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

STB

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 4 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

15. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

16. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:

    (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and

    (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.

    In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

    It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

17. The grantee agrees that grant funds will not support activities that may compromise victim safety, such as: pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); or the placement of perpetrators in anger management programs.

18. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

STB

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 5 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

19. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

    1) name of event;
    2) event dates;
    3) location of event;
    4) number of federal attendees;
    5) number of non-federal attendees;
    6) costs of event space, including rooms for break-out sessions;
    7) costs of audio visual services;
    8) other equipment costs (e.g., computer fees, telephone fees);
    9) costs of printing and distribution;
    10) costs of meals provided during the event;
    11) costs of refreshments provided during the event;
    12) costs of event planner;
    13) costs of event facilitators; and
    14) any other direct costs associated with the event.

    The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

    1) meals and incidental expenses (M&IE portion of per diem);
    2) lodging;
    3) transportation to/from event location (e.g., common carrier, privately owned vehicle (POV)); and
    4) local transportation (e.g., rental car, POV) at event location.

    Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

20. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

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Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 6 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

21. TERMS OF COOPERATIVE AGREEMENT

The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with the County of Travis and its project partners to increase available supervised visitation and safe exchange services for victims of domestic violence, child abuse, sexual assault, teen dating violence, and stalking. This decision reflects a strong mutual interest in increasing the safety and well-being of victims and their children during supervised visitations and safe exchanges. The award recipient acknowledges that OVW will play a substantial role in shaping and monitoring the project.

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women (OVW) will:

1. Provide the services of a Federal Program Specialist as a single point of contact for the administration of this cooperative agreement.

2. Monitor program development and implementation, and fulfill an oversight function regarding the project.

3. Review and approve content and format of the materials produced in conjunction with this project.

4. Provide input, re-direct the project as needed, and actively monitor the project by methods including but not limited to ongoing contact with the recipient.

5. Approve sites and dates of all project related activities.

&TB

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 7 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

22. TERMS OF COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES

The County of Travis will work collaboratively, in each step of the planning and implementation phases of the project, with Travis County Counseling & Education Services, and the Travis County District Court.

Recipients will:

1. Work closely with OVW in the development and implementation of this project.

2. Ensure that a multi-disciplinary team participates in project development and implementation. The multi-disciplinary team should include representatives from the grantee agency, the state or local court, and the domestic violence/sexual assault agency. Representatives will participate in the consulting committee; attend meetings and institutes, as designated by OVW; and substantially participate in the planning and implementation of visitation and exchanges services as outlined by the grant program.

3. Identify a representative of the grantee agency to serve as project coordinator. This representative will substantially participate in all aspects of the grant project; coordinate development and implementation activities; and attend meetings and institutes, as designated by OVW.

4. Limit the first 12 months of the project period to planning and development activities. These activities should include, but are not limited to: identifying and implementing security procedures; establishing a consulting committee; developing operating policies and procedures; conducting a needs assessment; and developing a strategic plan to enhance collaboration and service delivery.

5. Submit the following to OVW for review and approval, before implementing grant activities: a signed and dated Memorandum of Understanding; operating policies and procedures; and an implementation budget for years 2 & 3. Grantees must also submit information outlining the security measures which have been implemented to ensure safety for victims and children served under the grant project. Once this information has been approved by OVW, an official Grant Adjustment Notice (GAN) will be submitted, by the Program Specialist, releasing the remaining grant funds.

6. Successfully complete all development activities, as outlined in special condition number 5, before continuing with implementation activities. Development activities must be reviewed and approved by OVW.

7. Work cooperatively and collaboratively with OVW's technical assistance provider(s) for the Supervised Visitation Grant Program, throughout the term of this agreement.

8. Attend the New Grantee Orientation. The orientation will provide grant and financial management information, content training, and an opportunity for exchange and coalition building among award recipients.

9. Participate in all OVW funded technical assistance opportunities related to the Supervised Visitation Grant Program, including, but not limited to, grantee meetings, on-site technical assistance, and site visits.

10. Allocate project funds, as designated by OVW, to participate in OVW-sponsored technical assistance. Funds designated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval of OVW. Technical assistance includes, but is not limited to, peer-to-peer consultations, focus groups, mentoring site visits, conferences and workshops conducted by OVW-designated technical assistance providers or OVW-designated consultants and contractors.

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 8 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

23. TERMS OF COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES (continued)

11. Provide OVW with the agenda for any training seminars, workshops, or conferences not sponsored by OVW that project staff proposes to attend using grant funds. The grantee must receive prior approval from OVW before using OVW grant funds to attend any training, workshops, or conferences not sponsored by OVW. To request approval, grantees must submit a Grant Adjustment Notice (GAN) request through the Grants Management System to OVW with a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request should be submitted to OVW at least 20 days before registration for the event is due. Approval to attend non-OVW sponsored programs will be given on a case-by-case basis.

12. Develop and implement adequate security measures, including but not limited to, adequate facilities, procedures, and personnel capable of preventing violence, for the operation of supervised visitation programs or safe visitation exchange.

13. Ensure that grant funds will be used to support supervised visitation and safe visitation exchange of children by and between parents in situations involving domestic violence, child abuse, sexual assault, or stalking. The grantee may not use grant funds to support individual counseling, family counseling, parent education, support groups or therapeutic supervision. The grantee may not require victims to attend or utilize parent education or other program services.

14. Ensure that grant funds will not be used to provide offsite or overnight visitation services. Offsite visitation includes, but is not limited to, any monitored visit between a child and a non-custodial parent that occurs outside the premises of the visitation center. Overnight visitation includes, but is not limited to, any monitored visit between a child and a non-custodial parent that occurs outside of the normal operating hours of the visitation center.

15. Develop formal affiliations with organizations that will be able to provide services and consultation to the programs in their work with children and parents. Accordingly, grantees must establish a consulting committee that includes experts in the following fields: child abuse and neglect, mental health, batterer's intervention, law enforcement, child protection services, and advocacy for victims of domestic violence, dating violence, stalking and sexual assault.

16. Ensure that if fees are charged for use of programs or services, any fees charged must be based on the income of the individuals using the programs or services, unless otherwise provided by court order.

17. Ensure that the grant project is developed and implemented in a manner that is consistent with the Guiding Principles of the Supervised Visitation Program. The Guiding Principles embody the statutory requirements and objectives of the Supervised Visitation Program. They are intended to guide practice for OVW grantees. The standards and practices included within the Guiding Principles are considered to be good practice when addressing the needs of victims and their children. Centers funded under the Supervised Visitation Program can and are encouraged to go beyond the practices outline within the Guiding Principles.

18. Agree not to engage in activities which compromise victim safety, including but not limited to: a) Requiring adult victims to participate in mediation or family counseling; b) providing visitation or exchange services which do not account for the safety of adult victims; c) requiring a court order in order to access visitation and/or exchange services; and d) providing custody evaluations or court reports based on subjective information and opinions of center staff and volunteers.

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 9 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

24. The grantee may not draw down funds in excess of $100,000. The grantee may use $50,000 to participate in OVW sponsored training and technical assistance events and $50,000 to engage in planning activities, as described in the Terms and Conditions of this award. The grantee may not draw down the remaining funds until all planning activities required by OVW have been satisfactorily completed and approved by OVW, and a Grant Adjustment Notice (GAN) has been issued by the Program Office.

25. The recipient's budget is pending approval; therefore the recipient may not drawdown funds until the Office on Violence Against Women, Grants Financial Management Division has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk.

Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Marnie Shiels, Attorney Advisor

Subject: Categorical Exclusion for County of Travis

The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two-year pilot program under the Violence Against Women Act of 2000(VAWA 2000) to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women and Department of Justice Requthorization Act of 2005 (VAWA 2005). Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur.

None of the following activities will be conducted under the OVW federal action:

1. New construction.

2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.

3. A renovation which will change the basic prior use of a facility or significantly change its size.

4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.

5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)).

Department of Justice
Office on Violence Against Women

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Cooperative Agreement

PROJECT NUMBER
2010-CW-AX-K018

This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)

1. STAFF CONTACT (Name & telephone number)

Michelle Dodge
(202) 353-7345

2. PROJECT DIRECTOR (Name, address & telephone number)

Gretta Gardner
Safe Havens Grant Director
P.O. Box 1748
Austin, TX 78767-1748
(512) 633-7026

3a. TITLE OF THE PROGRAM

OVW FY 10 Safe Havens: Supervised Visitation Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

OVW FY 2010 Safe Havens Grant Program

5. NAME & ADDRESS OF GRANTEE

County of Travis
P.O. Box 1748
Austin, TX 78767-1748

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2013

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2013

9. AMOUNT OF AWARD

$ 400,000

10. DATE OF AWARD

09/23/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two year pilot program under the Violence Against Women Act of 2000 to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women Act 2005. Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur.

The County of Travis and its collaborative partners, Travis County Government, Travis County Counseling & Education Services, and Travis County District Courts, will use this 36 month cooperative agreement to develop and implement supervised visitation and safe exchanges of children by and between parents in

situations involving domestic violence, dating violence, child abuse, sexual assault, and/or stalking. During the initial 12 months of the project, the partners will use OVW funds to conduct a needs assessment and develop a strategic plan to provide visitation services (based on the identified needs). Additional goals during the planning/development phase will include identifying and implementing security procedures; establishing a consulting committee; and developing operating policies and procedures. After development activities have been completed, project partners will begin implementing visitation and exchange services. Specific activities during this stage will include developing a training and orientation program for community partners; creating an intern and volunteer program; and implementing services at a satellite location. The County of Travis will act as the fiscal and implementing agency for the grant project.

CA/NCF

Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

September 23, 2010

The Honorable Samuel Biscoe
County of Travis
P.O. Box 1748
Austin, TX 78767-1748

Dear Travis County Judge Biscoe:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office on Violence Against Women has approved your application for funding under the Safe Havens: Supervised Visitation and Safe Exchange Grant Program in the amount of $400,000 for County of Travis. This award provides the opportunity for recipients to develop and strengthen effective responses to violence against women. This cooperative agreement supports supervised visitation and safe exchange options for families with a history of domestic violence, child abuse, sexual assault and stalking.

Enclosed you will find the award package. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact Michelle Dodge at (202) 353-7345. For financial grants management questions, contact the OVW Grants Financial Management Division at (202) 514-8556, or by e-mail at ovw.gfmd@usdoj.gov. For payment questions, contact the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or by email at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

Virginia Davis
Deputy Director for Policy Development

Enclosures

Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

September 23, 2010

The Honorable Samuel Biscoe
County of Travis
P.O. Box 1748
Austin, TX 78767-1748

Dear Travis County Judge Biscoe:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at http://www.ojp.usdoj.gov/ocr/etfbo.htm.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements:(1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEOP), 28 C.F.R. § 42.301-.308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEOP Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEOP reporting requirements:

If your organization has received an award for $500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEOP and submit it to OCR for review **within 60 days from the date of this letter**. For assistance in developing an EEOP, please consult OCR's website at http://www.ojp.usdoj.gov/ocr/eeop.htm. You may also request technical assistance from an EEOP specialist at OCR by dialing (202) 616-3208.

If your organization received an award between $25,000 and $500,000 and has 50 or more employees, your organization still has to prepare an EEOP, but it does not have to submit the EEOP to OCR for review. Instead, your organization has to maintain the EEOP on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

If your organization received an award for less than $25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEOP requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at http://www.ojp.usdoj.gov/ocr/eeop.htm.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEOP, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at http://www.ojp.usdoj.gov/ocr/.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

Department of Justice
Office on Violence Against Women

Cooperative Agreement

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
County of Travis
P.O. Box 1748
Austin, TX 78767-1748

4. AWARD NUMBER: 2010-CW-AX-K018

5. PROJECT PERIOD: FROM 10/01/2010 TO 09/30/2013
BUDGET PERIOD: FROM 10/01/2010 TO 09/30/2013

6. AWARD DATE 09/23/2010

7. ACTION
Initial

1A. GRANTEE IRS/VENDOR NO.
746000192

8. SUPPLEMENT NUMBER
00

9. PREVIOUS AWARD AMOUNT $ 0

3. PROJECT TITLE
OVW FY 2010 Safe Havens Grant Program

10. AMOUNT OF THIS AWARD $ 400,000

11. TOTAL AWARD $ 400,000

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)

15. METHOD OF PAYMENT
GPRS

AGENCY APPROVAL	GRANTEE ACCEPTANCE
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Virginia Davis Deputy Director for Policy Development	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Samuel Biscoe Travis County Judge
17. SIGNATURE OF APPROVING OFFICIAL V. Davis	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Samuel T. Biscoe 19A. DATE 9/24/10

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	A	CW	29	00	00		400000

21. CW10D00026

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 2 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office on Violence Against Women (OVW) Financial Grants Management Guide.

2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audit of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of DOJ grant funds) are not satisfactory and promptly addressed as further described in the current edition of the OVW Financial Grants Management Guide.

4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of OVW, in order to avoid violation of 18 USC § 1913. The recipient may, however, use federal funds to collaborate with and provide information to Federal, State, local, tribal and territorial public officials and agencies to develop and implement policies to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 42 USC 13925(a)) when such collaboration and provision of information is consistent with the activities otherwise authorized under this grant program.

5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

   mail:

   Office of the Inspector General
   U.S. Department of Justice
   Investigations Division
   950 Pennsylvania Avenue, N.W.
   Room 4706
   Washington, DC 20530

   e-mail: oig.hotline@usdoj.gov

   hotline: (contact information in English and Spanish): (800) 869-4499

   or hotline fax: (202) 616-9881

   Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OVW.

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 3 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

8. The grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C 3711 et seq., the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, and OVW's implementing regulations at 28 CFR Part 90.

9. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office on Violence Against Women prior to obligation or expenditure of such funds.

10. The Director of OVW, upon a finding that there has been substantial failure by the grantee to comply with applicable laws, regulations, and/or the terms and conditions of the grant or cooperative agreement, will terminate or suspend until the Director is satisfied that there is no longer such failure, all or part of the grant or cooperative agreement, in accordance with the provisions of 28 CFR Part 18, as applicable mutatis mutandis.

11. The grantee agrees to submit semiannual progress reports that describe project activities during the reporting period. Progress reports must be submitted within 30 days after the end of the reporting periods, which are January 1-June 30 and July 1 - December 31 for the duration of the award. Future awards may be withheld if progress reports are delinquent. Grantees are required to submit this information online, through the Grants Management System (GMS), on the semi-annual progress report for the relevant OVW grant programs.

12. Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. Accordingly, the grantee agrees to submit semi-annual electronic progress reports on program activities and program effectiveness measures. Information that grantees must collect under GPRA and VAWA 2000 includes, but is not limited to: 1) number of persons served; 2) number of persons seeking services who could not be served; 3) number of supervised visitation and exchange centers supported by the program; 4) number of supervised visits between parents and children; and 5) number of supervised exchanges between parents and children.

13. A final report, which provides a summary of progress toward achieving the goals and objectives of the award, significant results, and any products developed under the award, is due 90 days after the end of the award. The Final Progress Report should be submitted to the Office on Violence Against Women through the Grants Management System with the Report Type indicated as "Final".

14. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

ATB

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 4 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

15. The recipient agrees that it will submit quarterly financial status reports to OVW on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

16. Pursuant to 28 CFR §66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:

    (a) any work that is subject to copyright and was developed under this award, subaward, contract or subcontract pursuant to this award; and

    (b) any work that is subject to copyright for which ownership was purchased by a recipient, subrecipient or a contractor with support under this award.

    In addition, the recipient (or subrecipient, contractor or subcontractor) must obtain advance written approval from the Office on Violence Against Women program manager assigned to this award, and must comply with all conditions specified by the program manager in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this award.

    It is the responsibility of the recipient (and of each subrecipient, contractor or subcontractor as applicable) to ensure that this condition is included in any subaward, contract or subcontract under this award.

17. The grantee agrees that grant funds will not support activities that may compromise victim safety, such as: pre-trial diversion programs not approved by OVW or the placement of offenders in such programs; mediation, couples counseling, family counseling or any other manner of joint victim-offender counseling; mandatory counseling for victims, penalizing victims who refuse to testify, or promoting procedures that would require victims to seek legal sanctions against their abusers (e.g., seek a protection order, file formal complaint); or the placement of perpetrators in anger management programs.

18. All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by Grant No. _____ awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women.

STB

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 5 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

19. Within 45 days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds $20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

    1) name of event;
    2) event dates;
    3) location of event;
    4) number of federal attendees;
    5) number of non-federal attendees;
    6) costs of event space, including rooms for break-out sessions;
    7) costs of audio visual services;
    8) other equipment costs (e.g., computer fees, telephone fees);
    9) costs of printing and distribution;
    10) costs of meals provided during the event;
    11) costs of refreshments provided during the event;
    12) costs of event planner;
    13) costs of event facilitators; and
    14) any other direct costs associated with the event.

    The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

    1) meals and incidental expenses (M&IE portion of per diem);
    2) lodging;
    3) transportation to/from event location (e.g., common carrier, privately owned vehicle (POV)); and
    4) local transportation (e.g., rental car, POV) at event location.

    Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

20. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

STB

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PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

21. TERMS OF COOPERATIVE AGREEMENT

The Office on Violence Against Women (OVW) has elected to enter into a Cooperative Agreement with the County of Travis and its project partners to increase available supervised visitation and safe exchange services for victims of domestic violence, child abuse, sexual assault, teen dating violence, and stalking. This decision reflects a strong mutual interest in increasing the safety and well-being of victims and their children during supervised visitations and safe exchanges. The award recipient acknowledges that OVW will play a substantial role in shaping and monitoring the project.

STATEMENT OF FEDERAL INVOLVEMENT

The Office on Violence Against Women (OVW) will:

1. Provide the services of a Federal Program Specialist as a single point of contact for the administration of this cooperative agreement.

2. Monitor program development and implementation, and fulfill an oversight function regarding the project.

3. Review and approve content and format of the materials produced in conjunction with this project.

4. Provide input, re-direct the project as needed, and actively monitor the project by methods including but not limited to ongoing contact with the recipient.

5. Approve sites and dates of all project related activities.

&TB

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 7 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

22. TERMS OF COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES

The County of Travis will work collaboratively, in each step of the planning and implementation phases of the project, with Travis County Counseling & Education Services, and the Travis County District Court.

Recipients will:

1. Work closely with OVW in the development and implementation of this project.

2. Ensure that a multi-disciplinary team participates in project development and implementation. The multi-disciplinary team should include representatives from the grantee agency, the state or local court, and the domestic violence/sexual assault agency. Representatives will participate in the consulting committee; attend meetings and institutes, as designated by OVW; and substantially participate in the planning and implementation of visitation and exchanges services as outlined by the grant program.

3. Identify a representative of the grantee agency to serve as project coordinator. This representative will substantially participate in all aspects of the grant project; coordinate development and implementation activities; and attend meetings and institutes, as designated by OVW.

4. Limit the first 12 months of the project period to planning and development activities. These activities should include, but are not limited to: identifying and implementing security procedures; establishing a consulting committee; developing operating policies and procedures; conducting a needs assessment; and developing a strategic plan to enhance collaboration and service delivery.

5. Submit the following to OVW for review and approval, before implementing grant activities: a signed and dated Memorandum of Understanding; operating policies and procedures; and an implementation budget for years 2 & 3. Grantees must also submit information outlining the security measures which have been implemented to ensure safety for victims and children served under the grant project. Once this information has been approved by OVW, an official Grant Adjustment Notice (GAN) will be submitted, by the Program Specialist, releasing the remaining grant funds.

6. Successfully complete all development activities, as outlined in special condition number 5, before continuing with implementation activities. Development activities must be reviewed and approved by OVW.

7. Work cooperatively and collaboratively with OVW's technical assistance provider(s) for the Supervised Visitation Grant Program, throughout the term of this agreement.

8. Attend the New Grantee Orientation. The orientation will provide grant and financial management information, content training, and an opportunity for exchange and coalition building among award recipients.

9. Participate in all OVW funded technical assistance opportunities related to the Supervised Visitation Grant Program, including, but not limited to, grantee meetings, on-site technical assistance, and site visits.

10. Allocate project funds, as designated by OVW, to participate in OVW-sponsored technical assistance. Funds designated for OVW-sponsored technical assistance may not be used for any other purpose without prior approval of OVW. Technical assistance includes, but is not limited to, peer-to-peer consultations, focus groups, mentoring site visits, conferences and workshops conducted by OVW-designated technical assistance providers or OVW-designated consultants and contractors.

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 8 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

23. TERMS OF COOPERATIVE AGREEMENT

STATEMENT OF RECIPIENT RESPONSIBILITIES (continued)

11. Provide OVW with the agenda for any training seminars, workshops, or conferences not sponsored by OVW that project staff proposes to attend using grant funds. The grantee must receive prior approval from OVW before using OVW grant funds to attend any training, workshops, or conferences not sponsored by OVW. To request approval, grantees must submit a Grant Adjustment Notice (GAN) request through the Grants Management System to OVW with a copy of the event's brochure, curriculum and/or agenda, a description of the hosts or trainers, and an estimated breakdown of costs. The GAN request should be submitted to OVW at least 20 days before registration for the event is due. Approval to attend non-OVW sponsored programs will be given on a case-by-case basis.

12. Develop and implement adequate security measures, including but not limited to, adequate facilities, procedures, and personnel capable of preventing violence, for the operation of supervised visitation programs or safe visitation exchange.

13. Ensure that grant funds will be used to support supervised visitation and safe visitation exchange of children by and between parents in situations involving domestic violence, child abuse, sexual assault, or stalking. The grantee may not use grant funds to support individual counseling, family counseling, parent education, support groups or therapeutic supervision. The grantee may not require victims to attend or utilize parent education or other program services.

14. Ensure that grant funds will not be used to provide offsite or overnight visitation services. Offsite visitation includes, but is not limited to, any monitored visit between a child and a non-custodial parent that occurs outside the premises of the visitation center. Overnight visitation includes, but is not limited to, any monitored visit between a child and a non-custodial parent that occurs outside of the normal operating hours of the visitation center.

15. Develop formal affiliations with organizations that will be able to provide services and consultation to the programs in their work with children and parents. Accordingly, grantees must establish a consulting committee that includes experts in the following fields: child abuse and neglect, mental health, batterer's intervention, law enforcement, child protection services, and advocacy for victims of domestic violence, dating violence, stalking and sexual assault.

16. Ensure that if fees are charged for use of programs or services, any fees charged must be based on the income of the individuals using the programs or services, unless otherwise provided by court order.

17. Ensure that the grant project is developed and implemented in a manner that is consistent with the Guiding Principles of the Supervised Visitation Program. The Guiding Principles embody the statutory requirements and objectives of the Supervised Visitation Program. They are intended to guide practice for OVW grantees. The standards and practices included within the Guiding Principles are considered to be good practice when addressing the needs of victims and their children. Centers funded under the Supervised Visitation Program can and are encouraged to go beyond the practices outline within the Guiding Principles.

18. Agree not to engage in activities which compromise victim safety, including but not limited to: a) Requiring adult victims to participate in mediation or family counseling; b) providing visitation or exchange services which do not account for the safety of adult victims; c) requiring a court order in order to access visitation and/or exchange services; and d) providing custody evaluations or court reports based on subjective information and opinions of center staff and volunteers.

Department of Justice Office on Violence Against Women	**AWARD CONTINUATION SHEET** **Cooperative Agreement**	PAGE 9 OF 9

PROJECT NUMBER 2010-CW-AX-K018 AWARD DATE 09/23/2010

SPECIAL CONDITIONS

24. The grantee may not draw down funds in excess of $100,000. The grantee may use $50,000 to participate in OVW sponsored training and technical assistance events and $50,000 to engage in planning activities, as described in the Terms and Conditions of this award. The grantee may not draw down the remaining funds until all planning activities required by OVW have been satisfactorily completed and approved by OVW, and a Grant Adjustment Notice (GAN) has been issued by the Program Office.

25. The recipient's budget is pending approval; therefore the recipient may not drawdown funds until the Office on Violence Against Women, Grants Financial Management Division has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition. Any obligations or expenditures incurred by the recipient prior to the budget being approved are made at the recipient's own risk.

Department of Justice

Office on Violence Against Women

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Marnie Shiels, Attorney Advisor

Subject: Categorical Exclusion for County of Travis

The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two-year pilot program under the Violence Against Women Act of 2000(VAWA 2000) to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women and Department of Justice Requthorization Act of 2005 (VAWA 2005). Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur.

None of the following activities will be conducted under the OVW federal action:

1. New construction.

2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.

3. A renovation which will change the basic prior use of a facility or significantly change its size.

4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.

5. Implementation of a program involving the use of chemicals.

Consequently, the subject federal action meets the criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of the Code of Federal Regulations (adopted by OVW at 28 CFR § 0.122(b)).

Department of Justice
Office on Violence Against Women

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Cooperative Agreement

PROJECT NUMBER
2010-CW-AX-K018

This project is supported under 42 U.S.C. 10420 (OVW - Supervised Visitation)

1. STAFF CONTACT (Name & telephone number)

Michelle Dodge
(202) 353-7345

2. PROJECT DIRECTOR (Name, address & telephone number)

Gretta Gardner
Safe Havens Grant Director
P.O. Box 1748
Austin, TX 78767-1748
(512) 633-7026

3a. TITLE OF THE PROGRAM

OVW FY 10 Safe Havens: Supervised Visitation Grant Program

3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)

4. TITLE OF PROJECT

OVW FY 2010 Safe Havens Grant Program

5. NAME & ADDRESS OF GRANTEE

County of Travis
P.O. Box 1748
Austin, TX 78767-1748

6. NAME & ADRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2010 TO: 09/30/2013

8. BUDGET PERIOD

FROM: 10/01/2010 TO: 09/30/2013

9. AMOUNT OF AWARD

$ 400,000

10. DATE OF AWARD

09/23/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) was authorized as a two year pilot program under the Violence Against Women Act of 2000 to increase supervised visitation and exchange options for families with a history of domestic violence, child abuse, sexual assault or stalking. The Program was reauthorized in 2005 with the passage of the Violence Against Women Act 2005. Eligible applicants for the program include states, Indian tribal governments, and units of local government. By statute, projects funded under the Supervised Visitation Program must demonstrate expertise in the area of family violence, provide a sliding fee scale for clients, demonstrate adequate security measures, and prescribe standards and protocols by which supervised visitation or safe exchanges will occur.

The County of Travis and its collaborative partners, Travis County Government, Travis County Counseling & Education Services, and Travis County District Courts, will use this 36 month cooperative agreement to develop and implement supervised visitation and safe exchanges of children by and between parents in

situations involving domestic violence, dating violence, child abuse, sexual assault, and/or stalking. During the initial 12 months of the project, the partners will use OVW funds to conduct a needs assessment and develop a strategic plan to provide visitation services (based on the identified needs). Additional goals during the planning/development phase will include identifying and implementing security procedures; establishing a consulting committee; and developing operating policies and procedures. After development activities have been completed, project partners will begin implementing visitation and exchange services. Specific activities during this stage will include developing a training and orientation program for community partners; creating an intern and volunteer program; and implementing services at a satellite location. The County of Travis will act as the fiscal and implementing agency for the grant project.

CA/NCF

Attachment B

Projective Narrative

VII. Project Narrative

A. Purpose of Application

Travis County [Texas] does not have a dedicated supervised visitation and safe exchange center for families who have experienced domestic violence, dating violence, child abuse, sexual assault and/or stalking. On September 30, 2008, after 20 years of service, LifeWorks, a local private, non-profit agency, closed the doors of Kids Exchange. Kids Exchange was the only visitation and exchange program in Travis County. LifeWorks terminated the program due to a lack of funding and other operational challenges. The Travis County Domestic Relations Office (DRO) then organized a consortium of private, for-profit providers named The Kids Exchange Network (Network) to provide supervised visitation and exchange as a stopgap measure. In 2009, the Network logged 1,003 hours for supervised visits; assisted 32 families with safe exchanges; and conducted 62 hours of supervised, therapeutic visitations. This is a dramatic increase from 2008, when 257 hours were logged for supervised visits and 24 families used safe exchange services. The Network providers are not required to have specialized expertise and training in domestic violence, dating violence, child abuse, sexual assault and/or stalking.

Our current development grant under the FY 2008 Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) with the Office on Violence Against Women (OVW) has allowed Travis County the opportunity to make considerable strides in identifying the needs of our community, enhancing community collaboration, embracing the guiding principles of the grant program, and creating a paradigm shift in the way Travis County agencies approach supervised visitation and safe exchange. Our Planning Committee, a collaboration of nine team members and three grant staff, meet monthly to design and analyze

the core elements of planning and executing a new supervised visitation and safe exchange center; give policy direction to the grant staff; and attend national trainings sponsored by OVW.

Continued funding, as a development project, would allow Travis County to capitalize on the momentum of our work over the past year. Further funding would permit us to take our development plans to the next level and actually implement our vision for a new center that is more comprehensive, responsive, affordable, and accessible to all families of Travis County who need a safe and welcoming environment to exchange or visit with their children.

The target population is all families in Travis County who have determined, either through the courts or independently, that a third party is needed to supervise visitation between non-custodial parents and their children or to facilitate an exchange of children between parties because of domestic and dating violence, child abuse, sexual assault and/or stalking. Traditionally, services have only been available for families who have been court-ordered to participate in a program, however this grant would allow us to receive referrals from non-traditional sources. It is our intention to receive referrals from the courts, law enforcement, victim-service agencies, community-based advocacy groups, faith communities, and families who self-identify as needing our services. SafePlace, our local domestic violence and sexual assault center and shelter, has recently seen an increase of battered women who want services, but do not want other forms of formal intervention, e.g., protection orders. Our center would provide services to those without court orders, given that they qualify through our intake procedure.

Travis County is located in south central Texas. Its county seat is Austin, the capital of Texas. According to 2008 U.S. Census Bureau data, the 2008 estimated County population is 998,543. Persons under 18 years old account for 25% of the population and 48% of the adult

population are women. The racial composition of the County is 52% White; 8% Black; 1% American Indian and Alaska Native; 5% Asian; 1% Persons reporting two or more races; and 33% Hispanic/Latino. Approximately 15% of the Travis County population lives below the poverty line, and nearly one-third of the population speaks a language other than English at home. Fifty-seven percent of County residents who speak a language other than English at home also speak the English language "very well" and about 43% speak English "less than very well." Travis County is divided into six significant geographic regions: North, Northwest, Northeast, South, East and Central. Public transportation is nominal and extremely limited, making private transportation a necessity. During peak rush hours, traffic can often rival that of major metropolitan cities. With this in mind, we intend to launch two sites. One site will offer a full-service supervised visitation and exchange center in either downtown Austin or a central location and the other will provide a satellite office, which will be limited to safe exchanges during peak hours to facilitate greater access for families.

Within Travis County, domestic and dating violence, sexual assault, child abuse and stalking are urgent public problems that demand ongoing resources. In 2008, the Austin Police Department and Travis County Sheriff's Department reported a combined total of more than 10,000 family violence cases and over 1,000 rape/sexual assault cases. The County Attorney's Office filed 703 protection orders in 2009, which is considerably higher than the 587 orders they filed in 2007. The courts and the County Attorney's Office have seen a trend in the increase of violence involving a knife by abusers and SafePlace has seen an increase in strangulation cases over the past year. In 2009, SafePlace provided direct services to 4,394 people and received 12,472 hotline calls. Demographics of SafePlace clients served include: approximately 51% Latino, 21% African-American, 16% Caucasian, 11% multi-racial/other race/ethnicity, and 1%

Asian. Seventy-one percent were female and 29% were male; 57% were ages 0-18, 39% were ages 19-50, and 4% were ages 51 and older.

Over the past year, the Planning Committee has identified three historical barriers to service and compliance for parents participating in supervised visitation or safe exchanges. They are (1) affordability; (2) accessibility; and (3) the chilling effect of "supervised" visitation for non-custodial parents.

The Network currently helps children and their parents who are experiencing difficulties with divorce or separation. The services can be ordered by the court to assure custodial or visitation terms of a decree are carried out. The Network offers three services: neutral exchanges, supervised visitation, and therapeutic visitation. However, the Network is very expensive and is mostly used by parties with family law attorneys. Orientation/Intake fees range from $25 - $100 per party; visitation fees range $50 per hour - $140 per hour depending on income and the number of children; and neutral exchanges cost $10-$200 per parent, depending on income. Two Network providers charge $100 per parent per month regardless of income. SafePlace recently had to subsidize visitation fees for a battered woman, who is the non-custodial parent, for a five-hour supervised visitation. It is almost impossible for many families to afford such fees in the face of long-term visitations and exchanges, especially in today's economy. The Domestic Relations Office sometimes subsidizes fees for some families to participate in services, with limited funding from Travis County. The proposed new center would make services affordable for all families on a more reasonable sliding scale fee. The Planning Committee will also explore the possibility of free services for the working poor and families living below the poverty level.

The Network has over ten providers throughout Travis County and permits families to choose a provider in close proximity. However, it is our plan to create a fully equipped supervised visitation and safe exchange center in a central location that is accessible to all via car and public transportation. It is our long-term goal to establish a scaleable plan that would also add a satellite office for safe exchanges in another location during this grant cycle. Ideally, we would like to establish multiple safe exchange locations in each quadrant of the County, to provide maximum accessibility for all families during peak exchange days and hours. This would alleviate the burden on schools and other locales that are used as alternative locations for safe exchange (e.g., McDonald's) in our charge to minimize the risk of harm for victims and children.

The Planning Committee has discussed at length how to address non-compliance by non-custodial parents based on how they are treated during visitations and exchange. The Planning Committee is dedicated to incorporating our mission statement - *"To provide a place for supervised visitation and safe exchanges that enhances safety and respects the individuality of families facing domestic abuse."* - into every aspect of our guiding principles, policies and procedures, training and staffing. It is our belief that if all family members are treated with respect and equal regard, all clients will feel welcome and will want to participate. This is also another way to address accessibility. We intend to offer quality services that are culturally aware and respectful, regardless of race, ethnicity, language barriers, sexual orientation, gender identity, religious affiliation, and/or disability. We will organize sub-committees of the Consulting Committee to identify the needs of specific communities for the center, compile a list of community resources, and partner with those resources to accomplish our mission to provide culturally appropriate practices and linkages to outside resources.

Our center will also differ from the Network because our staff will be highly trained by national technical assistance providers through trainings and site visits identified by OVW. Our center will have equal regard for all clients, but will hold batterers accountable, whether they are custodial parents or non-custodial parents. It is with this in mind, and lessons learned from OVW trainings, that we have given considerable attention to the design of our center to include separate entrances for parents, transitional settings for children, safety protocols, the importance of language and messaging (e.g., we are considering naming our staff monitors "family guides" to remove the stigma of being "supervised" or "monitored"), and policies regarding gifts, which can often be triggers for victims.

Travis County was awarded a FY 2008 OVW Supervised Visitation Program development grant on October 1, 2008. However, this funding was delayed until mid-April 2009. Despite this delay, tremendous progress has been made over the past 11 months. A program director, Gretta Gardner, and an office specialist, Marcella Alonzo Fisher, have been hired. Our Planning Committee has met monthly since November 2008. We also held one Consulting Committee meeting with key community stakeholders to understand the strengths, weaknesses, opportunities, and threats of building a sustainable supervised visitation and safe exchange center in Travis County. This grant compliments our current grant because it will allow us to continue to develop our policies and procedures in an authentic process that holds confidentiality, safety, and batterer accountability as paramount. Additional funding during this next grant period allows SafePlace, Travis County's domestic/sexual violence victim services agency and shelter to play a more significant role in the planning and execution of activities for FY 2010. There is no other entity conducting this supervised visitation and safe exchange planning and activities in our community.

Over the past year we have developed our mission statement and guiding principles. We are in the midst of developing our policies and procedures. Continued conversations about documentation and record keeping, with confidentiality as our cornerstone, are critical as we move forward with our policies and procedures. Funding during this grant cycle will allow us to enhance our process for our policies and procedures and implement our plans for a center to open by mid-October, 2011. Our Planning Committee has discussed our theme and possible names for our center. Our goal is to launch a "world" theme for our center, celebrating many cultures around the world. We aim to tangibly show we value diversity and will be responsive to the backgrounds, circumstances, and cultures of our community and the families we serve by the center's practices and physical environment. Ideally, we would like each visitation and/or exchange room to represent a specific global region for children and their parents to explore and discuss together. We have discussed names like "SafePlanet" to reflect the name recognition and stellar reputation of SafePlace. The center's name is important because many "visiting" parents feel the institutionalization of a center and the stigma of "supervised" visitation has a chilling effect on participation. We aim to minimize this stigma and make the Center more inviting so it is more welcoming for adults and children.

To further enhance the center, we have inquired with The University of Texas at Austin's School of Architecture about ideas to make our building "green" to employ energy- saving measures, reduce costs, and reflect our local environmentally responsible culture.

B. What Will Be Done

FY 2010 OVW Supervised Visitation Program funding is critical to launch a supervised visitation and safe exchange center that is responsive to the needs of Travis County. The new center will differ greatly from The Network insomuch as it will not offer therapeutic services

and/or parenting counseling, and will not report directly to the Courts. We will dedicate significant time and planning to reaching historically underserved clients: (1) those who cannot afford services; (2) those who self-identify as needing services without court intervention; and (3) the 43% of households in our community who speak English "less than very well." Diversity and culturally welcoming practices are woven throughout our guiding principles, and is the lens through which our procedures and protocols will be developed to make all who walk through our doors welcome.

Planning – Year 1 (October 1, 2010 – September 30, 2011)

Goal 1: To subcontract with SafePlace.

Objective: To work in tandem with Travis County Counseling and Education Services (TCCES) to manage the grant and develop a shared vision for SafePlace to become the provider of services by the end of the grant cycle.

Tasks:

1. Divide duties into operational (SafePlace) and administrative tasks (TCCES).
2. Create a partnership that permits TCCES and SafePlace to work simultaneously on planning, implementation and sustainability, with shared expertise and knowledge.
3. Identify community resources and partnerships to contribute to the Center (e.g., furniture, rent, etc).
4. To assist in training and outreach for partners and Committee members who request more information on violence against women issues and vision of the Center.

Objective: To provide a platform for the transition of TCCES as the program coordinator to SafePlace by the end of the grant cycle.

Goal 2: To identify and secure a building and location that meets the safety and occupation standards established by the Planning Committee.

Objective: To find a safe location that has access to public transportation and sufficient parking for clients and staff.

Tasks:

1. Establish meetings with County agencies with access to possible sites.
2. Explore resources with Consulting Committee members for possible locations.
3. Identify *pro bono* organizations, agencies, and/or builders who may contribute to our site, e.g., The University of Texas at Austin's School of Architecture.

Objective: To find a safe location that is central or accessible to the demographic area of Travis County that uses/needs the service the most.

Tasks:

1. Cull information gathered from focus groups to be conducted in Spring 2010 to identify what clients want and need most in a location.
2. Gather statistics from the Travis County Domestic Relations Office to understand what geographic area uses the services the most.

Goal 3: To continue monthly Planning Committee Meetings.

Objective: To continue developing policies and procedures with our guiding principles and mission statement as our cornerstones.

Tasks:

1. Continue dialogue and training on confidentiality to enhance documentation procedures.
2. Develop intake and referral procedures from the courts, victim service agencies, community-based agencies, and walk in clients.

3. Create a sliding scale fee schedule, with the possibility of free services for qualifying families.
4. Attend national trainings and site visits as required by OVW.
5. Identify community partners and providers who can assist with various languages when the Center has a need for such linguistic assistance.
6. Identify the staffing needs, building size, hours of operation, number of families to be served, and other operational issues.

Objective: To create job descriptions and staff requirements.

Tasks:

1. Ensure safety with an appropriate staff-to-client ratio.
2. Identify the number of staff needed who are bilingual in English and Spanish.
3. Identify adequate community resources for various languages (other than Spanish).
4. Identify security measures to include law enforcement with weapons, metal detectors, cameras, etc.
5. Create an intern and volunteer program.

Objective: To create an orientation training and information brochure for all Travis County agencies and referral sources that outlines our services, location and hours of operation.

Tasks:

1. Create a special orientation for local courts outlining the parameters of the center, with a question-and-answer session addressing documentation and confidentiality issues.
2. Create a dissemination plan to reach all possible referral sources, including traditionally-underserved populations.
3. Translate brochures into Spanish.

4. Collaborate with SAHELI for Asian Families, a Consulting Committee member, on translating brochures into the Asian languages most often spoken in Travis County.

Goal 4: To continue quarterly Consulting Committee Meetings.

Objective: To divide the Consulting Committee into subcommittees determined by the Planning Committee, for a dedicated focus and insight into particular topics.

Tasks:

1. Organize bimonthly subcommittee meetings to report back at quarterly meetings on special service topics, e.g., Sustainability, Outreach, Services for Communities of Color (Hispanic/Latino; African-American; Asian), Services for Lesbian, Bisexual, Gay and Transgender families, and Donors (for furnishings, etc.) and Matching Contributions by Travis County agencies/partners.
2. Create listservs for the subcommittees to discuss topics and post information when in-person meetings are not feasible.
3. Review policies and procedures to ensure they address cultural and specific language barriers.

Objective: To add a representative from the Kids Exchange Network.

Tasks:

1. Create a working relationship and identify possible referral streams, e.g., clients who cannot afford services or are in arrears.
2. Provide training on domestic violence, sexual assault, dating violence and stalking.

Timetable for October 1, 2010 – September 30, 2011

	Oct 2010	Nov 2010	Dec 2010	Jan 2011	Feb 2011	Mar 2011	Apr 2011	May 2011	Jun 2011	Jul 2011	Aug 2011	Sept 2011
Goal 1		X										
Goal 2		X	X	X	X	X	X	X				
Goal 3	X	X	X	X	X	X	X	X	X	X	X	X
Goal 4	X			X			X			X		

Implementation – Year 2 (October 1, 2011 – September 30, 2012)

Goal 1: To open the center by mid-October 2011, in honor of National Domestic Violence Awareness Month.

Objective: To move into a building by October 1, 2011.

Tasks:

1. Secure a location and lease.
2. Outfit the Center with furnishings and equipment (computers, phones, photocopier, etc).
3. Install safety measures (cameras, metal detectors, lockers, etc.)

Objective: To hire and train staff, interns and volunteers.

Tasks:

1. Finalize job descriptions and duties.
2. Post jobs and conduct interviews.
3. Hire and train staff, including but not limited to, training at SafePlace.

Objective: To implement policies and procedures.

Objective: To provide 650 supervisions for 12 families in a year.

Objective: To provide 2,000 safe exchanges for 75 families in a year.

Goal 2: To implement a referral system and identify gaps for problem solving by staff and Consulting Committee Members.

Goal 3: To continue Quarterly Consulting Committee Meetings.

Objective: To ensure feedback and input from community partners on the strengths and weaknesses of the Center.

Tasks:

1. Continue quarterly meetings.
2. Maintain and expand the scope of subcommittees as needed to respond to the needs of the Center.

Goal 4: Continue training and education.

Objective: To ensure that staff and select Consulting Committee members receive training on current trends and responses for supervised visitation and safe exchange centers for best practices for our clients.

Tasks:

1. Attend national training and site visits approved/sponsored by OVW.
2. Report back to staff and Consulting Committee members to share information.

Timetable for October 1, 2011 – September 30, 2012

	Oct 2011	Nov 2011	Dec 2011	Jan 2012	Feb 2012	Mar 2012	Apr 2012	May 2012	Jun 2012	Jul 2012	Aug 2012	Sept 2012
Goal 1	X											
Goal 2	X	X	X	X	X	X						
Goal 3	X			X			X			X		
Goal 4	X	X	X	X	X	X	X	X	X	X	X	X

Implementation – Year 3 (October 1, 2012 – September 30, 2013)

Goal 1: To create a process for clients to evaluate services.

Objective: To ensure services are meeting the needs of the service population.

Tasks:

1. Develop a tool that is understandable and language accessible for clients.
2. Create a process for anonymous completion and easy return of evaluation forms.

Goal 2: Add a satellite safe exchange center site.

Objective: To identify a safe exchange center in a geographic location that is responsive to the needs of clients.

Tasks:

1. Cull data from partnering agencies to identify the geographic region.
2. Use Consulting Committee Members as a resource to identify possible locations.

Objective: To open and staff a satellite safe exchange site.

Tasks:

1. Identify a location.

2. Hire and train staff.
3. Establish hours of operation; possibly Fridays between 5 p.m. – 9 p.m. and Sundays between 5 p.m. -8 p.m.

Goal 3: Continue quarterly Consulting Committee Meetings.

Objective: To continue to provide input and guidance into the policies and procedures of the Center.

Objective: To provide insight into other funding resources for sustainability.

Tasks:

1. Identify local resources to sustain and possibly expand services.
2. Begin planning for the next grant cycle for reapplication for funding from OVW.

Objective: To identify other sites for possible safe exchange centers.

Goal 4: Continue training and education.

Objective: To ensure that staff and select Consulting Committee members receive training on current trends and responses for supervised visitation and safe exchange centers, for best practices for our clients.

Tasks:

1. Attend national training and site visits approved/sponsored by OVW.
2. Report back to staff and Consulting Committee members to share information.

Goal 5: Transition from TCCES to SafePlace as the subcontractor/provider of services.

Objective: To have SafePlace publicly recognized as the provider of services in Travis County.

Tasks:

1. Reduce TCCES' role in management of the grant and Center.

2. Maintain TCCES' role as Chair of the Consulting Committee and fiscal management of the grant.

Timetable for October 1, 2012 – September 30, 2013

	Oct 2012	Nov 2012	Dec 2012	Jan 2013	Feb 2013	Mar 2013	Apr 2013	May 2013	Jun 2013	Jul 2013	Aug 2013	Sept 2013
Goal 1	X	X	X									
Goal 2									X	X	X	X
Goal 3	X			X			X			X		
Goal 4										X	X	X

Consulting Committee

Travis County has a Planning Committee and a larger Consulting Committee. The Planning Committee includes:

Travis County Civil District Courts. The Honorable Susan Sheppard and the Honorable J. Andrew Hathcock represent the Civil District Courts of Travis County. The Civil District Courts of Travis County are the trial courts that hear and decide family law cases, many of which involve children. The Courts routinely hear applications for family violence protective orders, as well as divorce and parent-child lawsuits in which evidence of family violence is present. Judges determine that it is in the best interests of a child for his/her parent to have possession or access, but only if there is a safe, neutral location for supervision or exchange. Without this service, the Court is left to entering orders that children may not see their parents or may see them under dangerous, frightening or problematic circumstances.

SafePlace. SafePlace currently has two representatives on the Planning Committee: Melinda Cantu, Shelter Director; and Yvette Rouen, Children's Services Director. SafePlace exists to end sexual and domestic violence through safety, healing, prevention for individuals, families and our community. SafePlace offers a wide range of services to victims of domestic and sexual violence, including: a 24-hour crisis hotline; 105-bed emergency shelter; 48 transitional housing units; legal advocacy; case management; hospital accompaniment and support to recent rape victims; specialized services for youth and persons with disabilities; community education; an on-site K-8 charter school for youth in shelter, an on-site licensed child care center, and training, among other services.

Travis County Domestic Relations Office (DRO). The DRO handles specific areas of Family Law on behalf of the District Courts, and acts as the regulatory agency for the Kids Exchange Network. DRO is often appointed as *Guardian Ad Litem* in protective order cases and high conflict divorces where there are unsubstantiated allegations of family violence or child abuse. Roslynn Pitre, Assistant Manager - Family Court Services, and Gail Johnson, *Guardian Ad Litem*, are on the Planning Committee.

Travis County Attorney's Office (TCAO): TCAO assists victims of family violence in obtaining two-year protective orders against their abusers. As part of this process, TCAO routinely advocates for safe, supervised exchanges and visitations through agencies trained in monitoring and facilitating child visitations. It does this by obtaining a Court order requiring that all exchanges, and visits between the parties, occur in a safe environment. Erin Martinson, Chief of the Protective Order Division, is on our Planning Committee.

Law Enforcement. The Travis County Sheriff's Office (TCSO) and the Austin Police Department (APD), a city agency, both have representation on the Planning Committee. Amy Durall, Victim Services Manager for TCSO, and Kachina Clark, Victim Services Supervisor for APD, offer insights on safety measures and batterer accountability for the center. Both agencies will also provide referrals to the center.

The Consulting Committee meets quarterly, and is a more expansive collaborative of key stakeholders from many disciplines in the Travis County community. The Consulting Committee provides input, direction, and guidance to the work of the Safe Havens Grant Director and the Planning Committee. Consulting Committee members are stewards of the Center in the community, and include representation from the following agencies: Workforce Solutions - Capital Area Workforce Board; SAHELI for Asian Families; The University of Texas at Austin's School of Law; Travis County Criminal Courts (The Honorable Michael Denton); Travis County Constable-Precinct 5; Travis County Health and Human Services & Veterans Service,; Catholic Charities of Central Texas- Immigration Legal Services; Texas RioGrande Legal Aid; LifeWorks; Travis County District Attorney's Office; the 261st Judicial District Civil Court (The Honorable Lora Livingston); Center for Child Protection, Office of the Governor, Criminal Justice Division – Director of Programs and Grant Management; Family Connections; SafePlace; and the Austin Child Guidance Center. After the planning phase of this grant is completed, the Planning Committee members will join the Consulting Committee, to form one committee to provide guidance and oversight for the center.

C. Who Will Implement the Project

Caryl Colburn has been the Director of Travis County Counseling & Education Services (TCCES), for the past 12 years. TCCES provides assessments for the Travis County Courts at

Law for Defendants with alcohol/drug offenses and family violence charges, and educational classes on substance abuse for court-ordered clients. Ms. Colburn is an active member of the Travis County Family Violence Task Force and the Safe Havens Grant Planning Committee. She has been involved with domestic violence in the Travis County criminal justice system since the inception of the designated domestic violence court in 1999. Ms. Colburn is a Licensed Professional Counselor who holds a M.Ed. in Guidance and Counseling. She is the administrator and supervisor for the Safe Havens Grant. Travis County donates Ms. Colburn's time, which is not an expense included in the grant.

Gretta Gardner is the Director of the Travis County Safe Havens Grant and is employed part-time by TCCES. Ms. Gardner has been an advocate in the anti-violence against women movement for 13 years. She was the Director for the National Domestic Violence Hotline and Project Manager for the Allstate Domestic Violence Program with the National Network to End Domestic Violence. Ms. Gardner was also the Managing Attorney for the Washington, DC office of the Legal Department of the Pennsylvania Coalition Against Domestic Violence, where she managed four national projects - the STOP Violence Against Women Grants Technical Assistance Project; the Legal Assistance Providers' Technical Outreach Project; the National Center on Full Faith and Credit; and the Battered Women's Justice Project – Civil. Ms. Gardner enjoyed a career as an Assistant State's Attorney in Maryland, where she prosecuted domestic violence, sexual assault, child abuse and elder abuse cases. She is licensed to practice law in Maryland and Texas. Ms. Gardner is the Chair of the Travis County Safe Havens Planning Committee and Consulting Committee. She is responsible for: grant management, evaluation, and reports; convening the committee meetings; and oversight of collaboration goals and tasks.

Melinda Cantu will co-manage the Travis County Safe Havens Grant with grant staff during the planning phase and will be the director of the center during the implementation phase. Ms. Cantu has spent more than 20 years dedicated to ending violence against women and children, and has been with SafePlace (and its predecessor agencies, the Austin Rape Crisis Center and the Center for Battered Women) during this time. She has worked to connect sexual assault survivors with much needed resources in Austin, created the therapeutic program at SafePlace for children who had witnessed/experienced domestic and sexual abuse. Ms. Cantu helped develop Safe Place's on-site child-care center and K-8 charter school. She is currently the shelter Director for SafePlace supervising the 105-bed facility as well as the hotline. Locally and at the state level, Ms. Cantu has advocated for battered women and their children through various membership organizations; and presented on the effects of domestic violence on children and how to address them, diversity and cultural competency. Ms. Cantu will be responsible for operational duties associated with the grant, and will facilitate the Planning Committee and Consulting Committee meetings with Ms. Gardner.

Marcella Alonzo Fisher is the Office Specialist Senior for the Travis County Safe Havens Grant. She is employed by TCCES 10 hours a week in this capacity. Ms. Fisher is the liaison between Committee members, the community, and the Director of the Safe Havens Grant. She is responsible for all administrative tasks associated with the activities of the grant, i.e., preparation for meetings, scheduling trainings, etc. Prior to joining the Safe Havens Team Ms. Alonzo served as a Life Skills instructor at SafePlace through AmeriCorps. While serving in this role Ms. Alonzo helped raise awareness about domestic and sexual violence issues, especially in the Spanish-speaking community. Ms. Alonzo also serves as an instructor for Adult Education Classes in Travis County, teaching a range of classes and focusing on empowering students.

Attachment C

Budget Detail Worksheet and Narrative

VIII. Budget Detail Worksheet and Narrative

A. Personnel

Year 1: Planning Phase – October 1, 2010 – September 30, 2011

Name/Position	Computation	Cost
Program Director Gretta Gardner	N/A	0
Office Specialist, Sr. Marcella Alonzo Fisher	N/A	0

The Program Director is responsible for grant management, evaluation, and reports; convening the committee meetings; and oversight of collaboration goals and tasks. The Office Specialist, Sr. is the liaison between committee members, the community, and the Director. She is responsible for all administrative tasks associated with the activities of the grant, i.e., preparation for meetings, scheduling trainings, etc. Funding for the Program Director and Office Specialist, Sr. will be used from the previous development grant upon approval by OVW of the Grants Adjustment Notice submitted in Spring 2010.

Years 2 & 3: Implementation Phase – October 1, 2011 – September 30, 2013

Name/Position	Computation	Cost
Program Director Gretta Gardner	$47.76/hr. x 8 hrs/mo. x 24 mos.	$9,170

During Year 2 and 3 of the Implementation Phase, the role of the Director will be reduced to 5%. The Director will generally oversee the grant and chair the Consulting Committee.

TOTAL PERSONNEL: $9,170

B. Fringe Benefits

Years 2 & 3: Implementation Phase – October 1, 2011 – September 30, 2013

Name/Position	Computation	Cost
Program Director		
FICA/OASDI	$9,170 x 0.062	$569
FICA Medicare	$9,170 x 0.0145	$133
Workers Comp	$9,170 x .75 x 0.0026	$18
Retirement	$9,170 x 0.1071	$982

Travis County is requesting fringe benefits for the Program Director.

TOTAL FRINGE BENEFITS: $1,702

TOTAL PERSONNEL AND FRINGE BENEFITS: $10,872

C. Travel

Purpose of Travel	Location	Item	Computation	Cost
OVW-Mandated Training and Technical Assistance	TBD	Airfare	$525 x 2 people x 6 trips	$6,300
		Lodging	$206 x 3 nights x 2 people x 6 trips	$7,416
		Per diem	$49.97 x 4 days x 2 people x 6 trips	$2,399
		Transportation	$46 x 2 people x 6 trips	$552

$16,667 of the required $50,000 in OVW mandated technical assistance and training funds have been allocated to cover the cost of travel for staff in accordance with program guidelines. The sites of the training session are unknown at this time. These funds cover the Director and Office Specialist to attend training as required during the planning phase.

TOTAL TRAVEL: $16,667

D. Equipment

N/A

TOTAL EQUIPMENT: $0

E. Supplies

Supply Items	Computation	Cost
N/A		

TOTAL SUPPLIES: $0

F. Construction

Purpose	Description of Work	Cost
N/A		

TOTAL CONSTRUCTION: $0

G. Consultants/Contracts

Name of Consultant	Service Provided	Computation	Cost
SafePlace			

See attached breakdown of services and computation of costs.

TOTAL CONSULTANTS/CONTRACTS: $372,461

H. Other Costs

Description	Computation	Cost
N/A		

TOTAL OTHER COSTS: $0

I. Indirect Costs

Description	Computation	Cost
N/A		0

TOTAL INDIRECT COSTS: $0

Budget Summary

Budget Category	**Amount**
A. Personnel	$9,170
B. Fringe Benefits	$1,702
C. Travel	$16,667
D. Equipment	$0
E. Supplies	$0
F. Construction	$0
G. Consultants and Contracts	$372,461
H. Other Costs	$0
Total Direct Costs	$400,000
I. Indirect Costs	$0
TOTAL PROJECT COSTS	**$400,000**
Federal Share Requested	$0
Non-Federal (Match) Amount	

ATTACHMENT

ITEMIZED CONSULTANT/CONTRACTS LINE ITEM

A. Personnel

Yr 1 – Planning – October 1, 2010 – September 30, 2011

Staff	Service Provided	Computation	Cost
Melinda Cantu	Co-manage grant activities	$60,000/yr x 25%	$15,000

Melinda Cantu will offer her unique knowledge and expertise to assist grant staff in managing the Safe Havens grant during the planning phase. Ms. Cantu will offer assistance in training community members on violence against women issues, identifying appropriate partnerships and community resources to better serve the clients of the Center, reviewing procedures and policies to assure culturally welcoming practices and services, reaching out to various community agencies to contribute to the start up development of the Center (e.g., another metal detector, phones, etc).

Yrs 2 & 3 - Implementation: October 1, 2011 – September 30, 2013

Staff	Service Provided	Computation	Cost
Melinda Cantu	Director of Center	$60,000/yr x 2 yrs x 25%	$30,000
Resource/Case Mgr TBD	Case Management & Community Liaison	$27,000/yr x 2 yrs x 50%	$27,000
Family Guide TBD	Monitor supervised visits	3 staff x $25/hr. x 20 hrs/wk x 104 weeks	$156,000
Exchange Guide TBD	Facilitate exchanges	2 staff x $15/hr x 10 hrs/wk x 104 weeks	$31,200

Funding allows the Center to open twenty (20) hours a week. The tentative hours of operation are Friday 4-8 p.m.; Saturday 10 a.m. – 4 p.m.; Sunday 2 p.m. – 8 p.m. and Monday 4-8 p.m. Melinda Cantu will be the Director of the Center at 25% of her time. The Resource/Case Manager, Family Guides, and Exchange Guides will be hired by SafePlace. We hope to find additional funding for Year 3 to hire two more Exchange Guides for a satellite location.

TOTAL STAFF: $244,200

B. Travel

Purpose of Travel	Location	Item	Computation	Cost
OVW-Mandated Training and Technical Assistance	TBD	Airfare	$525 x 4 people x 6 trips	$12,600
		Lodging	$206 x 3 nights x 4 people x 6 trips	$14,832
		Per diem	$49.97 x 4 days x 4 people x 6 trips	$4,797
		Transportation	$46 x 4 people x 6 trips	$1,104

$33,333 of the required $50,000 in OVW mandated technical assistance and training funds have been allocated to cover the cost of travel for staff of the subcontractor, SafePlace, in accordance with program guidelines. The sites of the training sessions are unknown at this time.

TOTAL TRAVEL: $33,333

C. Equipment

Item	Computation	Cost
Photocopier	1 x $2,500	$2,500
Color Printer	1 x $1,500	$1,500
Metal Detector Wands	2 x $500	$1,000
2 Laptop Computers	2 x $1,600	$3,200
4 Desktop Computers	4 x $1,300	$5,200
6 Software packages	6 x $500	$3,000
2 Air Cards for Laptops	2 x $600	$1,200

The photocopier and color printer will be used for staff to photocopy, scan and print. The metal detector will be used to scan personal property of clients upon entry. Ideally we would like to have two metal detectors – one at each entrance, but we will have to identify other funding or contributions by partnering agencies. The Exchange Guides will use the laptops for administrative duties, e.g., email, paperwork, and case management. The three (3) Family Guides and the Resource/Case Manager will use the four (4) desktop computers for email, paperwork, and case management. The software packages and air cards are necessary to use the hardware.

TOTAL EQUIPMENT: $17,600

D. Supplies

Supply Items	Computation	Cost
Routine office supplies	$25.22 x 36 mos.	$908

Office supplies are needed for the general operation of the program. This includes ordinary sundries such as paper, pens, tape, etc.

TOTAL SUPPLIES: $908

E. Contracts

Item	Computation	Cost
Law Enforcement	$29/hr x 20 hrs/wk x 104 weeks	$60,320

The Center will hire uniformed, armed off duty law enforcement officers to provide security for the center during operation.

TOTAL CONTRACTS: $60,320

F. Other Costs

Description	Computation	Cost
Center Brochures	500 x $2.22 per brochure	$1,100

The Center Brochures are the informational pamphlets we will distribute throughout the County prior to opening to explain what services we provide, location, hours of operation, fee schedule and intake procedure.

TOTAL OTHER COSTS: $1,100

Attachment D

Financial Accounting Practices

III. Financial Accounting Practices

Each applicant must prepare a response to the following questions. This section of your application should be no more than two pages and should be a separate attachment to the application in GMS and a separate section in the hard copy.

Will all funds awarded under this program be maintained in an account that is separate and distinct from other sources of revenue/funding?
Yes. All grants are accounted for separately in our general ledger.

Does the applicant have written accounting procedures?
Yes.

What type of inventory system does the applicant have in place?
Travis County does not maintain an inventory.

Does the applicant's current accounting system allow the applicant to separately track grant draw-downs and expenditures?
Yes.

Does the applicant have a risk management assessment process in place to identify and mitigate potential risks?
No, however financial analysts in the County Auditor's Office audit expenditures against the approved grant budget.

What is the applicant's records retention policy?
All grant documents are retained on site for 3 years then sent to offsite storage. Invoices are scanned and retained on site for 1 year then sent to offsite storage. Payroll documents are retained on site for 1 year then sent to offsite storage.

Has the individual primarily responsible for fiscal oversight attended a Fiscal Management Training Seminar put on by a U.S. government agency? If yes, when and which government agency?
No. However individuals do attend grant training offered by Management Concepts. Gretta Gardner, Safe Havens Grant Director, has attended a Fiscal Management Training Seminar by the U.S. Department of Justice, Office of the Comptroller, with Angela Pearson in 2004.

IV. Summary Data Sheet
Authorized Representative (Designee of County Judge Sam T. Biscoe):

Caryl Colburn

Director, Travis County Counseling and Education Services

PO Box 1748

Austin, TX 78767-1748

Phone: (512) 854-4618

Fax: (512) 854-9146

Email: Caryl.Colburn@co.travis.tx.us

Grant Point of Contact:

Gretta Gardner

Director, Safe Havens Grant

Travis County Counseling and Education Services

PO Box 1738

Austin, TX 78767-1748

Phone: (512) 633-7026

Fax: (512) 854-9146

Email: gretta.gardner@gmail.com

Travis County has expended $500,000 in Federal funds in the past fiscal year. The end date of the fiscal year is September 30, 2010.

Non-profit, Non-governmental Victim Services Collaboration Partner:

Travis County Domestic Violence & Sexual Assault Survival Center, d/b/a SafePlace

Type of Application: Development Project

V. Proposal Abstract

Travis County does not have a dedicated supervised visitation and safe exchange center for families who have experienced domestic violence, dating violence, child abuse, sexual assault and/or stalking. Funding will permit the County to create a center that is comprehensive, responsive, affordable, and accessible. The target population is families who have determined, through the courts or independently, that a 3rd party is needed to supervise visitation or facilitate an exchange. Travis County intends to reach underserved clients: (1) who cannot afford services; (2) who self-identify as needing services without court intervention; and (3) the 43% of households who speak English "less than very well."

Planning Yr 1: Goal 1: Subcontract with SafePlace to co-manage the grant and develop a shared vision with SafePlace as the provider. Goal 2: Identify and secure a safe and accessible building and location. Goal 3: Monthly Planning Committee Meetings to continue developing policies and procedures; create job descriptions; and develop information for referrals. Goal 4: Quarterly Consulting Committee Meetings to create subcommittees and include the Kids Exchange Network. **Implementation Yr 2:** Goal 1: Open the center by mid-October 2011 and hire and train staff; implement policies and procedures; provide and safe exchanges. Goal 2: Implement a referral system and identify gaps. Goal 3: Quarterly Consulting Committee Meetings to ensure feedback from partners. Goal 4: Continue training and education to ensure knowledge of best practices. **Implementation Yr 3:** Goal 1: Create an evaluation process to ensure quality services. Goal 2: Add a satellite site. Goal 3: Quarterly Consulting Committee Meetings to review policies and procedures; find funding sources; and identify other site locations. Goal 4: Continue training and education to ensure knowledgeable of best practices. Goal 5: Establish SafePlace as the provider of services.

VI. Summary of Current OVW Projects

Travis County currently has one OVW project. We received a two-year development grant through the OVW Fiscal Year 2008 Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The award period is October 1, 2008 through September 30, 2010. However, funding was delayed until mid-April, 2009. Our award number is 2008-CW-AX-K020. As of March 1, 2010 the total funds remaining in the award are $115,465. As of the same date, the total remaining funds in the Personnel category are $81,624, Fringe Benefits are $15,103, the Contracts/Consultant category are $2,405 and the Travel category are $9,927.

OVW Sponsored Training & Technical Assistance Events Attended

Safe Havens Supervised Visitation & Safe Exchanges: New Grantee Orientation
OVW & ALSO
December 10-12, 2008
Alexandria, VA

Safe Havens Supervised Visitation & Safe Exchanges: OVW Development Grantee-All Site Meeting
March 18-20, 2009
Dallas, TX

Safe Havens Supervised Visitation & Safe Exchanges: OVW Development Grantee-All Site Meeting
July 7-9, 2009
Seattle, WA

A New Direction for a Safer Tomorrow
National Council of Juvenile and Family Court Judges
September 2-4, 2009
San Diego, CA

Site Visit to Faith & Liberty's Place
October 20-21, 2009
Dallas, TX

Embracing Hope: Healing Generations One Survivor at a Time
National District Attorneys Association
October 31, 2009- November 4, 2009
San Antonio, TX

Supervised Safe Exchanges: Accounting for the Safety of Battered Women and Their Children
Praxis
December 7-8, 2009
Tucscon, AZ

The Fundamentals of Supervised Visitation Practices: An Exploration of Policy Design and Center Operations
Praxis
January 12-13, 2010
Las Vegas, NV

Envisioning Solutions for Collaborative Practice
National Council of Juvenile and Family Court Judges
February 4-5, 2010
Phoenix, AZ

National Institute on Domestic Violence: Supervised Visitation & Community Partners
Family Violence Prevention Fund
February 11-12, 2010
Miami, FL

An Institute on the Practice of Orientation in Supervised Visitation Centers
Praxis
March 3-4, 2010
Hollywood, FL

Teleconferences Attended

Survivor Confidentiality Releases
NNEDV
June 17, 2009

Enhancing our Work with Men Who Use Violence, Part I
Praxis
July 8, 2009

Enhancing our Work with Men Who Use Violence, Part II
Praxis
July 15, 2009

Enhancing our Work with Men Who Use Violence, Part III
Praxis
July 22, 2009

Visitation Things Considered
Praxis
September 24, 2009

Documentation Dilemmas Confidentiality
Praxis
November 4, 2009

Confidentiality Considerations
Praxis
November 11, 2009

Batterers and Intervention Strategies, series 9
VAW
November 12, 2009

Record Keeping & Retention Practices
Praxis
November 18, 2009

Developing & Designing Supervised Visitation and Exchange Facilities that Account for Safety
Praxis
December 3, 2009

MEMORANDUM OF UNDERSTANDING

Travis County
and
Travis County Counseling & Education Services
and
Travis County Domestic Violence & Sexual Assault Survival Center, d/b/a SafePlace
and
Travis County Civil District Courts
and
Travis County Attorney's Office
and
Travis County Domestic Relations Office
and
Travis County Sheriff's Office
and
Austin Police Department

Travis County, Travis County Counseling & Education Services, SafePlace, Travis County Civil District Courts, Travis County Attorney's Office, Travis County Domestic Relations Office, Travis County Sheriff's Office, and the Austin Police Department hereby enter into this Memorandum of Understanding (MOU) for purposes of furthering our collaborative relationship and joint delivery of planning, developing, and implementing activities under the FY 2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The time period covered by this MOU is October 1, 2010 through September 30, 2013. These entities are involved in the Planning Committee for this project, described below.

I. Collaborative History and Services Provided

Travis County is the local unit of government applying for this grant.

Travis County Counseling & Education Services (TCCES) is the recipient grantee and lead agency. TCCES provides services for adults and juveniles referred from the justice system and other community agencies. It offers alcohol/drug and family violence assessments, case management and evidence-based rehabilitation programs. TCCES has been involved in funding services for victims, including domestic violence victims, for the past 20 years. Caryl Colburn, Director of TCCES, will continue to supervise the grant program. Gretta Gardner, Safe Havens Grant Director, and Marcella Alonzo Fisher, Grant Coordinator, are the project staff.

SafePlace exists to end sexual and domestic violence through safety, healing and prevention for individuals, families and our community. SafePlace offers a wide range of service to victims of domestic and sexual violence and the Austin/Travis County community as a whole. These include: a 24-hour crisis hotline; 105-bed emergency shelter; 48 transitional housing units; legal advocacy; case management; hospital accompaniment and support to recent rape victims; specialized services for youth and persons with disabilities; community education; and training,

among other services. Melinda Cantu, Shelter Director, will contract with TCCES as Co-Director of the Safe Havens Grant.

Travis County Civil District Courts govern the civil trial courts that hear and decide family law cases. The Courts routinely hear applications for family violence protective orders, as well as divorce and parent-child lawsuits in which evidence of family violence is present. The Office of the District Judges has two seats on the Planning Committee.

Travis County Domestic Relations Office (DRO) is the regulatory agency for the Kids Exchange Network in Travis County pursuant to guidelines adopted by the Travis County District Courts. DRO also performs custody evaluations when appointed as *Guardian ad litem* by the District Courts. DRO has two representatives on the Planning Committee.

Travis County Sheriff's Office (TCSO) was created in 1840 to prevent crime and keep the community safe. TCSO's role in safe exchange and supervised visitation will be through referrals to the program of those citizens needing the services provided. TCSO has one representative on the Planning Committee.

Travis County Attorney's Office (TCAO) assists victims of family violence in obtaining two-year protective orders against their abusers. As part of this process, TCAO routinely advocates for safe, supervised exchanges and visitations through agencies trained in monitoring and facilitating child visitations. The TCAO does this by obtaining a Court order requiring that all exchanges and visits between the parties occur in a safe environment. Erin Martinson, Chief of the Protective Order Division, is on the Planning Committee; and will continue to attend monthly meetings during the planning phase and be a resource to project staff as needed.

Austin Police Department (APD)-Family Violence Protection Team (FVPT) is a collaborative, community response to family violence that provides multiple services at one location. They improve access to law enforcement, counseling, crisis management and legal services for survivors of family violence and their children. FVPT has been in place since 1997 and has three components: investigative, legal, and social services. Kachina Clark, Victim Services Supervisor, will represent APD on the Planning Committee. Ms. Clark will continue to attend monthly meetings during the planning phase and be a resource to project staff as needed.

The Planning Committee is a collaboration of nine team members and three grant staff, who meet monthly to design and analyze the core elements of planning and executing a new supervised visitation and safe exchange center; give policy direction to the grant staff; and attend national trainings sponsored by OVW. All Planning Committee members have been historically involved in collaborative efforts related to responding to domestic violence, sexual assault, dating violence, child abuse and stalking in Travis County. For example, the Family Violence Protection Team (FVPT) includes: the Austin Police Department; SafePlace; Texas RioGrande Legal Aid; Travis County Attorney's Office; Travis County Sheriff's Office; Texas Advocacy Project; and the Travis County District Attorney's Office. FVPT offers integrated services that enable survivors of domestic violence in Austin/Travis County to access legal and supportive

services without having to visit several different agencies. Central purposes of this collaboration include ongoing coordination of services among member agencies to ensure a skillful and compassionate response to victims, and effective investigation and prosecution of offenders.

The FVPT was created in 1997 by the Austin/Travis County Family Violence Task Force (FVTF). Established in 1989, the FVTF includes the FVPT organizations, as well as the Domestic Relations Office, Travis County Counseling & Education Services, county, municipal and district courts, The University of Texas at Austin's Domestic Violence Clinic, and other entities. The FVTF created various innovations and best practices that enhance services for domestic violence victims, among which are: establishing the foundation for the coordinated community response to domestic violence, which led to the creation of a dedicated domestic violence county court; mandatory arrest policies; direct filing of family violence assault charges by law enforcement; and local standards for batterers' intervention programs, which has continued to coordinate across systems to ensure batterer compliance. Many of the FVTF members are also members of the Community Action Network's Victim Services Task Force, which is the official planning body for victim services issues in Austin/Travis County, and produces informational documents to raise awareness in the community.

II. Development of the FY 2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Application to the Office on Violence Against Women (OVW)

All of the aforementioned agencies are committed to creating and implementing a comprehensive, responsive, affordable, and accessible supervised visitation and safe exchange center in Travis County. Members of the planning team have contributed to this application over the past year during meetings of the Planning Committee. This application is representative of the collective, collaborative planning and resources shared during our monthly meetings. SafePlace and project staff wrote the 2010 Safe Havens grant application, with the shared vision and input of planning partners.

III. Roles and Responsibilities

Travis County Counseling & Education Services (TCCES) will continue to be the lead agency for the purposes of this grant. TCCES will be the fiscal manager for the duration of this grant.

SafePlace will subcontract with TCCES to co-direct the management of the grant, working toward the transition of SafePlace as the lead agency for the FY 2010 Safe Havens grant-funded project by the end of the grant cycle.

SafePlace, Travis County Domestic Relations Office, Travis County Civil District Courts, Travis County Sheriff's Office, Travis County Attorney's Office, and the Austin Police Department will continue to have representatives on the Planning Committee for monthly meetings.

Planning Committee members will join the Consulting Committee at the onset of the implementation phase. The Consulting Committee will meet quarterly to provide input, direction,

and guidance to the work of the grant staff and the Planning Committee during the planning phase. Consulting Committee members are stewards of the center in the community.

All agency representatives will continue to update the Committees and project staff on trends in family violence identified in their respective agencies, and other relevant matters.

Planning Committee members agree to attend trainings and conferences sponsored by OVW, in compliance with the grant requirements.

V. Resources

Travis County will donate the time of Caryl Colburn, Director of TCCES, in her role as administrator of the grant.

Each organization participating in the MOU will allocate sufficient resources in their own budgets to cover the costs of participating in the planning and implementation endeavors outlined in this application. Additionally each organization will allocate sufficient time to accommodate ongoing collaboration and communication throughout the grant period.

All Planning Committee representatives will explore resources available within their agencies to contribute to the implementation phase of the project (e.g., furnishings, equipment, etc.).

SafePlace's subcontract under this MOU will be in the amount of $357,224 for the thirty-six month period from October 1, 2010 through September 30, 2013. The payment schedule will be set forth in an agreement between TCCES and SafePlace. This monetary subcontract is subject to the approval of Travis County's application to the Office on Violence Against Women, U.S. Department of Justice.

Beyond the subcontract funds, TCCES will contribute product dissemination, meeting, and conference call costs related to the project.

Any of the signing agencies to this MOU may modify or exit this MOU within 30 days via written notice to Travis County.

We, the undersigned, approve the proposed project activities and budget as outlined in this Memorandum of Understanding for the FY 2010 Safe Havens: Supervised Visitation and Exchange Grant Program.

_____ _____
Samuel T. Biscoe — Date
Travis County Judge

_____ _____
Caryl Colburn — Date
Director
Travis County Counseling & Education Services

_____ _____
Julia Spann — Date
Executive Director
SafePlace

_____ _____
Lora J. Livingston — Date
Presiding Judge
Travis County Civil District Courts

_____ _____
David A. Escamilla — Date
County Attorney

_____ _____
Gregg Hamilton — Date
Travis County Sheriff

_____ _____
Art Acevedo — Date
Chief of Police
Austin Police Department

_____ _____
Scot Doyal — Date
Director
Travis County Domestic Relations Office

ATTACHMENTS

Caryl Clarke Colburn

303 East Annie St.

Austin, TX. 78704

512-441-2235

colburc@aol.com

PROFESSIONAL EXPERIENCE

Travis County Counseling & Education Services Department

Director **June 1997 to present**

Under the direction of the Commissioners Court as Department Head of the Counseling & Education Services Department which promotes public safety and crime reduction and supports programs benefiting crime victims by providing substance abuse and domestic violence assessments, as well as, alcohol/drug programs to all eligible adults and juveniles referred from multiple courts. Work with other county departments, city offices, state jails, community organizations, and civil and criminal courts dealing with the criminal justice procedures of domestic violence offenders, victims and substance abuse offenders.

Travis County Justice & Public Safety Division, Austin, TX.
Interim Criminal Justice Coordinator **August 2005 to February 2008**

Serves under the direction of the Travis County Commissioners Court. Responsible for administration, management and functions and operates as direct supervisor for department heads for the Counseling and Education Services Department, the Juvenile Public Defender, and the Criminal Justice Planning Department. Works with elected or appointed officials in the county, city, state and community on matters pertaining to the justice system and public safety. Directs administrative work relating to a broad range of county management issues in the justice and public safety arena. Negotiates and monitors contracts, including the Central Booking Interlocal, and other purchasing processes under JPS authority. Interim position, in addition to permanent position, until new Coordinator is hired.

Travis County Justice & Public Safety Division
Interim JPS Executive Manager **August 2001 to August 2002**

Interim position under the Commissioners Court serving as supervisor for all departments under the Justice and Public Safety Umbrella, including, Emergency Services & Management, STARFlight, Fire Marshal's Office, Medical Examiners Office, Juvenile Public Defender, Criminal Justice Planning and the Counseling & Education Services Department. Negotiated the revision of the Austin/Travis County Emergency Services & STARFlight Interlocal with the City of Austin. Served as liaison between the Commissioners Court and justice organizations, entities and jurisdictions in the justice and public safety arena of Travis County.

Travis County Counseling Center
Manager **March 1990 to June 1997**

Managed a county department that provided educational and rehabilitative classes to adult and juvenile offenders. Supervised staff and contract instructors. Administrated contracts with twenty local agencies providing services for crime victims who received funding from the Travis County Crime Victims Fund. Developed curricula for classes, liaison and collaborator with other county departments, elected/appointed officials, other governmental agencies and outside agencies to determine community need for offender education. Reported to Commissioners Court/JPS Executive Manager.

Travis County Anti-DWI/Community Occupant Protection Program
Project Coordinator **July 1986 to March 1990**
Assistant to Project Coordinator **January 1986 to July 1986**

Developed, coordinated and delivered public education, campaigns and special events to community and schools on DWI/Safety belt issues. Coordinated DWI data collection from prosecution, probation and treatment. Supervised program staff, developed program budget. Reported on the program objectives to the state grant funding agency and county officials. Coordinated the citizen's group, FEDD-UPP (Forum to End Drunk Driving Using Preventive Programs). Coordinated the Dial-A-Ride Program in 1989.

Private Counseling Practice **1984 to 1989**

Maintained a part-time private practice in counseling for six years. Conducted parenting classes with a colleague for parents of adolescents. Counseled adults, adolescents and families in individual and family therapy.

Middle Earth Unlimited, Inc. ~ Youth and Family Resource Center
Program Coordinator **Nov. 1984 to Nov. 1985**

Supervised and provided individual and family counseling and parenting groups. Supervised staff and volunteer counselors. Coordinated and conducted case staffings, staff meetings, program data management and reporting. Responsible for the public relations efforts for the Youth and Family Resource Center.

Counselor Specialist **May 1982 to Nov. 1984**

Provided counseling to individuals, families and groups at the Youth and Family Resource Center. Developed a curriculum and conducted a parenting skills group. Conducted screenings, intakes and follow-up on youth. Developed and facilitated groups on independent living skills for older teens at the Turning Point Group Home. Developed pre and post testing instrument for groups.

Austin State Hospital **May 1977 to May 1980**
CaseWorker I
MHMR Service Assistant; Aide

Headed a unit team, interviewed and counseled patients' families. Prepared social histories and voluntary client screenings. Arranged financial histories and out-patient placement. Engaged in group, individual and family counseling. Worked as an aide, then supervised aides in assisting clients in grooming and social skills. Conducted group therapy on Interpersonal Loss, observed and evaluated progress of patients.

EDUCATION

Southwest Texas State University
San Marcos, TX.
Masters of Education in Counseling & Guidance **1980 to 1982**

University of Texas **1972 to 1976**
Austin, TX.
Bachelors of Art in Psychology

LICENSE AND CERTIFICATIONS

Licensed Professional Counselor
Texas license #6959

Psychological Associate Certification
Certificate #2143

ORGANIZATIONS AND COMMITTEES

- Austin/Travis County Family Violence Task Force/ Batterer Intervention Program & Prevention Committee
- Safe Havens Grant Planning Committee
- Travis County Fatality Review Team
- Travis County Family Justice Center Committee
- Justice System Coordinating Committee

References Available Upon Request

GRETTA GORDY GARDNER

gretta.gardner@gmail.com • 512.633.7026

ADMISSIONS

Supreme Court of Texas, April 2008
Court of Appeals of Maryland, December 1996

EDUCATION

University of Maryland School of Law, Baltimore, MD 21201
Juris Doctor, May 1995

Vassar College, Poughkeepsie, NY 12604
Bachelor of Arts, May 1990
Major: Psychology

EXPERIENCE

04/09-Present **Safe Havens Grant Director**, *Travis County Counseling & Education Services*, Austin, TX. Develop a multi-disciplinary Consulting Committee to create a sustainable strategic plan for a supervised visitation and safe exchange site for families with a history of domestic violence. Create and execute a community needs assessment. Coordinate focus groups to identify systemic barriers particularly the intersections of race, class, and language. Identify funding opportunities via government and community support. Facilitate meetings for the core collaboration team to create guiding principles, performance measures, goals and objectives and a mission statement. Participate in Travis County agency meetings: Batterer's Intervention Programs, Family Violence Task Force, Family Justice Center Initiative, and the Fatality Review Team.

09/07-05/08 **Director**, *National Domestic Violence Hotline*, Austin. TX. Planned, implemented, managed, and evaluated strategies to enhance Hotline operations. Cultivated and maintained national networking opportunities and advocacy with other programs that were instrumental to Hotline operations. Led and facilitated problem resolution techniques to promote positive working relationships. Led and facilitated activities to strengthen internal and cross-team management and team-building. Oversaw the financial management of Hotline operations with the President and assisted in developing and managing the annual budget. Supervised six managers with a line staff of seventy employees who received 19,500 calls per month.

05/05-01/07 **Program Manager**, *National Network to End Domestic Violence,* Washington, DC. Managed and assisted in the development and execution of the pilot Allstate Domestic Violence Program. Supervised the Public Affairs Specialist and the Economic Justice Specialist. Coordinated the deliverables of the collaboration to include a national conference, grants to state domestic violence coalitions, an economic empowerment financial curriculum for battered women, and tasks as assigned. Organized public relations events for The Allstate Domestic Violence Program. Informed The Allstate Foundation of opportunities to engage in domestic violence awareness initiatives.

05/02-05/05 **Managing Attorney**, *Pennsylvania Coalition Against Domestic Violence*, Washington, DC. Performed administrative management duties for the DC Office of the Legal Department. Directed four national technical assistance legal projects: STOP Violence Against Women Grants Technical Assistance Project, the National Center on Full Faith and Credit, the Legal Assistance Providers' Technical Outreach Project, and the Battered Women's Justice Project-Civil. Supervised twenty-two employees. Managed an annual $3M office budget. Participated in national public policy discussions on legal interventions to end violence against women. Collaborated with the Office on Violence Against Women, U.S. Department of Justice and other federal and state agencies.

02/00-05/02 **Senior Attorney**, *STOP Violence Against Women Grants Technical Assistance Project, Pennsylvania Coalition Against Domestic Violence*, Washington, DC. Managed the technical assistance to state and local STOP grantees (advocates, police officers, prosecutors, and courts) that implement the goals of the STOP provisions of the Violence Against Women Act. Responsible for the establishment of a clearinghouse of information and trainings on policy, law, and practice related to STOP Formula Grants.

05/99-02/00 **Assistant State's Attorney**, *State's Attorney's Office for Montgomery County - Family Violence Team*, Rockville, MD. Prosecuted misdemeanor and felony child abuse, sex offense, domestic violence, and elder abuse cases. Conducted police training. Attended community meetings.

04/97-04/99 **Assistant State's Attorney**, *State's Attorney's Office for Baltimore City – Domestic Violence Unit*, Baltimore, MD. Prosecuted misdemeanor domestic violence cases. Trained new prosecutors. Conducted preliminary hearings. Participated in the Domestic Violence Coordinating Council Sub-Committee for Violations of Probation.

10/95-04/97 **Judicial Law Clerk**, *The Honorable Martin P. Welch, Judge-in-Charge-of Juvenile, Circuit Court for Baltimore City*, Baltimore, MD. Researched and drafted memoranda of law, opinions, and orders. Supervised interns. Maintained violation of probation dockets. Updated library. Responded to inmate mail. Assisted with general matters in the Juvenile Delinquency and Child in Need of Assistance dockets.

09/94-09/95 **Judicial Law Clerk**, *The Honorable David Ross, Circuit Court for Baltimore City*, Baltimore, MD. Researched and drafted memoranda of law regarding petitions for post-conviction and habeas corpus relief. Wrote case summaries for pre-trial conferences. Scheduled hearings for domestic merits and domestic violence cases. Maintained the weekly docket. Drafted new policies and procedures for the Circuit and District Courts of Baltimore City to improve the service of *Ex Parte* and Protective Orders. Organized and updated the library. Assisted with general matters in the domestic merits and criminal misdemeanor dockets

AFFILIATIONS

02/10-Present National Center on Full Faith and Credit, Washington, DC, *Strategic Planning Committee Member*

04/09-Present National Council on Juvenile & Family Court Judges, Reno, NV, *Burgandy Book Revisions Steering Committee*

01/08-05/08 American Bar Association Commission on Domestic Violence, Washington, DC. *Liaison*

06/03-01/06 Women Empowered Against Violence (WEAVE, Inc.), Washington, DC.
01/05-10/05 *Board Co-Chair*

09/02-09/06 National Organization of Sisters of Color Ending Sexual Assault, Canton, CT *Board Member*

02/02-05/05 National Domestic Violence Fatality Review Initiative, Waco, TX. *Advisory Committee Member*

Marcella Alonzo Fisher

P.O. Box 1748 Austin, TX 78767 512-461-0100 marcy.alonzo@gmail.com

SUMMARY OF QUALIFICATIONS

- Planned and executed meetings and fundraisers
- Ability to advocate for clients of diverse backgrounds
- Superior writing and verbal skills
- Able to read, write and, speak Spanish fluently
- Proficient in MS Word, Excel, Power Point, and others respectively

EDUCATION

Bachelor of Arts in Political Science
Texas State University-San Marcos, Texas May 2003

Bachelor of Arts in Communication Studies
Texas State University-San Marcos, Texas December 2007

American Board of Optometry Certification May 2001
Continued credit based certification

EMPLOYMENT

Office Specialist Sr. May 2009-Present

- Adapt strategy to changing conditions and communicate changes effectively to team members
- Assist in writing periodic reports for grant eligibility
- Develop new filing and record keeping system
- Act as a liaison between the community and committees

Adult Class Instructor December 2008-Present
Travis County Counseling & Education Services, Austin, Texas

- Teach behavior modification classes to adults with various offenses
- Develop strategies to keep clients engaged and participating
- Offer alternative behaviors/solutions for habitual behavior
- Empower clients by providing resources and answering questions

Life Skills Instructor August 2008-August 2009
SafePlace, Austin, Texas

- Prepared and executed classes on various topics
- Developed lesson plans in Spanish by doing extensive research
- Co-established materials for social awareness classes
- Spear headed campaign to acquire donations for bi-annual graduation

- Worked one-on-one with survivors of domestic violence and their families
- Brainstormed safety plans with clients and their families

Marketing Supervisor August 2005-March 2008
Sam's Club, San Marcos, Texas

- Supervised team of 15 people to insure attainment of goals
- Executed open houses and fundraisers to attract new prospects
- Created events with local non-profits to help create awareness
- Created budgets and goals for team
- Interacted with city leaders and chamber members to execute events
- Oversaw Foundation monies and allocated them accordingly

Business Marketing Representative March 2003-August 2005
Sam's Club, Austin, Texas

- Communicated with business owners, CEOs, managers, as well as customers and peers to educate them about Sam's Club
- Coordinated Children's Miracle Network fundraising and special events
- Partnered with local organizations to assist them with fundraising as well as market our brand
- Marketed benefits and brand of company to expand member base

Cashier Supervisor February 2002-March 2003
Sam's Club, Austin, Texas

- Supervisory leadership for 26 cashiers ensuring customer satisfaction
- Initiated new training procedures for new hires
- Communicated with customers and peers to provide superior customer service
- Balanced registers and change drawer on a daily basis to ensure proper accounting

Melinda Cantu
7125 Scenic Brook Drive
Austin, Texas 78736

EDUCATION

1989: Bachelor of Arts Degree in Social Work – St. Edward's University – Austin, Texas

1994: Master's of Science in Social Work – University of Texas at Austin

EXPERIENCE

Sept. 1989- Aug.1990 Middle Earth Unlimited Inc.
Intake Specialist: Conducted initial intake with children entering into emergency youth shelter, information and referral hotline, and crisis intervention with youth running away from home.

Aug. 1990 – Dec.1992 Center for Battered Women
Children's Activities Specialist: Conducted therapeutic groups for domestic violence shelter children's program, supervised volunteers, planned and supervised recreational groups for children (infant – 17 years old).

Dec. 1992 – Jan.1996 Center for Battered Women
Coordinator of Children's Services: Supervised children's staff at shelter, coordinated and planned for program, budget planning and management. Worked with a team of staff to meet the needs of the families living in the shelter.

Jan. 1996 – Nov. 2000 SafePlace
Director of Children's Services: Supervised, planned and budgeted for three separate children's programs at three different sites – Shelter, Supportive Housing and Resource Center. Began the children's therapeutic program, which included supervision of three counselors. Supervised all program staff. Created and maintained the yearly budget, including annual goals, objectives and management plan. Worked with partner agencies to meet the needs of all families involved with the agency. Worked with the grants team to continue to develop funds for the program. Internal and external collaboration on all levels.

Nov. 2000- July 2004 SafePlace
Director of Education and Care: Developed and helped establish an on-site child development center and an on-site K-8 educational program. This included meeting with architects and working with staff on construction and design issues. Equipped the building, including eight classrooms, a kitchen and file room. Organized payment system in which we could monitor three different client bases. Supervised K-8 teachers as well as child development center staff. Created budget for the program and supported/monitored federal grant contract, as well as city contracts. Monitored monthly statistics and records and supervised operations of both programs

July 2004-present SafePlace
Shelter Director – Provide supervision and on-site management of emergency shelter for battered adults and children. This includes supervising staff, budget oversight, planning and monitoring various programs within the shelters. Also supervise on-site K-8 educational program. Act as liaison with the University of Texas, which holds the Charter for the on-site program.

TASK FORCES/WORK GROUPS/MEMBERSHIPS
Association of Latinos in Social Work: 1995-present; Treasurer: 2002- present; Co-Chair: 2002-2004

Children's Advocacy Task Force of the Texas Council on Family Violence: 1995-2000

Latina Task Force of the Texas Council on Family Violence: 1995 – 1998

Children and Homelessness Work Group – Texas Education Agency Region XIII Education Service Center: 2000 - 2002

Early Education and Care Planning Committee – Austin, Texas: 2000 – 2003

VOLUNTEER WORK
Austin Rape Crisis Center – Hospital Advocate: 1987

Center for Battered Women – Children's Program: 1988

Habitat for Humanity – volunteer: 1997

Child Incorporated Head Start Program – Parent meeting facilitator: 1987, 1992, 1995, 1998, 2001

PRESENTATIONS AT TRAININGS/CONFERERENCES AND WORKSHOPS
Texas Council on Family Violence – Cross Cultural Programming; Children of Battered Women; And the Children Will Come Too; Working with Children of Latino Families with Issues of Domestic Violence; Self Care for Advocates: 1989 – 1999

Texas Education Agency Region XIII Education Service Center – Working with Children of Domestic Violence, Impact and Intervention – What Do We Do about Children and Domestic Violence: 1998 – 2000

Austin Families - Children and Domestic Violence: 1998 – 2002

Main Presenter for Webb County Domestic Violence Task Force Group – Conference: 2000

Attachment E

Assurance/Certification Forms

OMB APPROVAL NO. 1121-0140

STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. pts. 66 or 70 (administrative requirements for grants and cooperative agreements). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

3. It will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).

5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C.§ 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

6. It will comply (and will require any subgrantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. §10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. §7 94); the Americans with Disabilities Act of 1990 (42 U.S.C.§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); *see* Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).

7. If a governmental entity–

a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C.§ 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and

b) it will comply with requirements of 5 U.S.C.§§ 1501-08 and §§7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature Date

1-13-2012
Date

Attachment F

Ethics Affidavit including Key Contracting Persons List

Attachment F

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 1-13-2012

Name of Affiant: Julia E. Spann

Title of Affiant: Executive Director

Address: P.O. Box 19454, Austin, TX 78760

Business Name of Contractor: SafePlace

County of Contractor: Travis

Affiant on oath swears that the following statements are true:

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

Julia E Spann
Signature of Affiant

SUBSCRIBED AND SWORN TO before me by: Julia E. Spann on January 13th 2012.

Veronica Hernandez
Notary Public, State of Texas

VERONICA HERNANDEZ
Notary Public, State of Texas
My Commission Expires
October 11, 2013

Veronica Hernandez
Typed or printed name of notary

My commission expires: October 11, 2013

247372-1

Contractor acknowledges that Contractor is doing business, or has done business, during the 365-day period immediately prior to the date of this Affidavit with the following key persons and warrants that these are the only such key persons:

_____

_____

_____

_____

_____

_____

_____

_____

_____

If no one is listed above, Contractor warrants that Contractor is not doing business, and has not done business, during the 365-day period immediately prior to the date of this Affidavit with any key person.

LIST OF KEY CONTRACTING PERSONS
January 18, 2011

CURRENT

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

Purchasing Agent Assistant IV ..... Diana Gonzalez
Purchasing Agent Assistant IV ..... Lee Perry
Purchasing Agent Assistant IV ..... Jason Walker
Purchasing Agent Assistant IV ..... Richard Villareal
Purchasing Agent Assistant IV ..... Oralia Jones, CPPB
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

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division	Sarah Churchill	04/30/11
Executive Assistant	Chris Fanuel	04/30/11
Purchasing Agent Assistant II	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court	Christian Smith	05/31/11
Executive Manager, TNR	Joseph Gieselman	01/31/12

* Identifies employees who have been in a position for less than one year.

Attachment G

Semi-Annual Progress Report Form

OMB Clearance # 1122-0009
Expiration Date: 06/30/2011

U.S. Department of Justice
Office on Violence Against Women
SEMI-ANNUAL PROGRESS REPORT FOR

Safe Havens: Supervised Visitation and Safe Exchange Grant Program

Brief Instructions: This form must be completed for each Safe Havens: Supervised Visitation and Safe Exchange Grant Program (Supervised Visitation Program) grant received. The grant administrator or coordinator must ensure that the form is completed fully with regard to all grant activities. If the program involves more than one site (either for provision of services or for planning), there will still be only one form completed for each program. Grant partners, however, may complete sections relevant to their portion of the grant. Grant administrators or coordinators are responsible for compiling and submitting a single report that reflects all information collected from grant partners.

All grantees should read each section to determine which items they must answer, based on the activities engaged in under this grant during the current reporting period. Sections A1, B, C2, C3, E, and F of this form must be completed by all grantees. In subsections A2, C1, and C4, and section D, grantees must answer an initial question about whether they engaged in certain activities during the current reporting period. If the response is yes, then the grantee must complete that section or subsection. If the response is no, the rest of that section or subsection is skipped.

For example, if you receive funds to hire staff for the purposes of planning and protocol development, you will complete sections A, B, C2, C3, C4, E, and F (and answer 'no' in C1 and D); or if you receive funds to hire staff for services and training, you will complete sections A, B, C1, C2, C3, D, E, F (and answer 'no' in C4).

The activities of volunteers or interns should be reported if they are coordinated or supervised by Supervised Visitation Program-funded staff or if Supervised Visitation Program funds substantially support their activities.

For further information on filling out this form, refer to the separate set of instructions, which contains detailed definitions and examples illustrating how questions should be answered.

SECTION	Page Number
Section A: General Information	1
A1: Grant Information	1
A2: Staff Information	3
Section B: Program Activities	4
Section C: Function Areas	5
C1: Training and Staff Development	5
C2: Coordinated Community Response	8
C3: Policies	10
C4: Planning	12
Section D: Services	14
Section E: Community Measures	19
Section F: Narrative	20

OMB Clearance # 1122-0009
Expiration Date: 06/30/2011

SECTION A1

GENERAL INFORMATION

Grant Information

All grantees must complete this subsection.

1. **Date of report** [ ][ ][ ] *(format date with 6 digits, like - 01/31/09)*

2. **Current reporting period** ☑ **January 1-June 30** ☐ **July 1-December 31** 2011 **(Year)**

3. **Grantee name** TRAVIS COUNTY OF

4. **Grant number** 2010-CW-AX-K018
(the federal grant number assigned to your Supervised Visitation Program grant)

5. **Type of implementing agency/organization**
(Check one.)

- ☐ Court *(state or local)*
- ☐ Domestic violence program
- ☐ Sexual assault program
- ☐ State government
- ☐ Supervised exchange center
- ☐ Supervised visitation center
- ☐ Supervised visitation and exchange center
- ☐ Tribal government
- ☐ Unit of local government
- ☐ Other *(specify):* [ ]

5A. **Is this a faith based organization?**

☐ Yes ☐ No

6. **Grant description**
(Check all that apply and report the number of sites for each type of grant.)

	Type of grant	Number of planned sites	Number of operational sites
☐	Supervised Visitation Program *(development)*		
☐	Supervised Visitation Program *(continuation)*		

7. **Point of contact**
(person responsible for the day-to-day coordination of the grant)

First name _____ MI _____ Last name _____

Agency/organization name _____

Address _____

City _____ State [ ] Zip code _____

Telephone _____ Facsimile _____

E-mail _____

8. **Does this grant specifically address tribal populations?**
(Check yes if your Supervised Visitation Program grant focuses on tribal populations, and indicate which tribes or nations you serve or intend to serve.)

☐ Yes ☐ No **If yes,** which tribes/nations: [ ]

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9. What percentage of your Supervised Visitation Program grant funds was directed to each of these areas?
(Report the area(s) addressed by your Supervised Visitation Program grant during the current reporting period and estimate the approximate percentage of funds [or resources] used to address each area. Grantees that are providing visitation and/or exchange services should use the number of cases in each area. Grantees that are in a planning phase should consider services that they anticipate providing.)

Throughout this form, the term **sexual assault** includes both assaults committed by offenders who are strangers to the victim/survivor and assaults committed by offenders who are known to, related by blood or marriage to, or in a dating relationship with the victim/survivor. The term **domestic violence/ dating violence** applies to any pattern of coercive behavior that is used by one person to gain power and control over a current or former intimate partner or dating partner. **Stalking** is defined as a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress. **Child abuse** means a threat to a child's health or welfare by physical, mental, or emotional injury or impairment, sexual abuse or exploitation, deprivation of essential needs, or lack of protection from these, by a person responsible for the child (or as defined by your state's statutes.) (See separate instructions for more complete definitions.)

	Percentage of grant funds
Sexual assault	
Domestic violence/dating violence	
Stalking	
Child abuse	
TOTAL (must equal 100%)	0%

OMB Clearance # 1122-0009
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SECTION A2

Staff Information

Were Supervised Visitation Program funds used to fund staff positions during the current reporting period?

Check yes if Supervised Visitation Program grant funds were used to pay staff, including part-time staff and contractors.

- ☐ Yes—answer question 10
- ☐ No—skip to section B

10. Staff

(Report the total number of full-time equivalent [FTE] staff funded by the Supervised Visitation Program grant during the current reporting period. Report staff by functions performed, not by title or location. Include employees who are part-time and/or only partially funded with these grant funds as well as consultants/contractors. Report grant-funded overtime. If an employee or contractor was employed or utilized for only a portion of the reporting period, prorate appropriately. For example, if you hired a full-time administrator in October who was 100% funded with Supervised Visitation Program funds, you would report that as .5 FTE. Report all FTEs in decimals, not percentages. One FTE is equal to 1,040 hours – 40 hours per week x 26 weeks. See separate instructions for examples of how to calculate and prorate FTEs.)

Staff	FTE(s)
Administrator *(fiscal manager, executive director, project coordinator)*	
Program/center coordinator *(training coordinator, visitation services coordinator, volunteer coordinator)*	
Security	
Supervision staff for visitation and exchange	
Support staff *(administrative assistant, receptionist, bookkeeper, accountant)*	
Trainer	
Translator/interpreter	
Victim advocate *(non-governmental, includes domestic violence, sexual assault and dual)*	
Other *(specify)*:	
TOTAL	0.00

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Expiration Date: 06/30/2011

SECTION B

PROGRAM ACTIVITIES

All grantees must complete this section.

11. Program activities

(Check all program activities supported with Supervised Visitation Program funds during the current reporting period.)

Check ALL that apply	Program activities
☐	Establishment or expansion of supervised visitation and exchange services.
☐	Development of community-based consulting committees to plan and/or implement visitation and exchange services.
☐	Development and implementation of policies and procedures regarding security, intake, case referral, record keeping, and confidentiality.
☐	Enhancement of program services to address special needs of underserved populations.
☐	Development and implementation of effective training for project staff and volunteers.

12. Program priorities addressed by your grant

(In addition to the program activities identified above, the Supervised Visitation Grant Application and Program Guidelines may have identified program priority areas that would receive priority consideration. If your program addressed any of these priority areas during the current reporting period, list them below.)

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SECTION C1

FUNCTION AREAS
Training and Staff Development

Were your Supervised Visitation Program funds used for training and/or staff development during the current reporting period?

Check yes if Supervised Visitation Program-funded staff provided training or staff development, or if grant funds directly supported the training or staff development.

- ☐ Yes—answer questions 13-17
- ☐ No—skip to C2

For purposes of this reporting form, **training** means providing information on sexual assault, domestic violence, dating violence, child abuse, and/or stalking that enables professionals to improve their response to victims/survivors as it relates to their role in the system. **Staff development** is training attended by staff funded under your Supervised Visitation Program grant.

13. Training and staff development events provided

(Report the total number of training events and the total number of staff development events provided during the current reporting period with Supervised Visitation Program funds.)

Total number of training events provided *(excluding staff development events)*	
Total number of staff development events provided	

14. Number of people trained

(Report the number of people trained during the current reporting period by Supervised Visitation Program-funded staff or training supported by Supervised Visitation Program funds. Use the category that is most descriptive of the people who attended the training event. If you do not know how many people to report in specific categories, you may report the overall number in "Multidisciplinary," but this category should be used only as a last resort. Do not include staff funded under your Supervised Visitation Program grant who attended staff development events.)

People trained	Number	People trained	Number
Advocacy organization staff *(NAACP, AARP)*		Prosecutors	
Attorneys/law students *(does not include prosecutors)*		Sex offender treatment provider	
Batterer intervention program staff		Social service organization staff *(non-governmental - food bank, homeless shelter)*	
Child welfare workers/children's advocates		Substance abuse treatment provider	
Corrections personnel *(probation, parole, and correctional facilities staff)*		Supervised visitation and exchange center staff *(staff not funded under your Supervised Visitation Program grant)*	
Court personnel *(judges, clerks, mediation staff)*		Translators/interpreters	
Government agency staff *(vocational rehabilitation, food stamps, TANF)*		Tribal government/Tribal government agency staff	
Guardians ad Litem		Victim advocates *(non-governmental, includes sexual assault, domestic violence, and dual)*	
Health professionals *(doctors, nurses)*			
Law enforcement officers		Victim assistants *(governmental, includes victim-witness specialists/coordinators)*	
Legal services staff *(does not include attorneys)*			
Mental health professionals		Volunteers	
Multidisciplinary *(various disciplines at same training)*		Other *(specify):*	
		TOTAL	0

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15. Training content areas

(Indicate all topics covered in training events provided with your Supervised Visitation Program funds during the current reporting period. Do not include topics covered in staff development events. See definitions of training and staff development at the beginning of subsection C1. Check all that apply.)

Domestic violence, dating violence, sexual assault, and child abuse

- ☐ Advocate response
- ☐ Child abuse overview, dynamics, and services
- ☐ Child development
- ☐ Child protective services
- ☐ Child witnesses
- ☐ Custody statutes/codes
- ☐ Confidentiality
- ☐ Dating violence overview, dynamics, and services
- ☐ Domestic violence overview, dynamics, and services
- ☐ Dynamics relating to non-offending parents and offending parents
- ☐ Family law
- ☐ Parenting issues
- ☐ Resources for families
- ☐ Safety planning
- ☐ Sexual assault overview, dynamics, and services
- ☐ Stalking overview, dynamics, and services
- ☐ Supervised visitation and exchange
- ☐ Other *(specify)*: _____

Justice system

- ☐ Civil court procedures
- ☐ Child abuse statutes/codes
- ☐ Custody statutes/codes
- ☐ Domestic violence/dating violence statutes/codes
- ☐ Expert testimony
- ☐ Family law
- ☐ Judicial response
- ☐ Law enforcement response
- ☐ Mandatory reporting requirements
- ☐ Probation response
- ☐ Protection orders *(including full faith and credit)*
- ☐ Sexual assault statutes/codes
- ☐ Stalking statutes/codes
- ☐ Supervised visitation and exchange
- ☐ Other *(specify)*: _____

Underserved populations

Issues specific to families who:

- ☐ are American Indian or Alaska Native
- ☐ are Asian
- ☐ are black or African American
- ☐ are elderly
- ☐ are Hispanic or Latino
- ☐ are homeless or living in poverty
- ☐ are immigrants, refugees, or asylum seekers
- ☐ are lesbian, gay, bisexual, transgender, or intersex
- ☐ are Native Hawaiian or other Pacific Islander
- ☐ have disabilities
- ☐ have limited English proficiency
- ☐ have mental health issues
- ☐ have substance abuse issues
- ☐ live in rural areas
- ☐ Other *(specify)*: _____

Organization and community issues

- ☐ Collaboration
- ☐ Community response to sexual assault
- ☐ Coordinated community response
- ☐ Technology
- ☐ Other *(specify)*: _____

16. Number of staff who attended staff development events

(Report the number of staff funded under your Supervised Visitation Program grant who attended staff development events.)

Number of people _____

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17. (Optional) Additional information

(Use the space below to discuss the effectiveness of training activities funded or supported by your Supervised Visitation Program grant and to provide any additional information you would like to share about your training activities beyond what you have provided in the data above. An example might include: "The visitation center program director and the children's program director at the local domestic violence center developed a training curriculum based upon 'The Batterer as Parent' by Lundy Bancroft and Jay Silverman. This training was delivered to local professionals, including attorneys, mental health professionals, and child protective service workers. Evaluation results showed increased knowledge in the effects of DV on children and how to work with battering parents.")(Maximum 2000 Characters)

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SECTION C2

Coordinated Community Response

All grantees must complete this subsection.

18. Coordinated community (CCR) response activities

(Check the appropriate boxes to indicate the agencies or organizations, even if they are not memorandum of understanding [MOU] partners or consulting committee members, that you provided family referrals to, received referrals from, engaged in consultation with, provided technical assistance to, and/or attended meetings with, during the current reporting period, according to the usual frequency of the interactions. If the interactions were not part of a regular schedule, you will need to estimate the frequency with which these interactions occurred during the current reporting period. If Supervised Visitation Program-funded staff participated in a task force or work group, indicate that under "Meetings" by checking the frequency of the meetings and the types of organizations participating. Indicate which of these agencies/organizations are consulting committee members for your Supervised Visitation Program grant. In the last column, indicate the agencies or organizations with which you have an MOU for the purposes of the Supervised Visitation Program grant.)

If you have a planning grant, report planning meetings, consulting committee members, and MOU partners.

Agency/organization	Family referrals, consultations, technical assistance			Meetings			Consulting committee member	MOU partner
	Daily	Weekly	Monthly	Weekly	Monthly	Quarterly		
Advocacy organization *(NAACP, AARP)*	☐	☐	☐	☐	☐	☐	☐	☐
Batterer intervention program	☐	☐	☐	☐	☐	☐	☐	☐
Child advocacy program	☐	☐	☐	☐	☐	☐	☐	☐
Child protective services	☐	☐	☐	☐	☐	☐	☐	☐
Corrections *(probation, parole, and correctional facilities)*	☐	☐	☐	☐	☐	☐	☐	☐
Court	☐	☐	☐	☐	☐	☐	☐	☐
Domestic violence program	☐	☐	☐	☐	☐	☐	☐	☐
Educational institutions/ organizations	☐	☐	☐	☐	☐	☐	☐	☐
Faith-based organization	☐	☐	☐	☐	☐	☐	☐	☐
Government agency *(INS, Social Security, TANF)*	☐	☐	☐	☐	☐	☐	☐	☐
Health/mental health organization	☐	☐	☐	☐	☐	☐	☐	☐
Law enforcement agency	☐	☐	☐	☐	☐	☐	☐	☐
Legal organization *(legal services, bar association, law school)*	☐	☐	☐	☐	☐	☐	☐	☐
Prosecutor's office	☐	☐	☐	☐	☐	☐	☐	☐
Sexual assault organization	☐	☐	☐	☐	☐	☐	☐	☐
Social service organization *(non-governmental)*	☐	☐	☐	☐	☐	☐	☐	☐
Substance abuse treatment provider	☐	☐	☐	☐	☐	☐	☐	☐
Tribal government/Tribal government agency	☐	☐	☐	☐	☐	☐	☐	☐
Other *(specify)*:	☐	☐	☐	☐	☐	☐	☐	☐

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19. (Optional) Additional information

(Use the space below to discuss the effectiveness of CCR activities funded or supported by your Supervised Visitation Program grant and to provide any additional information you would like to share about your CCR activities beyond what you have provided in the data above. An example might include an increase in appropriate referrals to the supervised visitation center from the three local courts following a series of planning meetings of a multi-disciplinary workgroup with membership from judges, domestic violence programs, law enforcement agencies, and the supervised visitation center.
(Maximum 2000 Characters)

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SECTION C3

Policies

All grantees must complete this subsection.

Were your Supervised Visitation Program funds used to develop, substantially revise, or implement policies or protocols during the current reporting period?

Check yes if Supervised Visitation Program-funded staff developed, substantially revised, or implemented policies or protocols, or if Supervised Visitation Program funds directly supported the development, revision, or implementation of policies or protocols.

- ☐ Yes—answer questions 20-21
- ☐ No—skip to C4

20. Types of policies or protocols developed, substantially revised, or implemented during the current reporting period

(Check all the types of policies or protocols developed, substantially revised, or implemented during the current reporting period. Check all that apply.)

Center operations

- ☐ Confidentiality
- ☐ Flexible hours of operation
- ☐ Income-based fees *(sliding scale)*
- ☐ Program does not charge fees
- ☐ Recordkeeping and report writing
- ☐ Staff, board, and/or volunteers represent the diversity of your service area
- ☐ Other *(specify):* _____

Service provision

- ☐ Appropriate response to underserved populations
- ☐ Child-friendly *(toys, games, appropriate décor)*
- ☐ Court feedback procedures
- ☐ Courtesy monitoring
- ☐ Document exchange procedures
- ☐ Mandatory training on domestic violence/dating violence, sexual assault, child abuse, and stalking
- ☐ Out-of-jurisdiction referrals
- ☐ Parent education program procedures
- ☐ Service termination
- ☐ Supervised exchange procedures
- ☐ Other *(specify)*: _____

Security and safety

- ☐ Different entrances for parties
- ☐ Escort for children and custodial parent
- ☐ Metal detectors
- ☐ Panic button(s)
- ☐ Private, secure drop-off locations for children
- ☐ Private, secure entrances for children and custodial parent
- ☐ Security guards
- ☐ Security measures in place *(cameras, staff, etc.)*
- ☐ Security staff observations
- ☐ Staggered arrival/departure times
- ☐ Other *(specify):* _____

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21. (Optional) Additional information

(Use the space below to discuss the effectiveness of policy development activities funded or supported by your Supervised Visitation Program grant and to provide any additional information you would like to share about your policy development activities beyond what you have provided in the data above. An example might include an increase in the number of families participating in the supervised visitation program following the development and implementation of an income-based fee scale.)
(Maximum 2000 characters)

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SECTION C4

Planning

Are you in the planning phase of a Safe Havens Development Grant?

Check yes if you have a Supervised Visitation Program development grant and you are in the planning phase. Only those grantees who received a Supervised Visitation Program development grant and who are in the planning phase will answer questions 22-25.

- ☐ Yes—answer questions 22-25
- ☐ No—skip to section D

22. Planning meetings

(Report the total number of planning meetings and the total number of people attending planning meetings during the current reporting period.)

Total number of planning meetings	Total number of people attending

23. Planning activities conducted

(Check all that apply.)

- ☐ Conducting needs assessments
- ☐ Creating goals and objectives
- ☐ Creating personnel and agency policies
- ☐ Identifying location(s) for visitation center(s)
- ☐ Identifying resources
- ☐ Identifying visitation center models
- ☐ Other *(specify)*:

24. Number of site visits to visitation and/or exchange centers

(Report the number of site visits to visitation and/or exchange centers.)

Number of visits

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25. (Optional) Additional information

(Use the space below to discuss the effectiveness of planning activities funded or supported by your Supervised Visitation Program grant and to provide any additional information you would like to share about your planning activities beyond what you have provided in the data above. An example might include describing the location that has been found for the future visitation center and listing the community resources/members [construction, painting, refurbishing, etc.] that have contributed to making the center usable.)

(Maximum 2000 characters)

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SECTION D

SERVICES

Were your Supervised Visitation Program funds used to provide services to families during the current reporting period?

Check yes if Supervised Visitation Program-funded staff provided services to families, or if Supervised Visitation Program grant funds were used to support services to families during the current reporting period.

- ☐ Yes—answer questions 26-36
- ☐ No—skip to section E

26. Number of families served, partially served, and families seeking services who were not served

Please do to answer this question without referring to the separate set of instructions for further explanation and examples of how to distinguish among these categories. (Report the following, to the best of your ability, as an unduplicated count for each category during the current reporting period. This means that each family who sought or received services during the current reporting period should be counted only once and in only one of the listed categories. Do not count or report families that do not meet grant eligibility or statutory requirements.)

	Number of families
A. Served: Families who received the service(s) they requested, if those services were provided under your Supervised Visitation Program grant	
B. Partially served: Families who received some service(s), but not all of the services they requested, if those services were provided under your Supervised Visitation Program grant	
TOTAL SERVED and PARTIALLY SERVED (26A +26B)	
C. Families seeking services who were not served: Families who sought services and did not receive service(s) they needed, if those services were provided under your Supervised Visitation Program grant	

27. Reasons families seeking services were not served or were partially served

(Check all that apply. If you check "Party(ies) not accepted into program," report on the reason(s) in question 28.)

	Reasons not served or partially served
☐	Hours of operation
☐	Insufficient/lack of culturally appropriate services
☐	Insufficient/lack of services for people with disabilities
☐	Insufficient/lack of language capacity *(including sign language)*
☐	Party(ies) not accepted into program
☐	Program reached capacity
☐	Program rules not acceptable to party(ies)
☐	Services inappropriate or inadequate for people with substance abuse issues
☐	Services inappropriate or inadequate for people with mental health issues
☐	Services not appropriate for party(ies)
☐	Transportation
☐	Other *(specify):*

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28. Number of families not accepted into program and reasons

(Report the total number of families who were not accepted into the program during the current reporting period by the reason they were not accepted.)

Reason	Number of families declined
Conflict of interest	
Client unwilling to agree with program rules	
Too dangerous	
Other *(specify):*	
TOTAL	0

29. Demographics of family members served or partially served

(Report the numbers of parents and children served. These numbers should be based on the individuals in the families counted in questions 26A and 26B. Because individuals may identify in more than one category of race/ethnicity, the total for "Race/ethnicity" may exceed the total number of victims/survivors reported in 26A and 26B. However, the total number of victims/survivors reported under "Race/ethnicity" should not be less than the total number of victims/survivors reported in 26A and 26B. The total number of victims/survivors reported under "Gender" and the total number reported under "Age" should equal the total number of victims/survivors reported in 26A and 26B. Those victims/survivors for whom gender, age, and/or race/ethnicity are not known should be reported in the "Unknown" category.)

Race/ethnicity *(Individuals should not be counted more than once in either the category "American Indian and Alaska Native" or in the category " Native Hawaiian and other Pacific Islander.")*	Custodial parents	Non-custodial parents	Children
Black or African American			
American Indian and Alaska Native			
Asian			
Native Hawaiian and other Pacific Islander			
Hispanic or Latino			
White			
Unknown			
TOTAL RACE/ETHNICITY *(should not be less than ,the sum of 26A and 26B)*	0	0	0
Gender			
Female			
Male			
Unknown			
TOTAL *(Parent Columns should equal ,the sum of 26A and 26B)*	0	0	0
Age			
0 to 6			
7 to 12			
13 to 17			
18 to 24			
25 to 59			
60+			
Unknown			
TOTAL *(Parent Columns should equal ,the sum of 26A and 26B)*	0	0	0
Other demographics			
People with disabilities			
People with limited English proficiency			
People who are immigrants/refugees/asylum seekers			
People who live in rural areas			

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30. Number of families by primary victimization and referral source

(Report the number of families by primary type of victimization and referral source. This is an unduplicated count and each family should only be counted once. This should equal , the sum of 26A and 26B. Refer to the separate set of instructions for further explanation and examples.)

Referral Source	Total number of families	Sexual assault	Domestic violence/ dating violence	Stalking	Child abuse	TOTAL
Child welfare agency						0
Other social services						0
Criminal court order						0
Family court order						0
Juvenile court order						0
DV court order						0
Protection order						0
Other civil court order						0
Mediation services						0
Self-referral						0
Other *(specify)*:						0
TOTAL		0	0	0	0	0

31. Family issues

(Report all of the issues identified for each family, including victimization and other problems or challenges. The column "Total number of families" should equal the sum of 26A and 26B and should be identical to the numbers in the "Total number of families" column reported in question 30. Multiple victimizations and problems may be reported for each family.)

Total number of families	Sexual assault	Domestic violence/ dating violence	Stalking	Child abuse	Emotional abuse	Substance abuse	Threat of parental abduction	Mental illness	Home-lessness	Violation of court orders	Other *(specify)*:

32. Services provided with Supervised Visitation Program funds

(Report the number of families receiving each of these services and the number of times the services were provided during the current reporting period. See separate instructions for examples.)

Type of service	Number of families	Number of times services provided
Group supervision		
One-to-one supervision		
Supervised exchange		
Telephone monitoring		
Other *(specify)*:		

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33. Visits terminated

(Document each supervised visitation that is terminated for any reason. Report the total number of visits terminated during the current reporting period. See definition of terminated in the separate instructions.)

Reason	Total occurrences		
	Custodial	Non-custodial	Child
Child's request			
Non-compliance with program rules			
No-shows			
Parent's request			
Other *(specify)*:			
TOTAL	0	0	0

34. Safety and security problems

(Report the number of safety and security problems, including the number of parental abduction cases that occurred during supervised visitation and/or supervised exchange funded under the Supervised Visitation Program grant during the current reporting period.)

	Safety or security problem	Number of occurrences
Attempted parental abductions		
Attempted to contact other party		
Parental abductions		
Security staff unavailable		
Threats		
Violence		
Violation of protection order		
Other *(specify)*:		
TOTAL	0	0

35. Services terminated or completed

(Report the number of families whose services were terminated or completed during the current reporting period. Report the family by the primary reason.)

Reason terminated or completed	Number of families
Cessation of threats/use of violence	
Change in court order	
Child refuses to participate	
Deceased	
Deported	
Habitual non-compliance with program rules	
Habitual no-shows or cancellations	
Incarcerated	
Moved	
Mutual agreement of both parties	
Parent completed treatment program	
Supervisor's discretion	
Unknown	
Other *(specify)*:	
TOTAL	0

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36. (Optional) Additional information

(Use the space below to discuss the effectiveness of services funded or supported by your Supervised Visitation Program grant and to provide any additional information you would like to share about services beyond what you have provided in the data above. An example might include the results of an internal survey that shows that custodial parents feel increased safety for themselves and their children due to the services and safety measures available at your visitation center.) (Maximum 2000 characters)

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SECTION E

COMMUNITY MEASURES

All grantees must complete this section.

37. Parental abductions

(Report the number of parental abduction cases, identified through criminal prosecution and custody violation court records, that occurred in the judicial districts that routinely use your supervised visitation and/or exchange center[s] during the current reporting period.)

	Number of parental abductions
Criminal	
Civil	

38. Limitations

(If the information provided in question 37 is limited in any way, describe the efforts you made to obtain that information, the reasons for the limitations, and what steps you are taking to address those limitations. For example, if the data includes non-parental abductions, and/or if your jurisdiction's data collection methods do not provide information on parental abductions, and/or if you have begun to implement different data collection tools, please report that here.)

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SECTION F

NARRATIVE

All grantees must answer question 39

Please limit your response to the space provided.

39. Report on the status of your Supervised Visitation grant goals and objectives as of the end of the current reporting period.
(Report on the status of the goals and objectives for your grant as of the end of the current reporting period, as they were identified in your grant proposal or as they have been added or revised. Indicate whether the activities related to your objectives for the current reporting period have been completed, are in progress, are delayed, or have been revised. Comment on your successes and challenges, and provide any additional explanation you feel is necessary for us to understand what you have or have not accomplished relative to your goals and objectives. If you have not accomplished objectives that should have been accomplished during the current reporting period, you must provide an explanation.)

All grantees must answer questions 40 and 41 on an annual basis. Submit responses on the January to June reporting form only.

Please limit your response to the space provided.

40. What do you see as the most significant areas of remaining need, with regard to improving services to victims/survivors of sexual assault, domestic violence, dating violence, and stalking, increasing the safety of families and enhancing community response *(including offender accountability for both batterers and sex offenders?)*
(Consider geographic regions, underserved populations, service delivery systems, types of victimization, and challenges and barriers unique to your state or service area.)

41. What has the Supervised Visitation Program funding allowed you to do that you could not do prior to receiving this funding?
(e.g. expand hours, develop new services and/or programs, build partnerships, and provide additional security)

Questions 42 and 43 are optional.

Please limit your response to the space provided.

42. Provide any additional information that you would like us to know about your Supervised Visitation Program grant and/or the effectiveness of your grant.
(If you have other data or information regarding your program that would more fully or accurately reflect the effectiveness of your Supervised Visitation Program other than the data you have been asked to provide on this form, answer this question. If you have not already done so elsewhere on this form, feel free to discuss any of the following: policies, and/or protocols, community collaboration, the removal or reduction of barriers and challenges for families, promising practices, positive or negative unintended consequences, and parental abductions.)

43. Provide any additional information that you would like us to know about the data submitted.
(If you have any information that could be helpful in understanding the data you have submitted in this report, please answer this question. For example, if you submitted two different progress reports for the same reporting period, you may explain how the data was apportioned to each report; or if you funded staff but did not report any corresponding services you may explain why; or if you did not use program funds to support either staff or activities during the reporting period, please explain how program funds were used, if you have not already done so.)

Public Reporting Burden

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time to complete and file this form is 60 minutes per form. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office on Violence Against Women, U.S. Department of Justice, 800 K Street, NW, Washington, DC 20531.

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APPENDIX A

Describe your goals and objectives, as outlined in your grant proposal, or as revised - **Question #39**

Status

Goals/Objectives

Key Activities

Comments

Status

Goals/Objectives

Key Activities

Comments

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APPENDIX A

Describe your goals and objectives, as outlined in your grant proposal, or as revised - **Question #39**(cont. 1)

Status

Goals/Objectives

Key Activities

Comments

Status

Goals/Objectives

Key Activities

Comments

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APPENDIX A

Describe your goals and objectives, as outlined in your grant proposal, or as revised - **Question #39** (cont. 2)

Status

Goals/Objectives

Key Activities

Comments

Status

Goals/Objectives

Key Activities

Comments

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What do you see as the most significant areas of remaining need, with regard to improving services to victims/survivors of sexual assault, domestic violence, dating violence, and stalking, increasing the safety of families and enhancing community response *(including offender accountability for both batterers and sex offenders?)* - **Question #40**

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What do you see as the most significant areas of remaining need, with regard to improving services to victims/survivors of sexual assault, domestic violence, dating violence, and stalking, increasing the safety of families and enhancing community response *(including offender accountability for both batterers and sex offenders?)* - **Question #40 (cont.)**

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What has the Supervised Visitation Program funding allowed you to do that you could not do prior to receiving this funding? - **Question #41**

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What has the Supervised Visitation Program funding allowed you to do that you could not do prior to receiving this funding? - **Question #41 (cont.)**

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Provide any additional information that you would like us to know about your Supervised Visitation Program grant and/or the effectiveness of your grant. - **Question #42**

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Expiration Date: 06/30/2011

Provide any additional information that you would like us to know about your Supervised Visitation Program grant and/or the effectiveness of your grant. - **Question #42 (cont.)**

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Provide any additional information that you would like us to know about the data submitted. - **Question #43**

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Expiration Date: 06/30/2011

Provide any additional information that you would like us to know about the data submitted. - **Question #43 (cont.)**

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Attachment H

Travel County Encumbrance Form (Example)

TRAVEL ENCUMBRANCE FORM

Auditor's Office Use Only
Grant Dept Approval
Auditor Initial **/ Date
P.O. Number(s)

Form Type: Original

Grant related? **Yes**
Grant Project No.: M11651 Grant Mileage Rate: $ 0.51 Grant Per Diem Rate: $ 46.00

V. 1 / 2011

Traveler Information

Emp First Name **Emp Last Name**
Emp. Vendor # **Emp ID #**
Purpose of Travel City, State:
Event Description Description
Departure Date Return Date

Acct No. (1)	651-4010-586-See below	Acct No. (2)			
Fund	651	Fund		Fund	
Dept	40	Dept		Dept	
Div	10	Div		Div	
Act/SubAct	586	Act/SubAct		Act/SubAct	
Elem/Obj	See below	Elem/Obj		Elem/Obj	
Project Number	M11651	Project Number		Project Number	
Allocation %	100.00%	Allocation %		Allocation %	

(R) Registration: (6504) **Invoice/Completed Regis. Form REQ'D**

Payment Type
Select One
Vendor Name Vendor # $
Additional project:
Confirm/Invoice #

(L) Lodging: (6503) **Confirmation required**

* * If you are rooming with another T.C. employee(s), please list name(s) on Additional Explanation Form, below.

Payment Type-Lodg #1
Select One
Vendor Name L #1 Vendor # L#1 $ -
Daily rate # of Nights L#2 $ -
Confirm/Invoice #
Additional project: **Subtotal Lodg.** $ -

(T) Transportation: (6503)

Payment Type
Airfare - Select One
Airfare-Vendor Name Vendor # $
Other - Select One
Other-Vendor Name Vendor # $
Additional project:
Reservation # **Subtotal Trans.** $ -

(C) Car Rental (6508) **- Justification needed for ALL car rental encumbrances.**
Please document in the "Additional Information" section.

Payment Type
Car rent - Select One
Car Rental-Vendor Name Vendor # $

(E) Meals/Misc.: (6503)

Mileage (est # miles) Vendor # Rate: 0.51 (Grant Rate) $
Per Diem Days @ $46/day $
Partial Day Per Diem $
Other, for example, business phone calls, parking, taxis, etc. $

Support req'd: actual mileage as quoted on internet from start to destination. Subtotal Meals/Misc

Meals are reimbursed at approved rate per budget rules. Actuals are reimbursed at a maximum of $60/day + 15% tip (eff. 10/1/2010).

Please insure that appropriate support is attached.

Total Encumbrance: $

Breakout: Amounts to be paid in advance / check pick up: $
Encumbrances only (including pay when billed): $

Prepared By: Telephone No/Ext: Prep Date:

Traveler's Signature Date Dept'l Approval Signature / Emp id # Date

**** Auditor, by initialing in box in upper right corner of this form certifies that the above funds are budgeted and will be available for payment and is in accordance with Travis County budget rules.**

Attachment I

Insurance Requirements

ATTACHMENT I
INSURANCE REQUIREMENTS

I. Insurance Required. Contractor shall, at its own expense and at all times while Contractor is providing services and performing activities under the Contract, maintain in full force and effect and ensure that its subcontractor(s) of every tier maintain in full force and effect standard insurance sufficient to cover the needs of Contractor and/or its subcontractor(s) of every tier, pursuant to applicable, generally accepted business standards, but at a minimum, in the amounts specified in this Attachment. Depending on the services provided or activities performed by Contractor and/or its subcontractor(s) of every tier, supplemental insurance requirements or alternate insurance options as set forth in this Attachment may be imposed by County.

II. No Liability Limitation. Contractor shall not begin providing services or performing activities under the Contract until the required insurance is obtained and until such insurance has been received by the County Purchasing Agent in accordance with Subsection 5.7.2 of the Contract. County's acceptance of Contractor's insurance certificate(s) is not intended and shall not be interpreted or construed to relieve the Contractor or its subcontractor(s) of every tier from liability under the Contract. Insurance coverages specified in the Contract are not intended and shall not be interpreted or construed to limit or decrease the responsibility or liability of Contractor or its subcontractor(s) of every tier who provide services or perform activities under the Contract.

III. Review and Adjustment. County reserves the right to review the insurance requirements set forth in this Attachment during the Contract period and to require that Contractor make reasonable adjustments to insurance coverages, limits, and exclusions, when deemed necessary and prudent by County based on changes in the scope of services provided under the Contract, changes in statutory law, court decisions, the claims history of the injury, or financial condition of the insurance company or Contractor. Contractor shall not cause or allow any insurance to be cancelled or lapse during the Contract period. In addition, 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 certificate(s) of insurance.

IV. Insurance Requirements. The following insurance requirements shall apply to Contractor and to its subcontractor(s) of every tier who provide services or perform activities under the Contract. Contractor acknowledges and agrees that the following insurance requirements apply to Contractor and its subcontractor(s) of every tier.

A. Insurance shall be written by companies licensed in the state of Texas with an A.M. Best rating of B+ VIII or higher, or by the Texas Non-profit Organization Liability Insurance Underwriting Association with prior County approval.

B. Prior to commencing work under the Contract, the required insurance shall be in force as evidenced by certificate(s) of insurance issued by the writing agency or carrier or underwriting agency, as applicable. A copy of the certificate(s) of insurance shall be forwarded to the County Purchasing Agent immediately upon execution of the Contract, but no later than ten (10) working days from the date of execution of the Contract by the parties. Each certificate of insurance required under this Attachment shall be an original and shall provide that coverage under the policy or policies cannot be cancelled or changed until Contractor has given

County at least thirty (30) days advance written notice of such cancellation or change. In the event of such cancellation or change, Contractor shall obtain a new, replacement insurance policy(s) with the same coverages specified in this Attachment.

C. Certificate(s) of insurance shall include the endorsements outlined below and shall show the Travis County Contract number and all endorsements by number or title.

D. Insurance required under the Contract which names Travis County as an additional insured shall be considered primary for all claims.

E. 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.

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

G. In accordance with Section III hereof, County reserves the right to review insurance requirements during the Contract period and to require Contractor to make reasonable adjustments in accordance with that Section.

V. Specific Requirements. The following insurance requirements (V-VIII, inclusive) shall apply to Contractor and to its subcontractor(s) of every tier providing services or performing activities under the Contract. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and its subcontractor(s) of every tier:

A. Worker's compensation and employers' liability insurance.

(i) Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act, as amended.

(ii) Employers' liability limits are: $500,000 bodily injury each accident, $500,000 bodily injury by disease, $500,000 policy limit.

(iii) Policies under this paragraph A. shall apply to state of Texas and include the following endorsements in favor of Travis County:

(a) Waiver of subrogation (Form 420304).
(b) Thirty (30) days notice of cancellation (Form 420601).

B. General Liability Insurance.

(i) Minimum Limits:

Commercial General Liability Insurance
(a) Form B: $500,000 for each person, $1,000,000 for each single occurrence

(b) Form A: $100,000 for each single occurrence.
(c) These requirements may be satisfied by the purchase of a $1,000,000 bodily injury and property damage combined single limit policy.

(ii) Texas Non-profit Organization Liability Insurance Underwriting Association

Coverage:

Forms A and B
(a) $750,000 per occurrence per year;
(b) $1,500,000 policy aggregate per year.
(c) These limits shall apply to Contractor and its subcontractor(s) of every
tier, for each year of the Contract.

(iii) Policy Provisions or Endorsements. The policy or policies shall contain or be endorsed as follows:

(a) Blanket contractual liability for the Contract.
(b) Products and completed operations.
(c) Independent contractor coverage.
(d) Independent performing agency non-profit endorsement.

(iv) Endorsements in favor of Travis County. The policy or policies shall also include the following endorsements in favor of Travis County:

(a) Waiver of subrogation (Form CG 2404)
(b) Thirty (30) days notice of cancellation (Form CG 0205)
(c) Travis County named as an additional insured (Form CG 2010).

(v) Supplemental Insurance Requirements. If child care, or housing arrangements for clients is provided, the required limits shall be:

(a) $1,000,000 per occurrence with a
(b) $2,000,000 policy aggregate

Endorsed to cover injury to the clients in connection with any such child care, or housing arrangements.

VI. Business Automobile Liability Insurance.

A. 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 $1,000,000 per occurrence.

B. Endorsements in favor of Travis County: The policy or policies shall also include the following endorsements in favor of Travis County:

(a) Waiver of subrogation (Form TE 2046A)
(b) Thirty (30) days notice of cancellation (Form TE 0202A)
(c) Travis County named as additional insured (Form TE 9901B).

C. Alternative Insurance Requirements: If no transportation service 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 automobile policy coverage with limits of $100,000/$300,000/$500,000 may be provided in lieu of business automobile liability insurance.

VII. Professional Liability and/or E and O Insurance.

A. Coverage shall be provided with a minimum limit of $1,000,000 per claim and $3,000,000 aggregate to cover injury to a client while the client is in the care of the Contractor or any one of its subcontractor(s) and to cover negligent acts, errors, or omissions arising out of professional services under the Contract.

B. If coverage is written on a claims made policy, the retroactive date shall be prior to the date the Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date the Contract expires or is terminated. The certificate(s) of insurance shall clarify that coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.

C. The policy shall include the following endorsements in favor of Travis County: 30 days notice of cancellation.

VIII. Blanket Crime Policy Insurance.

A. If an advance against Contract funds is requested, permitted, and 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.

B. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under the Contract or the effective date of the Contract, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date the Contract expires or is terminated. The certificate of insurance shall clarify that coverage is claims made and contain both the retroactive date of coverage and the extended reporting dates.

Attachment J

License Agreement between County and SafePlace

ATTACHMENT J

LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Travis County Domestic Violence and Sexual Assault Survival Center d/b/a SafePlace, a non-profit § 501(c)(3) organization formed and operating under the laws of the State of Texas ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of that certain tract of real property having a street address of 1101 Nueces Street, Austin, Texas 78701 (the "Property"); and

WHEREAS, County is authorized to provide services to victims of domestic violence and their families under TEX. CODE CRIM. PROC., Chapter 56, TEX. FAM. CODE, Chapter 264, and other statutes, and is the recipient of certain funds from the United States Department of Justice through the Office on Violence Against Women under 42 U.S.C.A. § 10420 for financial assistance to conduct the Safe Havens Grant Program, as defined below; and

WHEREAS, County has authority to contract by subgrant or subrecipient agreement with non-profit, non-governmental, victim services organizations for services provided under the "Safe Havens: Supervised Visitation and Safe Exchange Grant Program" (the "Safe Havens Grant Program"); and

WHEREAS, County and Licensee, contemporaneously with this Agreement, are entering into that certain contract entitled "Subrecipient Agreement for the Conduct of the Safe Havens Grant Program between Travis County and SafePlace" (the "Subrecipient Contract") pursuant to which County has engaged Licensee to implement and manage the Safe Havens project on behalf of County (the "Services"); and

WHEREAS, Travis County has determined that Licensee, as an accomplished and highly-respected domestic violence agency, is uniquely qualified to provide supervised visitation and safe exchange services, and Licensee has agreed to provide these services under the Safe Havens Grant Program; and

WHEREAS, in order to facilitate Licensee's provision of the Services, the Parties have agreed: (i) that Licensee may use the Property pursuant to the terms and conditions of this Agreement, which is expressly contemplated and described in the Subrecipient Contract, and (ii) that the grant of this License will support and promote

supervised visitation and safe exchange options for families in Travis County with a history of domestic violence, child abuse, sexual assault and stalking; and

WHEREAS, County is therefore granting to Licensee the right to exercise certain rights and privileges in and on the Property in conjunction with the Safe Havens project, and, specifically, to use the Property as the supervised visitation and safe exchange center for the Safe Havens Grant Program under the terms and conditions set forth herein.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE

1.1 County hereby grants a License (the "License") to Licensee, its employees, agents, independent contractors, suppliers, clients and other members of the public to enter and use the Property in connection with the operation of the County's Safe Havens Grant Program (the "Program") and, specifically, agrees that the Property may serve as the "Planet Safe" supervised visitation and safe exchange center for the Program (the "Licensed Purpose").

1.2 County will, at its expense, undertake modest renovations to the interior of the Property to suit Licensee's Program needs. The scope, kind and details of such renovations are within County's sole discretion. Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, Licensee may place and keep in the Property standard office furniture, fixtures and equipment. Any "non-routine" modifications to the interior of the Property (as such term is reasonably interpreted by the Travis County Facilities Management Department, or "FMD", in its sole discretion) are prohibited unless Licensee has received the prior written approval of the Director of FMD and, if the Director deems necessary, the Travis County Commissioners Court, to make such modifications. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

1.3 In addition, County will provide routine (according to Travis County's standard building maintenance practices) custodial maintenance, garbage removal, lawn maintenance and utilities in and on the Property during the License Term, subject to Sections 2.3 and 17.1 hereof.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Property under this Agreement, including, without limitation, protecting such persons

from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 **NO SMOKING IS ALLOWED IN THE BUILDING OR IN ANY OTHER LOCATION THAT MAY BE DESIGNATED AS A "SMOKING-PROHIBITED" AREA IN TRAVIS COUNTY'S SMOKING POLICY, AS REVISED FROM TIME TO TIME.**

1.6 Licensee shall prevent anyone from sleeping overnight on the Property. In addition, it will be Licensee's sole responsibility to arrange for armed security to be present on the Property at all appropriate times during Licensee's use and occupancy of the Property as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Property for the Licensed Purpose. Licensee will ensure that such armed security continues for the duration of the License Term. Licensee will insure the Building is locked upon completion of its use each day. Facilities Management Department will check property to assure it is securely locked and inform Licensee if any security breaches were found.

1.7 Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal courthouse or other Travis County official business in the vicinity of the Property for the duration of the License Term. Licensee's disregard of courthouse or other County staff requests to reduce the amount of noise or other disturbance caused by Licensee's activities may be grounds for revocation of the License.

2.0 TERM OF LICENSE

2.1 The term of the License (the "License Term") will run contemporaneously with the Subrecipient Contract Term, commencing on the date on which County completes the renovations and notifies Licensee that the Property is ready for occupancy (the "Commencement Date"), and terminating on the effective date of termination of the Subrecipient Contract, unless this Agreement is terminated earlier in accordance with its terms.

2.2 The hours of operation of Planet Safe will be: Fridays, 4 p.m. to 8 p.m.; Saturdays, 10 a.m. to 4p.m.; Sundays 2 p.m. to 8 p.m. and Mondays, 4 p.m. to 8 p.m.

2.3 The Parties expressly acknowledge and agree that in the event the Safe Havens Grant Program is discontinued, or should Travis County fail to receive federal funding in support of the continued operation of the Safe Havens Grant Program at any time during the License Term, Travis County may immediately revoke the License and terminate Licensee's rights to use the Property. County will not be liable for any costs incurred by Licensee resulting from such revocation and termination of License, nor will County be responsible for locating alternative space for Licensee's use and operations.

ATTACHMENT J

3.0 PAYMENT TO COUNTY; ADDITIONAL CONSIDERATION

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the sum of TEN DOLLARS NO/100 ($10.00) per month, and other good and valuable consideration, including the assistance Licensee provides to Travis County's domestic violence and sexual assault victims, their families, and other persons eligible to receive Licensee's support.

3.2 In addition, Licensee will provide, at its sole cost and expense, the following services and initiatives for the benefit of Travis County residents and, in particular, victims of domestic violence in Travis County:

(a) Continuous orientation for the Planet Safe Supervised Visitation and Safe Exchange Center for all County referral entities; (b) Community outreach to publicize Planet Safe services; and
(c) Participation in Travis County Domestic Violence Awareness initiatives.

4.0 PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities, if any, for use of the Property under this Agreement.

5.0 USE AND REPAIRS

5.1 Licensee shall not use the Property for any purpose other than the Licensed Purpose. Further, Licensee shall be solely responsible for any costs incurred in connection with repairing or replacing any damage to the Property caused by Licensee or any person entering the Property in connection with the operation of the Program.

5.2 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES

THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

6.0 CONTROL OF TRAVIS COUNTY

6.1 Licensee shall at all times obey the direction and commands of the Travis County Sheriff and the Director of FMD, or their designated representatives, while on or in the vicinity of the Property.

6.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 6 shall be grounds for immediate revocation of the License granted hereunder.

7.0 INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

7.2 Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the Property or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee shall immediately notify County of any release of any Hazardous Material on or near the Property whether or not such release is in a quantity that would otherwise be reportable to a public agency and shall also comply with the notification requirements of any applicable state, local, or federal law or regulation.

ATTACHMENT J

8.0 INSURANCE

8.1 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with combined minimum bodily injury and property damage limits of $600,000 per occurrence and $1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit "A"** and made a part hereof.

9.0 NON-ASSIGNMENT OF RIGHTS

9.1 Licensee may not assign, sublet or transfer its interest in this Agreement or any portion or right thereof without the prior written consent of County.

10.0 AMENDMENTS

10.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

11.0 SAFETY

11.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

12.0 NON-WAIVER AND RESERVATION OF RIGHTS

12.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

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

ATTACHMENT J

13.0 VENUE AND CHOICE OF LAW

13.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

14.0 NOTICES

14.1 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 hereinafter specified.

14.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Julia Spann, Executive Director
Travis County Domestic Violence and Sexual Assault
Survival Center, d/b/a SafePlace
P.O. Box 19454
Austin, Texas 78760

14.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

Gretta Gardner, Safe Havens Grant Director (or her successor)
Travis County Counseling & Education Services Department
P.O. Box 1748
Austin, Texas 78767

With copies to (registered or certified mail not required):

Caryl Colburn, Counseling & Education Services Director (or her successor)
Travis County Counseling & Education Services Department
P.O. Box 1748
Austin, Texas 78767

and

Susan Spataro, County Auditor (or her successor)

Travis County Auditor's Office
P.O. Box 1748
Austin, Texas 78767

and

Roger A. El Khoury, M.S., P.E.
Director, Travis County Facilities Management Dept.
P.O. Box 1748
Austin, Texas 78767

14.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

15.0 MEDIATION

15.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

16.0 SEVERABILITY

16.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

17.0 FUNDING OUT

17.1 Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement without penalty after giving Licensee thirty (30) days written notice that this Agreement terminated due to the failure to fund it.

18.0 ENTIRETY OF AGREEMENT

ATTACHMENT J

18.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS

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

LICENSEE:
TRAVIS COUNTY DOMESTIC VIOLENCE
AND SEXUAL ASSAULT SURVIVAL CENTER D/B/A SAFEPLACE

By: Julia E Spann
Julia Spann
Executive Director

Date: 1-13-2012

ATTACHMENT J

Exhibit A
Insurance Certificate
(attached)

Item 17

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By/Phone Number: Loren Breland, 854-4854
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve modification no. 4 to contract no. 11T00032OJ, Waste Management of Texas, for refuse collection.

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

This contract is for County wide refuse collection services. Commissioners Court approved the award of this contract on December 21, 2010. This modification will extend the contract for an additional twelve (12) months from February 1, 2012 through January 31, 2013.

Modification no. 3 was previously issued to change the frequency of service at the SMART Facility in Del Valle effective October 18, 2011. This was approved by the Purchasing Agent on November 7, 2011.

Modification no. 2 was previously issued to add an additional 8 cu. yd. container at the Correctional Complex in Del Valle effective March 16, 2011. This was approved by the Purchasing Agent on March 24, 2011.

Modification no. 1 was previously issued to delete a location at the Correctional Complex in Del Valle effective February 1, 2011. This was approved by the Purchasing Agent on February 24, 2011.

Ø **Contract Expenditures:** Within the last 12 months $208,367.03 has been spent against this contract.

Ø **Contract Modification Information:**

Modification Amount:
Modification Type: 12 Month Extension
Modification Period: February 1, 2012 through January 31, 2013

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

Ø **Funding Information:**

☒ Purchase Requisitions 550367, 550296, 550485 and 550504 in H.T.E.

☒ Funding Account(s): 001-1403-525-6014, 001-4513-593-6014, 001-3735-583-6014, 001-4945-631-6014

☐ Comments:

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

FACILITIES MANAGEMENT DEPARTMENT
Roger A. El Khoury, M.S., P.E., Director

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

MEMORANDUM

FMD Project: SVCOT-23-12F-XM
File: 801

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

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

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

DATE: January 5, 2012

SUBJECT: Refuse Collection Services
Contract 11T00032OJ, Waste Management Of Texas
Option to Extend

Facilities Management Department (FMD) recommends exercising the option to extend the Refuse Collection Services contract for one additional year. This contract will expire on January 31, 2012. FMD has monitored the performance of this contractor over the previous year and is satisfied that they are providing services in compliance with the terms of their contract. This one year extension will extend the contract through January 30, 2013.

Funding for FMD portion of the Refuse Collection Services contract is included under line item 001-1403-525-6014. Please direct any questions on this recommendation to Rony Aouad at 44781.

COPY TO:
John Carr, Administrative Director, FMD
Lloyd Evans, Maintenance Division Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Rony Aouad, Service Contract Manager, FMD
Loren Breland, Purchasing Agent Assistant, Purchasing

RECEIVED
JAN - 9 2012
TRAVIS COUNTY
PURCHASING OFFICE

** INBOUND NOTIFICATION : FAX RECEIVED SUCCESSFULLY **

TIME RECEIVED	REMOTE CSID	DURATION	PAGES	STATUS
January 17, 2012 8:54:39 AM CST	5128544697	75	2	Received

5128544697 TRAVIS COUNTY TNR 09:11:47 a.m. 01-17-2012 1 /2

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

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

January 12, 2012

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: Steven M. Manilla, P.E., County Executive

SUBJECT: Contract Extension 11T00032OJ
Refuse Collection for Travis County

TNR recommends that Travis County extend the above mentioned contract for an additional one year period as permitted under the terms of the contract.

The commodity/sub-commodity code for Refuse Collection is 962/039 and the budgeted line item is 001-4945-631-6014.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

CJ:SMM:cj

JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

Date: January 17, 2012

MEMORANDUM

TO: Loren Breland, Purchasing

FROM: Samantha Peterman, Accounting Clerk

THROUGH: Maria Wedhorn, Financial Analyst

SUBJECT: Contract IFB#11T000320J, Waste Management of Texas

The Travis County Sheriff's Office would like the option to extend the Refuse Contract for another year.

Funding source will continue to be 001-3735-583-6014.

If you have any question please feel free to give me a call at 854-4185.

XC: Maria Wedhorn, Financial Analyst
Samantha Peterman, Accounting Clerk

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

FROM: Estela P. Medina
Chief Juvenile Probation Officer

RE: Contract No. #11T00032OJ Refuse Collection - **EXTENSION**

DATE: January 17, 2012

The Travis County Juvenile Probation department is contracting with Waste Management for refuse collection services. Currently, Waste Management is providing satisfactory services. The department would like to exercise the option to extend the contract period for an additional 12 months until January 31, 2013.

The following details the line item to be used for this contract.

Commodity/Sub-Commodity Codes	**962 / 039**
Account Number	**001-4513-593-6014**

If you need additional information in order to proceed, please do not hesitate to contact me.

cc: Britt Canary
Sylvia Mendoza
Mary Nieves
Alan Miller

EPM: sm

From: Loren Breland <Loren.Breland@co.travis.tx.us>
To: SYLVIA MENDOZA <Sylvia.Mendoza@co.travis.tx.us>
Date: 1/12/2012 10:47 AM
Subject: RE: Waste Management contract extension

The extension is for 12 months. There is no change in the rates.

Loren Breland, CPPB
Purchasing Agent Assistant III
Travis County Purchasing Office
700 Lavaca St., Suite 800
Austin, TX 78701
512-854-4854
loren.breland@co.travis.tx.us

From: Sylvia Mendoza [mailto:Sylvia.Mendoza@co.travis.tx.us]
Sent: Thursday, January 12, 2012 10:45 AM
To: Loren Breland
Subject: Re: Waste Management contract extension

How long is the extension to be? And will be it at the current rate?

>>> Loren Breland <Loren.Breland@co.travis.tx.us<mailto:Loren.Breland@co.travis.tx.us>> 1/12/2012 10:18 AM >>>
Sylvia,

Per our earlier conversation, contract #11T00032OJ, Waste Management for refuse collection is up for a contract extension. Can you provide me an extension memo for you pickup location under this contract.

Thanks,

Loren Breland, CPPB
Purchasing Agent Assistant III
Travis County Purchasing Office
700 Lavaca St., Suite 800
Austin, TX 78701
512-854-4854
loren.breland@co.travis.tx.us<mailto:loren.breland@co.travis.tx.us>

MODIFICATION OF CONTRACT NUMBER: 11T00032OJ, Refuse Collection

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Loren Breland** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **January 9, 2012**
ISSUED TO: **Waste Management of Texas** **1901 Afton St.** **Houston, TX 77055** **Attn: Jaraka Viereck**	MODIFICATION NO.: **4**	EXECUTED DATE OF ORIGINAL CONTRACT: **December 12, 2010**

ORIGINAL CONTRACT TERM DATES: **February 1, 2011 through January 31, 2012**

CURRENT CONTRACT TERM DATES: **February 1, 2012 through January 31, 2013**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $_____ Current Modified Amount $_____.

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.

Effective February 1, 2012, the Term of Contract as shown on the "Contract Award" document is changed from February 1, 2011, through January 31, 2012, to February 1, 2011, to January 31, 2013.

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.

[XX] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Item 18

Travis County Commissioners Court Agenda Request

Meeting Date: January 17, 2012
Prepared By/Phone Number: Lori Clyde/854-4205
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Commissioners Eckhardt and Huber

Agenda Language: Receive Update from Purchasing Agent on IT Assessment and CIO Transition Services, RFS # S110195-LC.

A) Project and Evaluation Process

B) Appointment of Project Facilitator and Appointment of OPT (Operational Planning Team) as Oversight Management Team supporting the Project Facilitator

Ø **Purchasing Recommendation and Comments:**

A) Commissioners Court created the County IT Advisory Board on November 16, 2010. Board Members appointed were County Auditor, County Purchasing Agent, and Executive Managers for Justice and Public Safety, Information Technology Services, Planning and Budget, Emergency Services and three external community members with expertise in IT.

The Board was charged to implement a cohesive technology services department composed of Information Technology, Records Management and Media Services to streamline technology services, improve communications and otherwise assist Travis County to better manage mission critical and day-to-day activities.

On March 15, 2011 Commissioners Court received a briefing from the IT Advisory Board. In May, 2011, at the request of the Advisory Board, Purchasing prepared a Request for Services for a Change Agent-CIO for the Change Management Program and sent to the Board members for review. After much discussion, it was suggested and agreed that the process should focus on identifying candidates through recommendations from the External Board. The External Board

members were charged with providing candidate recommendations to the Internal Advisory Board for consideration of the Change Agent-CIO position. Several resumes were received. During September/October, the IT Advisory Board interviewed two candidates and recommended the search continue via a formal procurement process for a combined solicitation for a firm to perform the IT Assessment, act as the Change Manager, possibly assist with the search for the new IT County Executive and with the CIO Transition Services.

The solicitation was issued October 21, 2011. A Pre-Proposal conference was held November 7, 2011 and twenty-one vendors participated. Thirteen (13) responses were received December 6, 2011. The Evaluation Committee comprised of representatives from County Clerk, District Clerk, ITS, Sheriff's Office, Courts, Commissioner's Office, Justice and Public Safety and two external Board members received copies for review on December 6th. The Evaluation Committee has evaluated the written responses and submitted their individual scores January 9, 2012. Once the written scores are finalized, the Purchasing Agent proposes that the top ranked firms be further evaluated and interviewed by the OPT. After interviews and discussions with the top firms, the OPT will make a recommendation on the top firm to present to the Court for contract award.

B) The Purchasing Agent request that the Court appoint a Project Facilitator (Project Manager) for this county-wide project. The Interim County Executive for Planning and Budget, Leroy Nellis, has volunteered to lead this project with the support of the OPT team. The OPT team consists of all the Commissioners Court County Executives (PBO, TNR, IT, EMS, CJP, HHS) and the County Auditor and Purchasing Agent. The OPT team has agreed to assist Leroy in this mission critical project. The Court's Sub-Committee, Commissioners Eckhardt and Huber, will meet with the OPT team January 19th, to further discuss the project and give the team further direction on the Scope of Services.

NOTE: PARTS II, III, AND IV, ALONG WITH THE PROPOSER'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME THE CONTRACT.

PART II - SPECIFIC REQUIREMENTS

1.0 SCOPE OF SERVICE:

The purpose of this Request for Services ("RFS") is to hire a firm to provide IT Assessment and CIO Transition Services to include: 1) an assessment of IT personnel, processes, standards, architecture, and technologies against current and future needs; 2) drive recommended changes identified from the assessment intended to modernize and optimize IT functions so they are optimally aligned with the needs of the County (including internal as well as external users and constituents); and 3) assist in developing qualifications for and the hiring of a new County Executive of Information Technology Services. This project will be conducted in Phases.

2.0 REQUIREMENTS:

2.1 **Phase 1: Evaluate Current State of IT**

- 2.1.1 Establish current understanding of IT Organizations, functional breadth of responsibilities of current County infrastructure and supported applications.
- 2.1.2 Identify high-level and desired future state of county IT.
- 2.1.3 Develop high-level roadmap that prioritizes tasks in order of importance with reasonable timeframes for desired outcome.
- 2.1.4 Develop and propose plan for change management criteria that County Leadership can support.
- 2.1.5 Identify and document key success factors for the change management tasks.

2.2 **Phase 2: Assessment tasks**

- 2.2.1 Lead technology team during the interim period.
- 2.2.2 Assess current technology team.
- 2.2.3 Execute against the Interim change plan identified above.
- 2.2.4 Formulate profile elements for consideration during the search for IT County Executive.
- 2.2.5 Perform an assessment of Information & Technology functions throughout the County.
- 2.2.6 Prepare the IT staff for the new IT County Executive.
- 2.2.7 Cast IT transformation vision for user departments.
- 2.2.8 Identify critical elements of competence and experience for the new IT County Executive.

2.3 **Phase 3: Search for new IT County Executive**

- 2.3.1 Document the County leadership's desired qualifications and scope of search (in-house, state, national).
- 2.3.2 Assist with preparation of job description.
- 2.3.3 Preliminary vetting of resumes.
- 2.3.4 Propose candidates for a short-list.
- 2.3.5 Participate appropriately in interviews.
- 2.3.6 Make observations and recommendations of candidates as desired by the County.
- 2.3.7 Reduce level of effort of County for search.
- 2.3.8 Optimize the selection effort.

2.4 **Phase 4: Transition Roadmap Tasks to new IT County Executive**

2.4.1 High-level IT tasks prioritized to reach desired, future state IT.

2.4.2 Assist IT County Executive in transition.

2.4.3 Assist in task completion.

2.4.4 Successful transition to new IT County Executive.

Item 19

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By: Joe Arriaga Phone #: 854-7562
Division Director/Manager: Anna Bowlin, Director of Development Services

Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE:
Consider and take appropriate action on the following requests:
A) A Plat for recording: The Villages of Hidden Lake, Phase 6B-1(Long Form Plat - 13 Lots - 3.009 acres - Hidden Lake Crossing); and
B) Construction Agreement for Villages of Hidden Lake, Phase 6B-1, Final Plat in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:
On March 22, 2011, the developer entered into an alternative fiscal agreement with Travis County, which held the plat in abeyance until the remaining fiscal has been posted. The developer has now posted the remaining fiscal ($243,206.00) with Travis County and has requested approval of the plat.

This final plat consists of 13 total lots: 12 Single-Family lots and 1 landscape lot. The developer has paid parkland fees to the City of Pflugerville. In addition, a total of 509 linear feet of private streets are being proposed to be constructed. Water and wastewater will be provided by the City of Pflugerville.

STAFF RECOMMENDATIONS:
As this final plat meet all subdivision standards and has been approved by the City of Pflugerville; TNR staff recommends approval of the plat and the construction agreement.

ISSUES AND OPPORTUNITIES:
Staff did not receive any inquiries from anyone regarding this final plat.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

EXHIBITS/ATTACHMENTS:
Location Map

Final Plat
Precinct Map
Construction Agreements (2)

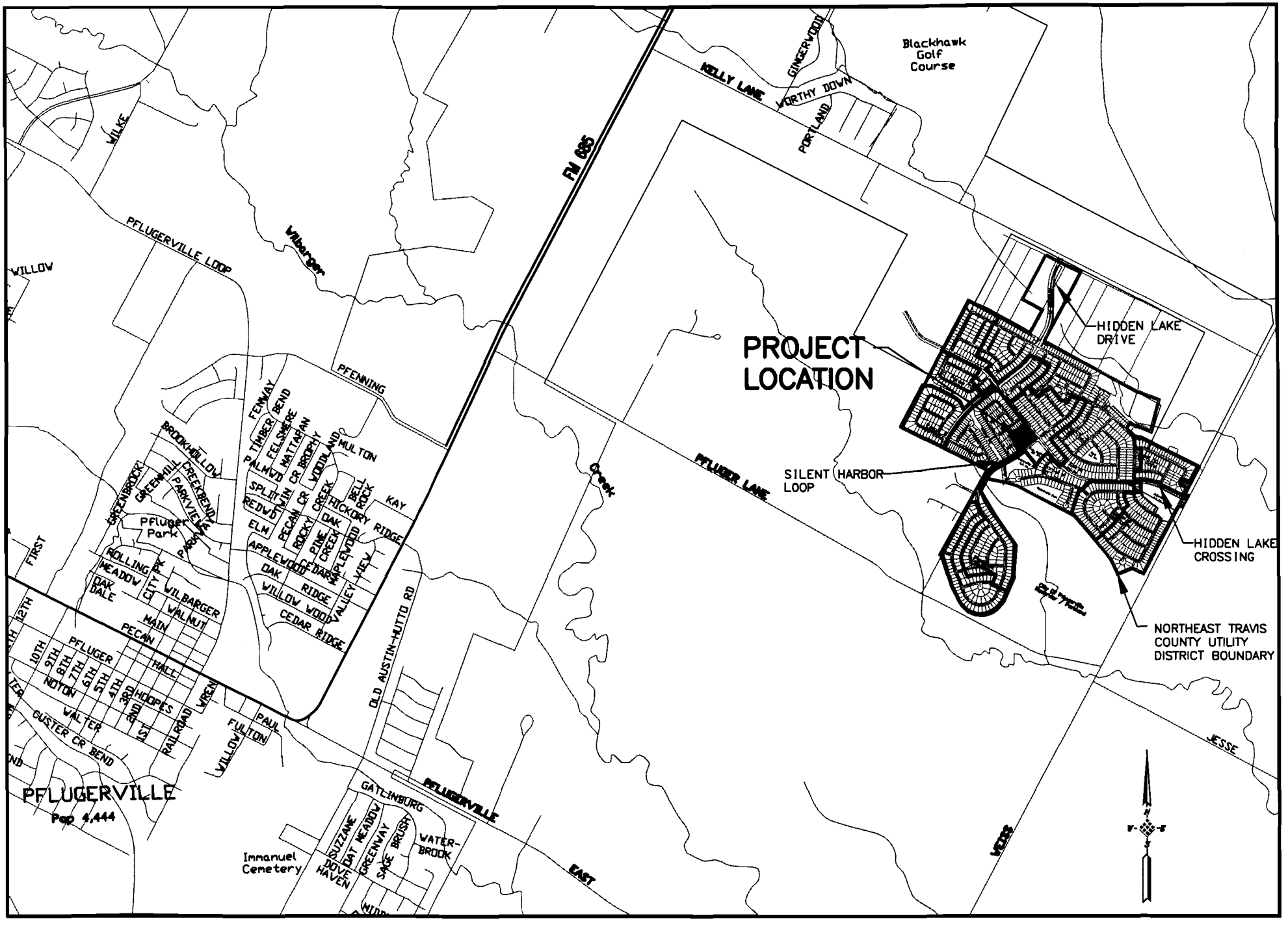
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

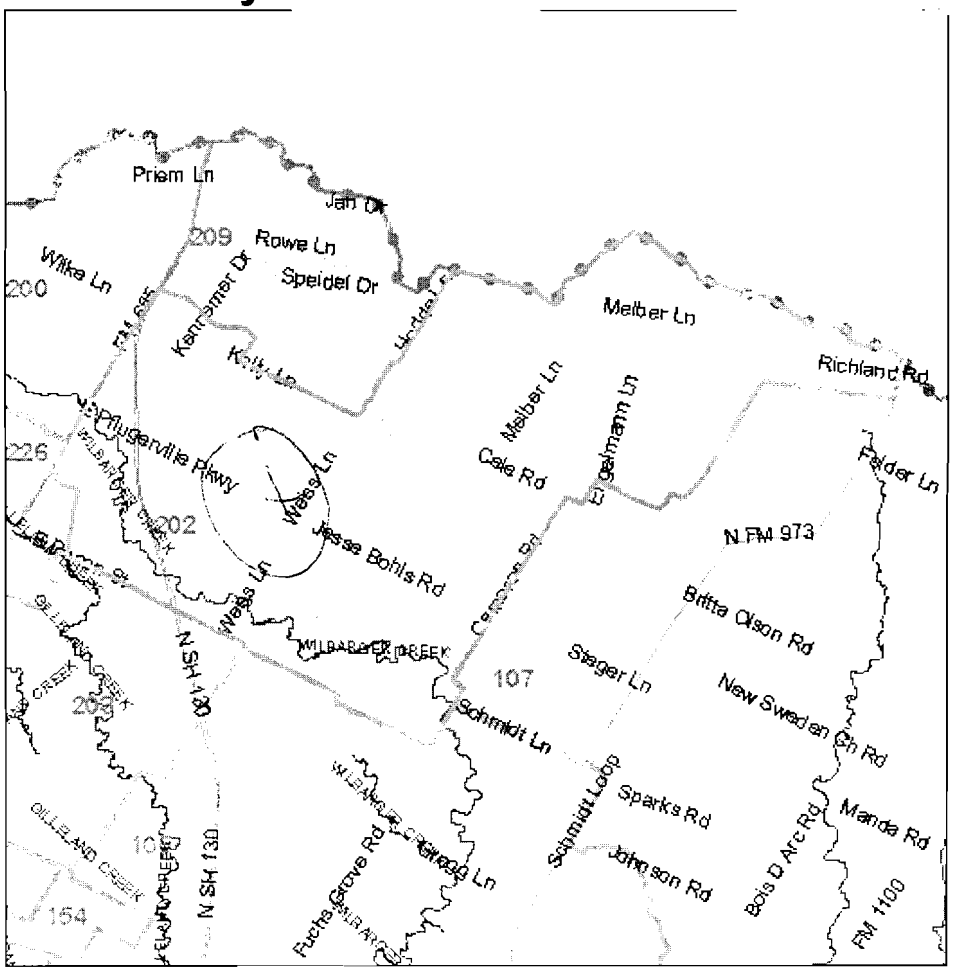
CC:

AB:AB:ja
1101 - Development Svs-

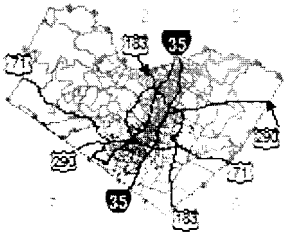
Updated 1-19-12, 4:15pm



Travis County



Click to left to "See All"
The colored square below is the area shown in the MAIN map.
Click Grid 1 to 9 below to zoom to that Grid in the MAIN map.



Please click your browser's "BACK" button to return to the GRID maps.

LEGEND

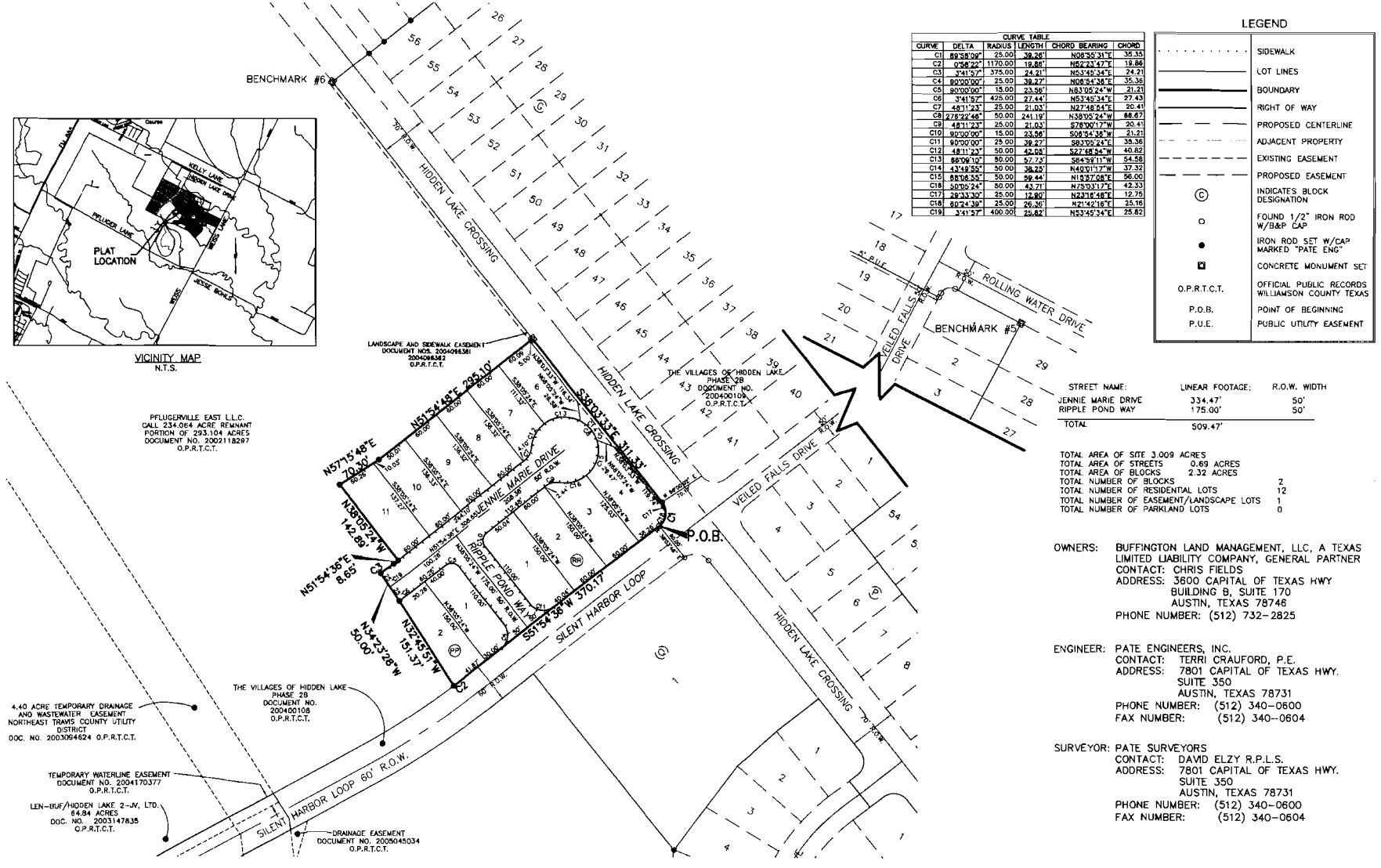
This map was created by the Travis County Voter Registration Department as a "working map" and is not warranted for any other use. No warranty is made regarding its accuracy and completeness. It is our goal to maintain and provide accurate maps and data, however omissions and errors may occur. Thank you for your consideration.

Precinct 1.

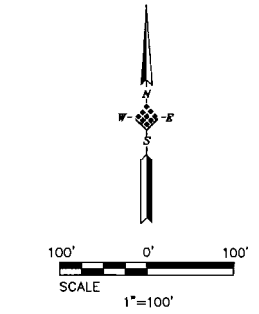
Updated 1-19-12, 4:15pm

THE VILLAGES OF HIDDEN LAKE, PHASE 6B-1
3.009 ACRES IN GEORGE M. MARTIN SURVEY NO. 9
ABSTRACT NO. 529
TRAVIS COUNTY, TEXAS

VICINITY MAP
N.T.S.



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	89°58'09"	25.00'	39.26'	N06°55'39"E	35.35'
C2	0°56'22"	1170.00'	19.86'	N52°23'47"E	19.86'
C3	3°41'57"	375.00'	24.21'	N53°45'34"E	24.21'
C4	90°00'00"	25.00'	39.27'	N06°54'36"E	35.36'
C5	90°00'00"	15.00'	23.56'	N83°05'24"W	21.21'
C6	3°41'57"	425.00'	27.44'	N53°45'34"E	27.43'
C7	48°11'23"	25.00'	21.03'	N27°48'54"E	20.41'
C8	276°22'46"	50.00'	241.19'	N38°05'24"W	88.67'
C9	48°11'23"	25.00'	21.03'	S76°00'17"W	20.41'
C10	90°00'00"	15.00'	23.56'	S06°54'36"W	21.21'
C11	90°00'00"	25.00'	39.27'	S83°05'24"E	35.36'
C12	48°11'23"	50.00'	42.05'	S27°48'54"W	40.82'
C13	66°09'10"	50.00'	57.73'	S84°59'11"W	54.58'
C14	43°49'55"	50.00'	38.25'	N40°01'17"W	37.32'
C15	88°06'55"	50.00'	59.44'	N18°57'08"E	56.00'
C16	50°35'24"	50.00'	43.71'	N75°03'17"E	42.33'
C17	29°33'30"	25.00'	12.90'	N23°16'48"E	12.75'
C18	60°24'39"	25.00'	26.36'	N21°42'16"E	25.16'
C19	3°41'57"	400.00'	25.82'	N53°45'34"E	25.82'



LEGEND

	SIDEWALK
	LOT LINES
	BOUNDARY
	RIGHT OF WAY
	PROPOSED CENTERLINE
	ADJACENT PROPERTY
	EXISTING EASEMENT
	PROPOSED EASEMENT
Ⓒ	INDICATES BLOCK DESIGNATION
o	FOUND 1/2" IRON ROD W/B&P CAP
•	IRON ROD SET W/CAP MARKED "PATE ENG"
▣	CONCRETE MONUMENT SET
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY TEXAS
P.O.B.	POINT OF BEGINNING
P.U.E.	PUBLIC UTILITY EASEMENT

STREET NAME:	LINEAR FOOTAGE:	R.O.W. WIDTH
JENNIE MARIE DRIVE	334.47'	50'
RIPPLE POND WAY	175.00'	50'
TOTAL	509.47'	

TOTAL AREA OF SITE 3.009 ACRES
TOTAL AREA OF STREETS 0.69 ACRES
TOTAL AREA OF BLOCKS 2.32 ACRES
TOTAL NUMBER OF BLOCKS 2
TOTAL NUMBER OF RESIDENTIAL LOTS 12
TOTAL NUMBER OF EASEMENT/LANDSCAPE LOTS 1
TOTAL NUMBER OF PARKLAND LOTS 0

OWNERS: BUFFINGTON LAND MANAGEMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY, GENERAL PARTNER
CONTACT: CHRIS FIELDS
ADDRESS: 3600 CAPITAL OF TEXAS HWY BUILDING B, SUITE 170 AUSTIN, TEXAS 78746
PHONE NUMBER: (512) 732-2825

ENGINEER: PATE ENGINEERS, INC.
CONTACT: TERRI CRAUFORD, P.E.
ADDRESS: 7801 CAPITAL OF TEXAS HWY. SUITE 350 AUSTIN, TEXAS 78731
PHONE NUMBER: (512) 340-0600
FAX NUMBER: (512) 340-0604

SURVEYOR: PATE SURVEYORS
CONTACT: DAVID ELZY R.P.L.S.
ADDRESS: 7801 CAPITAL OF TEXAS HWY. SUITE 350 AUSTIN, TEXAS 78731
PHONE NUMBER: (512) 340-0600
FAX NUMBER: (512) 340-0604

PATE ENGINEERS
TBPE F-002729
7801 N. Capital of Texas Hwy., Suite 350 Austin, Tx. 78731
Phone: 512-340-0600

PROJECT: THE VILLAGES OF HIDDEN LAKE PHASE 6B-1

SHEET: FINAL PLAT

NO.	DATE	REVISIONS	BY

PATE PROJECT NO. 110400110

SHEET 1 of 2

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between Buffington Land, Ltd., (the "Subdivider") and Travis County, Texas, (the "County), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of " Villages of Hidden Lake " (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will

provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

1) a professional engineer's certification of quantities of work completed;
2) a contractor's invoice for work completed; and
3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;

b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;

c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;

d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or

e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any

obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Buffington Land, Ltd.
3600 N. Capital of Texas Hwy, Bldg. B, Suite 170
Austin, TX 78746

County: Transportation & Natural Resources Department
P.O. Box 1748Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

_____
County Judge

Date:

SUBDIVIDER:
Buffington Land, Ltd
By: Buffington Land Management, LLC
Its General Partner

By:

Name: James Dorney
Title: President
Authorized Representative
Date:

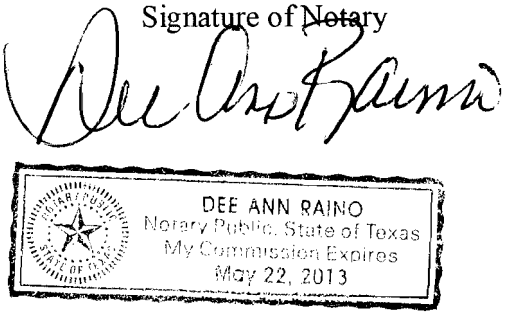
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 12th day of December, 2011, by James Dorney, in the capacity stated herein.

Signature of ~~Notary~~



After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701

§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

METES AND BOUNDS DESCRIPTION OF 3.009 ACRES OF LAND GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529, TRAVIS COUNTY, TEXAS

All that certain 3.009 acres of land out of the 64.84 acre tract described in the deed from Pflugerville East, LLC to Len-Buf/Hidden Lake 2 - JV, Ltd. recorded under Document No. 2003147835, Official Public Records of Travis County, Texas, and out of the called 234.064 acre remnant portion of 293.104 acres described in the deed from Karolyn P. Graf, et al, to Pflugerville East, LLC recorded under Document No. 2002118297, Official Public Records of Travis County, Texas, in the George M. Martin Survey No. 9, Abstract No. 529, Travis County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, Central Zone)

BEGINNING at a 1/2" iron rod with cap marked "Pate" found for the south end of the west cut back curve at the intersection of Hidden Lake Crossing (70' wide right-of-way and Silent Harbor Loop (60' wide right-of-way), the most southerly east corner of the herein described tract;

THENCE South 51° 54' 36" West - 370.17', along the westerly right-of-way line of said Silent Harbor Loop, to a 5/8" iron rod with Pate Cap set for the Point of Curvature of a curve to the right having a radius of 1170.00' and a central angle of 00° 58' 22";

THENCE along said curve to the right in a southwesterly direction, continuing along said westerly right-of-way line, an arc distance of **19.86'** to a 5/8" iron rod with Pate Cap set for the end of curve;

THENCE North 32° 45' 51" West - 151.37', departing said westerly right-of-way line to a 5/8" iron rod with Pate Cap set for an angle corner of the herein described tract;

THENCE North 34° 23' 28" West - 50.00', to a point on a curve to the left, having a radius of 375.00', a central angle of 03° 41' 57", and a chord bearing and distance North 53° 45' 34" East - 24.21'

THENCE along said curve to the left in a northeasterly direction, **24.21'** to a 5/8" iron rod with Pate Cap set for the end of curve;

THENCE North 51° 54' 36" East - 8.65' to a 5/8" iron rod with Pate Cap set for an angle corner of the herein described tract;

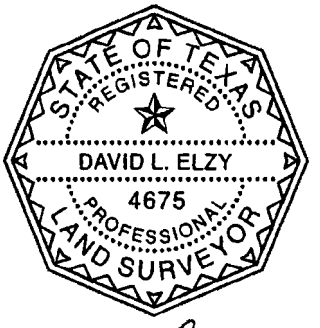
THENCE North 38° 05' 24" West - 142.89' to a 5/8" iron rod with Pate Cap set for the west corner of the herein described tract;

THENCE North 57° 15' 48" East - 70.30' to a 5/8" iron rod with Pate Cap set for an angle corner of the herein described tract;

THENCE North 51° 54' 48" East - 295.10' to a 1/2" iron rod with Pate Cap found in the southerly right-of-way line of the aforesaid Hidden Lake Crossing for the north corner of the herein described tract;

THENCE South 38° 03' 33" East - 311.33' along said southerly right-of-way line, to a 1/2" iron rod with Pate Cap found for the north end of the aforesaid cut back curve and Point of Curvature of a curve to the right having a radius of 25.00', and a central angle of 89° 58' 09";

THENCE along said curve to the right, in a southwesterly direction, an arc distance of **39.26'** to the **POINT OF BEGINNING** of the herein described tract and containing 3.009 acres of land.



Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 1104-002-11-550
November, 2003

Certification Date
November, 2003

THIS LEGAL DESCRIPTION IS ISSUED AS "PART TWO", IN CONJUNCTION WITH THE FINAL PLAT PREPARED BY PATE ENGINEERS, INC.

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS COUNTY OF TRAVIS

This Agreement is made and entered into by and between Buffington Land, Ltd., (the "Subdivider") and Travis County, Texas, (the "County), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of " Villages of Hidden Lake " (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will

provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

1) a professional engineer's certification of quantities of work completed;
2) a contractor's invoice for work completed; and
3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements.

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;

b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;

c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;

d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or

e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.

2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any

obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.

3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.

5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.

6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.

7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider: Buffington Land, Ltd.
3600 N. Capital of Texas Hwy, Bldg. B, Suite 170
Austin, TX 78746

County: Transportation & Natural Resources Department
P.O. Box 1748Austin, Texas 78767
Attn: Executive Manager

Copy to: Travis County Attorney's Office
P.O. Box 1748
Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS

_____
County Judge

Date:

SUBDIVIDER:
Buffington Land, Ltd
By: Buffington Land Management, LLC
Its General Partner

By: _____

Name: James Dorney
Title: President
Authorized Representative
Date:

ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This instrument was acknowledged before me on the 12th day of December, 2011, by James Dorney, in the capacity stated herein.

Signature of Notary

After Recording Return to:
Executive Manager,
Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78701

DEE ANN RAINO
Notary Public, State of Texas
My Commission Expires
May 22, 2013

§ EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY

METES AND BOUNDS DESCRIPTION OF 3.009 ACRES OF LAND GEORGE M. MARTIN SURVEY NO. 9, ABSTRACT NO. 529, TRAVIS COUNTY, TEXAS

All that certain 3.009 acres of land out of the 64.84 acre tract described in the deed from Pflugerville East, LLC to Len-Buf/Hidden Lake 2 - JV, Ltd. recorded under Document No. 2003147835, Official Public Records of Travis County, Texas, and out of the called 234.064 acre remnant portion of 293.104 acres described in the deed from Karolyn P. Graf, et al, to Pflugerville East, LLC recorded under Document No. 2002118297, Official Public Records of Travis County, Texas, in the George M. Martin Survey No. 9, Abstract No. 529, Travis County, Texas, and more particularly described by metes and bounds as follows: (All bearings based on the Texas State Plane Coordinate System, Central Zone)

BEGINNING at a 1/2" iron rod with cap marked "Pate" found for the south end of the west cut back curve at the intersection of Hidden Lake Crossing (70' wide right-of-way and Silent Harbor Loop (60' wide right-of-way), the most southerly east corner of the herein described tract;

THENCE South 51° 54' 36" West - 370.17', along the westerly right-of-way line of said Silent Harbor Loop, to a 5/8" iron rod with Pate Cap set for the Point of Curvature of a curve to the right having a radius of 1170.00' and a central angle of 00° 58' 22";

THENCE along said curve to the right in a southwesterly direction, continuing along said westerly right-of-way line, an arc distance of **19.86'** to a 5/8" iron rod with Pate Cap set for the end of curve;

THENCE North 32° 45' 51" West - 151.37', departing said westerly right-of-way line to a 5/8" iron rod with Pate Cap set for an angle corner of the herein described tract;

THENCE North 34° 23' 28" West - 50.00', to a point on a curve to the left, having a radius of 375.00', a central angle of 03° 41' 57", and a chord bearing and distance North 53° 45' 34" East - 24.21'

THENCE along said curve to the left in a northeasterly direction, **24.21'** to a 5/8" iron rod with Pate Cap set for the end of curve;

THENCE North 51° 54' 36" East - 8.65' to a 5/8" iron rod with Pate Cap set for an angle corner of the herein described tract;

THENCE North 38° 05' 24" West - 142.89' to a 5/8" iron rod with Pate Cap set for the west corner of the herein described tract;

THENCE North 57° 15' 48" East - 70.30' to a 5/8" iron rod with Pate Cap set for an angle corner of the herein described tract;

THENCE North 51° 54' 48" East - 295.10' to a 1/2" iron rod with Pate Cap found in the southerly right-of-way line of the aforesaid Hidden Lake Crossing for the north corner of the herein described tract;

THENCE South 38° 03' 33" East - 311.33' along said southerly right-of-way line, to a 1/2" iron rod with Pate Cap found for the north end of the aforesaid cut back curve and Point of Curvature of a curve to the right having a radius of 25.00', and a central angle of 89° 58' 09";

THENCE along said curve to the right, in a southwesterly direction, an arc distance of **39.26'** to the **POINT OF BEGINNING** of the herein described tract and containing 3.009 acres of land.



Prepared by:
PATE SURVEYORS
a division of
Pate Engineers, Inc.
Job No. 1104-002-11-550
November, 2003

Certification Date
November, 2003

THIS LEGAL DESCRIPTION IS ISSUED AS "PART TWO", IN CONJUNCTION WITH THE FINAL PLAT PREPARED BY PATE ENGINEERS, INC.

Item 20

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By: John Carr **Phone #:** 854-4772
Director/Manager: Roger A. El Khoury, M.S., P.E., Director, FMD
Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on Seventh Amendment to the lease agreement with Daffer McDaniel L.L.P., at the 700 Lavaca Street building.

BACKGROUND/SUMMARY OF REQUEST:
Travis Realty Corporation and Daffer McDaniel L.L.P. (Tenant) entered into a lease agreement dated March 1, 2002 and amended by the First Amendment dated January 1, 2003, the Second Amendment dated February 8, 2005, the Third Amendment dated May 26, 2005, the Fourth Amendment dated May 19, 2006, the Fifth Amendment dated October 2, 2007 and the Sixth Amendment dated September 30, 2008, whereby the Tenant leased 8,012 square feet at the 7th floor of the 700 Lavaca Street building. This lease will expire on February 29, 2012. The Tenant would like to extend the expiration of their lease one month to March 31, 2012.

The Tenant is also requesting approval for one additional unreserved parking space for the remainder of the lease. Tenant is currently authorized 15 unreserved spaces in the parking garage. The Tenant is requesting this one month extension at the same rental rate, which is $15.25 per rentable square foot of space.

The Core Team has reviewed the request and indicated no objections to the one month extension.

STAFF RECOMMENDATIONS:
Facilities Management Department (FMD) recommends approval of the Seventh Amendment to the lease between Travis County and Daffer McDaniel L.L.P.

ISSUES AND OPPORTUNITIES:

Facilities Management Department collaborated with John Hille of the County Attorney's office on the development of this lease amendment. The Tenant is in agreement and has signed the amendment. Approval of this amendment will result in an additional $10,181.92 in rent plus $7,652.19 in operating expenses. Also, the addition of the 16th unreserved parking spot would generate a $300 increase in our parking revenue.

FISCAL IMPACT AND SOURCE OF FUNDING:

FY 12 impact is $18,134.11 in revenue.

ATTACHMENTS/EXHIBITS:

Seventh Amendment to Lease Agreement

REQUIRED AUTHORIZATIONS:

Steve Manilla	County Executive	TNR	854-9429
John Hille	Assistant County Attorney	County Attorney	854-9415

CC:

Amy Draper	Financial Manager	FMD	854-9040

9520 – Facilities - 0101

SEVENTH AMENDMENT TO LEASE AGREEMENT
BETWEEN
TRAVIS COUNTY
AND DAFFER McDANIEL L.L.P.

AGREEMENT (this "Seventh Amendment") made effective the 24th of January, 2012 between TRAVIS COUNTY, a political subdivision of the State of Texas, ("Landlord") and DAFFER McDANIEL L.L.P., a limited liability partnership ("Tenant").

Preliminary Statement

A. Travis Realty Corp. and Daffer McDaniel L.L.P. ("Tenant") entered into that certain Lease Agreement dated March 1, 2002 and amended by the First Amendment dated January 1, 2003, the Second Amendment dated February 8, 2005, the Third Amendment dated May 26, 2005, and the Fourth Amendment dated May 19, 2006, whereas further leasing to Tenant approximately 8,012 square feet in Suite 720 and 4,287 square feet in Suite 602, as defined by the Lease ("Premises"), in that certain building locally known as The Chase Building, located at 700 Lavaca, Austin, Texas ("Building"), the Fifth Amendment, dated October 2, 2007, and the Sixth Amendment on September 30, 2008; the Lease Agreement and all the Amendments known as the "Lease".

B. Travis County ("Landlord") purchased the Building, subject to the Lease; and

C. Landlord and Tenant desire to provide for the renewal of space to the Premises, to include such renewal and to otherwise modify the Lease, all as more particularly set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the Premises and the mutual undertakings of the parties, it is agreed as follows:

1. Renewal Term: Tenant hereby extends the Lease for the 8,012 square feet in Suite 720 for an additional one (1) month. Such extended term shall commence March 1, 2012 and expire on March 31, 2012.

2. Parking: For the extended term, the Tenant shall have the right to use one (1) additional unreserved parking space in the parking garage located adjacent to the Building in such spaces as Landlord may designate.

3. Tenant represents and warrants that it has had no dealings or negotiations with any broker or agent in connection with the consummation of this Seventh Amendment. Tenant agrees to indemnify, defend and hold harmless Landlord from and against any loss, cost or liability "including without limitation attorney's fees, disbursements and court costs", for any compensation, commissions or fees claimed by any broker or agent with respect to this Fifth Amendment or the negotiation thereof, if such claim or claims by any such

broker or agent are based in whole or in part on dealings with Tenant or its representatives.

4. Except as expressly amended hereby, the Lease and all of the terms, covenants and conditions of the Lease are hereby confirmed and shall remain and continue in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Seventh Amendment as of the day and year first above written,

Travis County

By: _____
Samuel T. Biscoe
Travis County Judge

Daffer McDaniel L.L.P.
a limited liability partnership

By: _____

Name: _____

Title: _____

Item 21

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By: John Carr **Phone #:** 854-4772
Director/Manager: Roger A. El Khoury, M.S., P.E., Director, FMD

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on license agreement to use the "Old County Jail" in the Heman Marion Sweatt Courthouse to film an independent music video production on January 28-29, 2012.

BACKGROUND/SUMMARY OF REQUEST:
Facilities Management Department (FMD) received a request from Mr. Paul Grubb, Producer with Keasbey Meadow Productions, LLC, to obtain permission to use the Old Jail as the upper floors of the Heman Marion Sweatt Courthouse. FMD and Ms Aldredge with the County Attorney's office collaborated on the appropriate license agreement to provide the requested access. The license agreement will provide for two days of filming in the Old Jail. The filming of the music video will occur on the weekend of January 28-29, 2012. The video company will hire off duty FMD security guards or off duty Sheriff's deputies to be with their crew during the entire time they are in the facility.

STAFF RECOMMENDATIONS:
Facilities Management Department (FMD) recommends approval of the license agreement attached which will allow the video company to use the vacant 6th and 7th floors of the HMS Courthouse.

ISSUES AND OPPORTUNITIES:
Mr. Grubb has signed the license agreement and provided the required proof of insurance coverage. Mr. Grubb has also provide a check in the amount of $200. Ms. Peg Leidtke, Director of Court Management with the Civil District Courts is aware of the requested use and concurs with the recommendation to approve the license agreement. There are no financial or legal issues that would impact approval of these replacement agreements.

FISCAL IMPACT AND SOURCE OF FUNDING:
$200 revenue in administrative fees for the license agreement.

ATTACHMENTS/EXHIBITS:
License Agreement

REQUIRED AUTHORIZATIONS:

Steve Manilla	County Executive	TNR	854-9429
Tenley Aldredge	Assistant County Attorney	County Attorney	854-9415

CC:

Peg Leidtke	Director, Courts Mgt	Civil District Courts	854-9364
Lt Robert Mills	Courthouse Security	TCSO	854-9770

9520 – Facilities - 0101

LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Keasbey Meadow Productions, LLC, a Texas limited liability company ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of the Heman Marion Sweatt Courthouse located at 1000 Guadalupe Street, Austin, Texas (the "Property"); and

WHEREAS, Licensee desires to enter and use the Property in connection with an independent music video production in and on that portion of the Property known as the "Old County Jail," and County desires to allow Licensee use of the Property for such purpose; and

WHEREAS, Licensee fully understands both the historical significance and the security considerations of the Property and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the Property during Licensee's use and to restore said Property to its original condition after Licensee has completed filming.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers to enter, use and by means of film, video, tape or any other method, photograph and record the following specified areas of the Property in connection with the production of an independent music video for Harrison Brown, a local (Austin) blues artist (the "License"): (i) the upper two floors of the Property, known as the "Old County Jail," together with all necessary adjacent hallways and common areas.

1.2 Such production, and all exhibition, distribution, advertising, and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or

hereafter created. The License includes the right to bring onto the Property and to utilize thereon personnel, personal property, materials and equipment, including but not limited to props and temporary sets during the term of the License.

1.3 Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, the License allows for superficial preparation to be made to the Property to facilitate Licensee's storyline and production needs as well as the right to use special effects in furtherance of the storyline. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

1.4 Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal courthouse business for the duration of the license term, if applicable. Licensee's disregard of courthouse staff requests to reduce the amount of noise or other disturbance caused by Licensee's activities may be grounds for revocation of the License. In addition, Licensee agrees to take particular care with respect to the disconnected drains located in the licensed area, and agrees not to place any liquids or other substances in the drains or to permit any liquids or other substances to be placed therein.

1.5 Licensee acknowledges and agrees that permission to use the County Property for the purposes described herein may be immediately revoked if the motion picture named above contains any content that, in the opinion of the Travis County Commissioners Court, or any of their designated representatives, is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County.

1.6 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Property under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

2.0 TERM OF LICENSE

2.1 The License is granted for the following dates and hours: Saturday and Sunday, January 28-29, 2012, beginning at approximately 7:00 a.m. and terminating at approximately 10:00 p.m.; provided, however, such term is subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary or convenient by County.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the amount of TWO HUNDRED AND NO/100 ($200.00) to cover County's administrative, utilities and related costs.

3.2 In addition, Licensee shall provide, at its own additional expense, and if appropriate given the License scope, traffic control, garbage removal, and security personnel through the employment of the necessary number of off-duty Travis County Sheriff's officers or FMD security personnel (or other qualified security personnel if approved in advance by the Travis County Facilities Management Director) to be present in the licensed areas during Licensee's use of the Property as reasonably necessary to ensure the safety and integrity of the persons and property brought onto the Property for the purposes authorized under this Agreement.

3.3 Licensee shall pay County the sum set forth in this Section 3.0 within ten (10) days of execution of this Agreement. If there are any expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

4.0 SMOKING

4.1 THERE SHALL BE NO SMOKING IN THE COURTHOUSE AT ANY TIME. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.

5.0 PERMITS

5.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities for use of the Property under this Agreement.

5.2 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE,

SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PROPERTY.

6.0 USE AND REPAIRS

6.1 Licensee shall not use the Property for any purpose other than that set forth herein. Further, Licensee shall repair or replace any damage to the Property caused by Licensee.

7.0 CONTROL OF TRAVIS COUNTY

7.1 Licensee shall at all times obey the direction and commands of the Travis County Sheriff and the Executive Manager of the Travis County Administrative Operations Department, or their designated representatives, while on or in the vicinity of the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 7 shall be grounds for immediate revocation of the License granted hereunder.

8.0 INDEMNIFICATION

8.1 LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

8.2 Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may

adversely affect (i) health, welfare, or safety of persons, whether located on the Property or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee shall immediately notify County of any release of any Hazardous Material on or near the Property whether or not such release is in a quantity that would otherwise be reportable to a public agency and shall also comply with the notification requirements of any applicable state, local, or federal law or regulation.

9.0 INSURANCE

9.1 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with combined minimum bodily injury and property damage limits of $600,000 per occurrence and $1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit "A"** and made a part hereof.

10.0 NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in the film production, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

11.0 AMENDMENTS

11.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

12.0 SAFETY

12.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The

failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

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

14.0 VENUE AND CHOICE OF LAW

14.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

15.0 NOTICES

15.1 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 hereinafter specified.

15.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Paul Grubb
Producer
Keasbey Meadow Productions, LLC
807 Keasbey Street
Austin, TX 78751
(512) 569-4087

15.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

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

15.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

16.0 MEDIATION

16.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

17.0 SEVERABILITY

17.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

18.0 ENTIRETY OF AGREEMENT

18.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

[signatures on next page]

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

KEASBEY MEADOWS PRODUCTIONS, LLC

By: _____

Title: _____

Date: 1/9/12

Exhibit A
Insurance Certificate
(attached)

Item 22

Travis County Commissioners Court Agenda Request

Meeting Date: 1/24/2012 Executive Session
Prepared By: Jon A. White **Phone #:** 854-7212
Division Director/Manager: Jon A. White, TNR NREQ

Department Head: Steven M. Manilla, P.E., County Executive - TNR
Sponsoring Court Member: Commissioner Karen Huber, Precinct Three
Commissioner Sarah Eckhardt, Precinct Two

AGENDA LANGUAGE:

Consider and take appropriate action on a request for additional funding in the amount of $12,000 from the Coalition of Central Texas Utilities Development Corporation (UDC).

(THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.071, CONSULTATION WITH ATTORNEY)

BACKGROUND/SUMMARY OF REQUEST:

On August 23, 2011 the Commissioners Court voted to:

1. Execute an interlocal agreement to join the Coalition of Central Texas Utilities Development Corporation (UDC) (Attachment 1) and
2. Contribute funds to the UDC in the amount of $12,000 to help fund the UDC's development of a bid for the purchase of water and waste water utilities from the Lower Colorado River Authority (LCRA).

The County's contribution was paid from TNR account number 001-4908-628-6099 in November, 2011. The interlocal agreement provides for future funding of additional UDC activities subject to an amendment to the adopted agreement.

The UDC has been in continuous negotiations with LCRA to develop a purchase agreement. UDC has incurred additional costs in this effort and has requested additional funds from its various partners and members (Attachment 2.)

STAFF RECOMMENDATIONS:

Staff is not offering any recommendation now, but is prepared to act promptly upon direction of the Court.

ISSUES AND OPPORTUNITIES:

The efforts of the UDC are intended to preserve public ownership of the various water and wastewater utilities LCRA is seeking to divest. The UDC and its members are concerned about issues related to escalating utility rates and accountability and transparency of management of these systems. The systems in Western Travis and Hays County are of particular interest. These systems serve approximately 30,000 residents including 3000 connections in unincorporated Travis County. The UDC has worked to establish a Public Utility Agency (PUA) to own and operate the Western Travis County and Hays County systems. The current request for an additional contribution may offer an opportunity to influence the UDC and PUA as they move forward.

FISCAL IMPACT AND SOURCE OF FUNDING:

A funding source for the additional contribution has yet to be determined.

ATTACHMENTS / EXHIBITS:

1. Executed Interlocal Agreement approved 8/23/2011
2. UDC request for additional funding

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

Steven Manilla, TNR
Cynthia McDonald, TNR
John Hille, County Attorney
Tom Nuckols, County Attorney
Jon White, TNR
Marvin Brice, Purchasing
Jessica Rio, PBO
Jose Palacios, Auditor

0801 Environmental

Attachment 1

INTERLOCAL COOPERATION AGREEMENT REGARDING PARTICIPATION IN THE COALITION OF CENTRAL TEXAS UTILITIES DEVELOPMENT CORPORATION

THIS INTERLOCAL COOPERATION AGREEMENT REGARDING PARTICIPATION IN THE COALITION OF CENTRAL TEXAS UTILITIES DEVELOPMENT CORPORATION ("Agreement") is entered into by and between THE COALITION OF CENTRAL TEXAS UTILITIES DEVELOPMENT CORPORATION, a non-profit corporation of the State of Texas, created and existing under the laws of the State including Subchapter D of Chapter 431, as amended, Texas Transportation Code ("UDC"), and Travis County (the "County"). In this Agreement, the UDC and the County are sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the Lower Colorado River Authority ("LCRA") is attempting to sell and convey water and wastewater utilities, systems and facilities that serve a large number of local governments and communities within an area extending from Llano County to Matagorda County, Texas in the Colorado River Basin;

WHEREAS, divesting the local governments and communities of all participation in decisions regarding the quality, quantity, dependability and cost of services of the water and wastewater utilities, systems and facilities is contrary to the intent of the agreements made by the LCRA;

WHEREAS, ownership of the water and wastewater utilities, systems and facilities by private, for profit, entities is not in the public interest and will adversely impact the local economy;

WHEREAS, a coalition of cities, counties, municipal utility districts, and other governmental entities, and citizen organizations has been formed for the purpose of meeting the LCRA's requirements that purchase proposals and bids include all the water and wastewater utilities, systems and facilities proposed for sale by the LCRA;

WHEREAS, the coalition members have supported the creation of the UDC for use as a legal entity to organize and submit a bid and proposal to the LCRA for the purchase of the water and wastewater utilities, systems and facilities; and

WHEREAS, the UDC shall enable the local governments and communities to do all things reasonably necessary to submit a bid to the LCRA, and to proceed to finance and purchase the water and wastewater utilities, systems and facilities, without risk or financial obligation to the participating local governments and communities;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements of the Parties contained in this Agreement, the Parties agree as follows:

I. PARTICIPATION IN UDC

1.01 Incorporation of Recitals. The provisions and definitions contained in the above Recitals are incorporated herein for all purposes.

1.02 UDC Purposes. The Parties hereby agree to cooperate and work together in the efforts of the UDC to accomplish the purposes of the UDC as set forth in its Articles of Incorporation as follows:

(a) aid, assist and act on behalf of participating entities in the performance of their governmental functions to promote the common good and general welfare of the local governments and to assist local groups and entities to preserve valuable rights, serve as a legal entity to organize, finance, purchase and transfer, or hold, operate and sell, water and wastewater assets, facilities, utilities and systems; and the development and improvement of public utilities, systems and infrastructure; and

(b) aid, assist and act on behalf of the participating entities, to acquire, and to aide and assist governmental and local entities to acquire, water and wastewater utilities, systems and facilities from the Lower Colorado River Authority; and

(c) to acquire, own, hold, improve, use or otherwise deal with real or personal property, or any interest therein, wherever situated, to accomplish the successful transition of the referenced water and wastewater utilities, systems and facilities to governmental entities or locally controlled public entities; and

(d) to plan, develop and coordinate proposals to finance, bid and negotiate for, and purchase water and wastewater utilities, systems and facilities; and

(e) to provide for the operation and maintenance of water and wastewater utilities, systems and facilities as may be required for the public good; and

(f) to transfer, sell and convey to local governments and publicly controlled legal entities the water and wastewater utilities, systems and facilities that are acquired by the Corporation.

II. CONTRIBUTION TO UDC

For the purposes of funding the efforts of the UDC to coordinate the planning and preparation of a final bid for submission to the LCRA for the purchase of water and wastewater facilities by August 2011, the County agrees to contribute an amount not to exceed $12,000. Future funding for any additional activities of the UDC shall be the subject of an amendment to this Agreement. Payments made by the County pursuant to this Agreement shall be made from current revenues available to the County.

III. EXECUTIVE COMMITTEE

The Travis County Commissioners Court shall appoint one (1) member to serve on the UDC's executive committee as defined in Section 2.08 of the UDC's Bylaws.

IV. FINANCIAL OBLIGATIONS

The UDC shall have no authority whatsoever to issue any contractual or financial obligation, debt, bonds or notes that shall ever be or become obligations of the County.

V. GENERAL PROVISIONS

5.01. Authority. This Agreement is made in part under the authority conferred in *Chapter 791, Texas Government Code.*

5.02 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.03. Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement

5.04. Entire Agreement. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the UDC or the water and wastewater utilities, systems and facilities referenced herein, and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter. The Parties confirm that further agreements regarding the UDC and the water and wastewater utilities, systems and facilities are contemplated and will not be affected or limited by this Agreement.

5.05. Amendments. Any amendment of this Agreement must be in writing and will be effective only if approved by the governing body and executed by the authorized representatives of each of the Parties.

5.06. Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. Venue for any action arising hereunder will be in Travis County, Texas.

5.07. Notices. Any notices given under this Agreement will be effective if (i) forwarded to the other Party by hand-delivery; (ii) transmitted to the other Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

The Corporation:

The Coalition of Central Texas Utilities Development Corporation

c/o Pix Howell

200 West Willis Street

Leander, Texas 78641

The County:

County Judge Samuel T. Biscoe

P.O. Box 1748

Austin, Texas 78767-1748

With Copy To:

David Escamilla

Travis County Attorney

P.O. Box 1748

Austin, Texas 78767-1748

5.08. Force Majeure. Parties shall not be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or due to circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

5.09. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.10 Term and Termination. The initial term of this Agreement shall be from the Effective Date hereof until March 31, 2012. Thereafter, this Agreement shall automatically renew for successive one year periods beginning on April 1, 2012 and on each April 1st thereafter. Provided however, either Party hereto shall have the option, at any time and for any reason, of terminating this Agreement upon 90 days written notice to the other Party.

5.11. Effective Date. This Agreement takes effect upon the last date of due execution of the Agreement by the County and the Corporation.

5.12. Fiscal Year Limitation. The Parties agree that funding under this Agreement can only be provided for the portion of the Agreement Term corresponding to a time period included in the approved budget for any one Fiscal Year. In no event shall any provision of this Agreement or any agreement subject to this Agreement be interpreted to obligate either Party to provide funds in excess of the amount approved by the Party's governing body for any Fiscal Year and identified in this Agreement.

5.13. Audit. The Parties each have the right to conduct a financial and compliance audit of the performance of this Agreement on an annual basis. Each Party agrees to permit the other or its authorized representative to audit the records that relate to this Agreement and to obtain any documents, materials, or information necessary to facilitate such audit. Each Party shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Agreement that County may require of City.

(Remainder of Page Intentionally Left Blank)

COALITION OF CENTRAL TEXAS UTILITIES DEVELOPMENT CORPORATION

By: _____

Name: Pix Howell

Title: President

Date Signed: August 23, 2011

ATTEST:

By: _____

Name: Frank Salvato

Title: Secretary/Treasurer

Date Signed: August 23, 2011

TRAVIS COUNTY, TEXAS

By: Samuel T. Biscoe

Name: Samuel T. Biscoe

Title: Travis County Judge

Date Signed: 8-23-11

ATTEST:

By: Dana DeBeauvoir

Name: Dana DeBeauvoir

Title: Travis County Clerk

Attachment 2

December 21, 2011

TO: Coalition Supporter

As many of you know, the UDC has been in negotiations with the LCRA in earnest since the October meeting of the LCRA Board. After a rollercoaster of negotiation we settled into a stride in the final week of November and actually reached agreement on the direction of terms in early December with the LCRA Board approving an MOU at the December Board meeting.

We still have some issues of concern as we head toward an agreement prior to the January LCRA Board meeting and some of it requires a great deal of preparation and document creation for the various TCEQ approvals. We still have a great deal of work to do in a very short time, DURING the HOLIDAYS.

We have estimated an additional $92,000 necessary and this is assuming we still receive the ask from the last contribution letter. This is the final lap and we have an incredible team of folks that are working for the customers. We all think this is the right thing to do and hope you understand what this will mean to the future of your communities. Many of you have been through this with us and for those that haven't we could sure use your support. The contribution request breaks down as follows:

Rollingwood	$2,587
TC MUD 16	$3,500
Westlake Hills	$7,600
Bee Cave	$10,529
WTCMUD #3	$7,500
WTCMUD#5	$7,500
Hays County	$21,305
Windmill Ranch	$8,754
City of Dripping Sprngs	$3,500
Dripping Sprngs WSC	$3,500
Travis County	$12,000
Travis Co MUD's 11, 12, 13	$3,500
WCID #17	$1,500
Belvedere MUD	$1,500
Travis Co MUD 16	$3,500

I realize this is an expensive process and in some cases more than can be borne by the communities served. So consider this, just what it is a request for contribution.

I hope you consider participation in this goal line dive and think that our efforts on your behalf have had a significant impact on the LCRA and how it will do business in the future. Have a Merry Christmas, Happy Holidays and prosperous New Year.

Sincerely,



Pix Howell, President, Coalition of Central Texas Utilities Development Corporation

Attachment: breakdown of request

Item 23

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By: Cynthia McDonald **Phone #:** 854-4239
Division Director/Manager: Carol Joseph, TNR Assistant Director

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action for the reproduction of and funding for the Ready, Set, Go! booklets.

BACKGROUND/SUMMARY OF REQUEST:
This agenda is to request the Commissioners Court approve the reproduction of 10,000 copies of the Ready, Set, Go! booklets, and to fund the reproduction costs ($7,431) from the General Fund Allocated Reserve.

STAFF RECOMMENDATIONS:
The County's effort to address wildfire emergency preparedness and response includes public information and outreach. One of the communication tools recommended is the distribution of the Ready, Set, Go! booklet. The booklets will provide vital information on identifying ways to prevent or minimize damage, as well as what actions to take in the event of a wildfire. The County Print Shop will reproduce 10,000 copies, which will be made available to Travis County residents.

ISSUES AND OPPORTUNITIES:
Counties throughout Texas, including Travis County experienced several large wildfires throughout 2011, due to severe drought conditions across the state. These drought conditions are expected to continue through 2012, which means that wildfires also continue to be a real and severe threat. Therefore, it is critical to both increase public awareness and provide them with information on preparing for wildfires.

FISCAL IMPACT AND SOURCE OF FUNDING:
Staff requests the use of the General Fund Allocate Reserve (001-9800-981-9892) to cover the $7,431 in reproduction costs. Funds will be transferred to the Print Shop's Other Purchased Services account (001-5780-536-6099).

ATTACHMENTS/EXHIBITS:
The Ready, Set, Go! booklet to be reproduced is attached.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

Bill Derryberry	Sr. Budget Analyst	PBO	854-4741

SM:CM:
0101 - Administrative -

Ready, Set, Go Wildland Action Guide Booklets

10,000 White 28 lb paper 11 x 17 Printed front and back in Full Color, Collated, Folded, Saddled Stitched twice and trimmed/ boxed

Paper 30,000 11 x 17 White 28 lb @ $37.56 per 1000	$1502.40
Clicks 60,000 x $.07 ea	$4,200.00
Labor 72 hrs @ $20.00 per hr	$1440.00
Overhead @ 20% of labor	$ 288.00
Total	$7,430.40

READY, SET, GO!

YOUR PERSONAL WILDLAND FIRE ACTION GUIDE

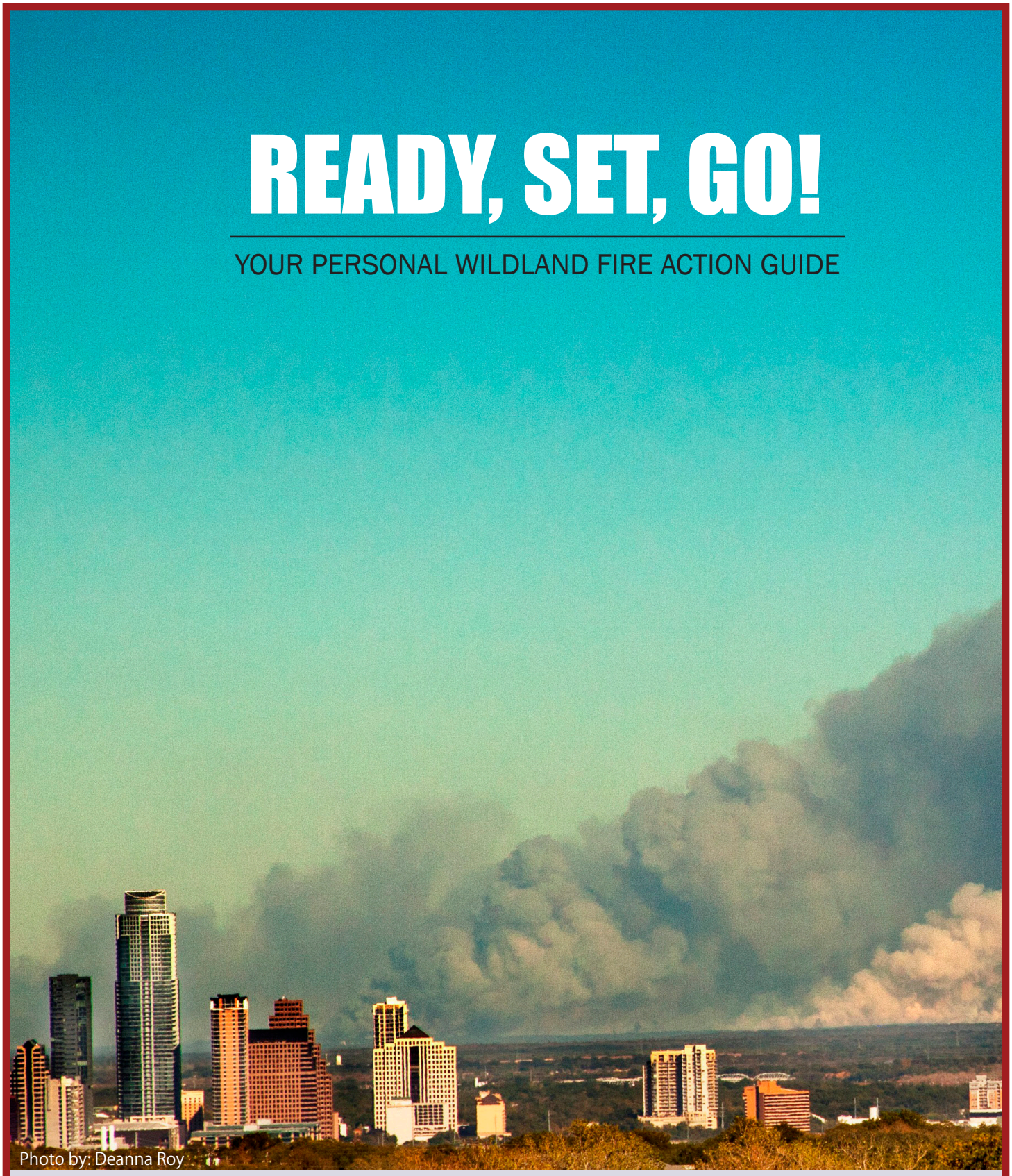


Photo by: Deanna Roy

READY, SET, GO!

Wildland Fire Action Guide

Saving Lives and Property
through Advance Planning



Central Texas has been placed on the worldwide map as a wildfire disaster area with the advent of the Labor Day fires of 2011. We now share similar horrific stories of home losses and precious watersheds destroyed with areas like Colorado, California and the Mediterranean. The leadership of the Austin/Travis County area organized this action guide to provide you with the tips and tools you need to prepare for a wildland fire threat; have situational awareness when a fire starts; and to leave early.

The Wildland Urban Interface (WUI) is the fastest growing fire problem in the United States. Wildland fires directly threaten lives, houses, water supply, utilities, recreation resources, cultural icons, endangered species, commerce, and transportation systems. As people continue to build houses in high-risk areas, the danger only increases.

We are committed to helping our friends and neighbors prepare for and stay safe in a wildland fire situation. Successfully preparing for a wildland fire enables you to take personal responsibility for protecting yourself, your family and your property. The Ready, Set, Go! Program works in complementary and collaborative fashion with the Firewise® Communities Program and other existing wildland fire public education efforts.

Fire is, and always has been, a natural occurrence in the wildland. Our hills, canyons and forests burned periodically long before we built homes there. Wildland fires, fueled by a build-up of dry vegetation and driven by seasonal hot dry winds, are extremely dangerous and difficult to control. Many residents have built homes and landscaped without fully understanding the impact a fire can have on them and few have adequately prepared their families for a quick evacuation.

It's not a question of if, but when the next major wildland fire will occur. Through advance planning, understanding and preparation, we can all be partners in the wildland fire solution. We hope you find the tips in the following pages helpful in creating heightened awareness and a more fire-safe environment for you, your family and firefighters.

For additional information from local sources visit:

http://www.austinhsem.com

http://www.co.travis.tx.us

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This publication was prepared by the RSG Program with the assistance of the City of Austin and Travis County in cooperation with the International Association of Fire Chiefs; The U.S. Forest Service; U.S. Department of the Interior Bureau of Land Management; and the U.S. Fire Administration. To learn more about the Ready, Set, Go! Program and its partners, visit, www.wildlandfireRSG.org.

Living in the Wildland Urban Interface and the Ember Zone

Ready, Set, Go! begins with a house that firefighters can defend

Defensible Space Works!

If you live next to a natural area, the Wildland Urban Interface, you should provide firefighters with the defensible space they need to protect your home. The buffer zone you create by removing weeds, brush and other vegetation helps keep the fire away from your home and reduces the risk from flying embers. Firewise Communities and other wildland fire preparedness education programs provide valuable guidance on property enhancements.







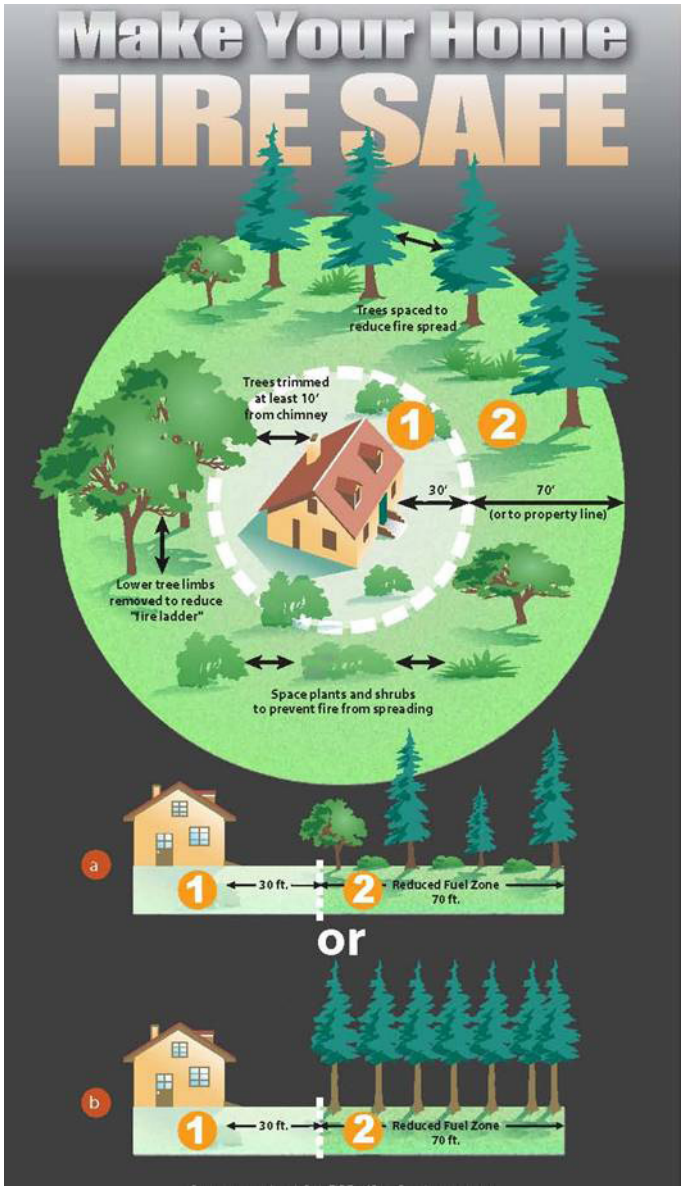




A home within one mile of a natural area is in the Ember Zone. Wind-driven embers can attack your home. You and your home must be prepared well before a fire occurs. Ember fires can destroy homes or neighborhoods far from the actual flame front of the wildland fire.

What is Defensible Space?

Defensible space is the required space between a structure and the wildland area that, under normal conditions, creates a sufficient buffer to slow or halt the spread of wildfire to a structure. It protects the home from igniting due to direct flame or radiant heat. Defensible space is essential for structure survivability during wildland fire conditions. For more information about defensible space zones and preparedness techniques within each, visit the Firewise Communities' website, www.firewise.org.



ZONE ONE

Zone One extends 30 feet out from buildings, structures, decks, etc.

- Remove all dead or dying vegetation.
- Trim tree canopies regularly to keep their branches a minimum of 10 feet from structures and other trees.
- Remove leaf litter (dry leaves or duff) from yard, roof and rain gutters.
- Relocate woodpiles or other combustible materials into Zone Two.
- Remove combustible material and vegetation from around and under decks.
- Remove or prune vegetation near windows.
- Remove "ladder fuels" (low-level vegetation that allows the fire to spread from the ground to the tree canopy). Create a separation between low-level vegetation and tree branches. This can be done by reducing the height of low-level vegetation and/or trimming low tree branches.

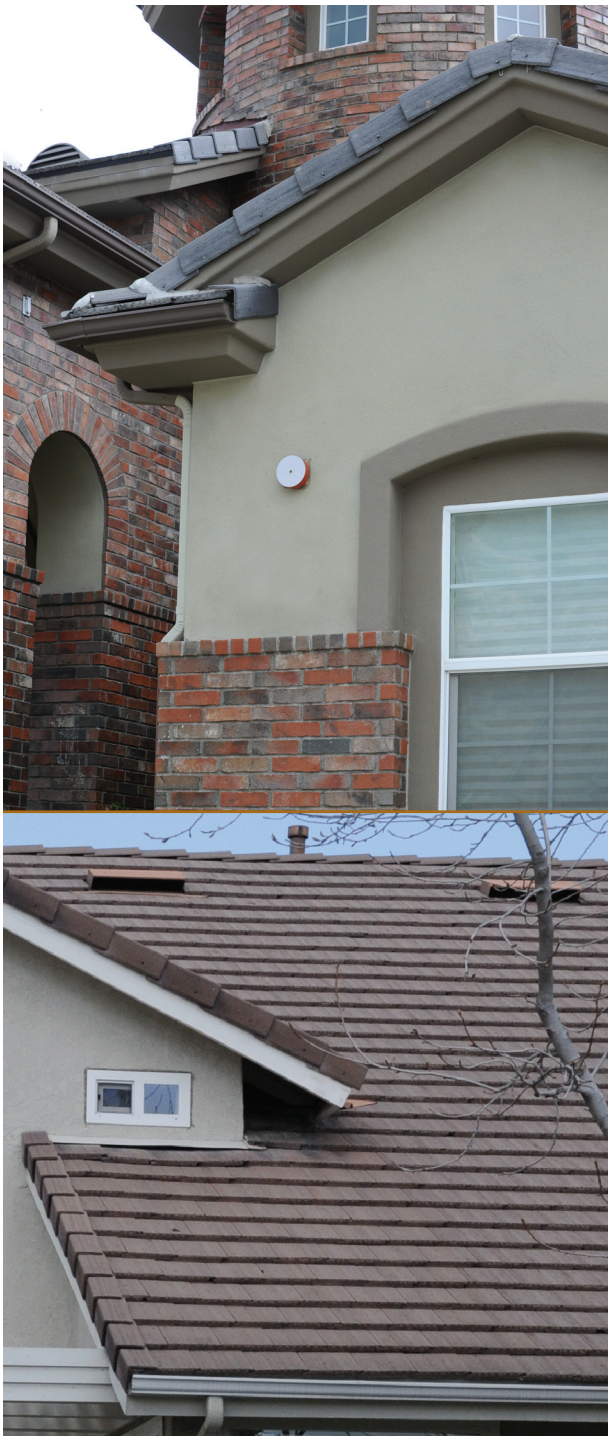
ZONE TWO

Zone Two extends 30 to 100 feet out from buildings, structures and decks. You can minimize the chance of fire jumping from plant to plant by removing dead material and thinning vegetation.

- Remove "ladder fuels."
- Cut or mow annual grass down to a maximum height of 4 inches.
- Trim tree canopies regularly to reduce continuity between branches and dense underbrush.

What is a Hardened Home?

Construction materials and the quality of the defensible space surrounding it are what gives a home the best chance to survive a wildland fire. Embers from a wildland fire will find the weak link in your home's fire protection scheme and gain the upper hand because of a small, overlooked or seemingly inconsequential factor. However, there are measures you can take to safeguard your home from wildland fire. While you may not be able to accomplish all the measures listed below, each will increase your home's, and possibly your family's safety and survival during a wildland fire.



ROOFS

Roofs are the most vulnerable surface where embers land because they can lodge and start a fire. Roof valleys, open ends of barrel tiles and rain gutters are all points of entry.

EAVES

Embers can gather under open eaves and ignite exposed wood or other combustible material.

VENTS

Embers can enter the attic or other concealed spaces and ignite combustible materials. Vents in eaves and cornices are particularly vulnerable, as are any unscreened vents.

WALLS

Combustible siding or other combustible or overlapping materials provide surfaces or crevices for embers to nestle and ignite.

WINDOWS and DOORS

Embers can enter gaps in doors, including garage doors. Plants or combustible storage near windows can be ignited from embers and generate heat that can break windows and/or melt combustible frames.

BALCONIES and DECKS

Embers can collect in or on combustible surfaces or the undersides of decks and balconies, ignite the material and enter the home through walls or windows.

To harden your home even further, consider protecting your home with a residential fire sprinkler system. In addition to extinguishing a fire started by an ember that enters your home, it also protects you and your family year-round from any fire that may start in your home.

Wildland Fire

Home Site and Yard:

Perform a FIREWISE assessment of your home.

Landscape with fire-resistant plants that have a high moisture content and are low-growing.

Keep woodpiles, propane tanks and combustible materials away from your home and other structures such as garages, barns and sheds.

Ensure that trees are far away from power lines.

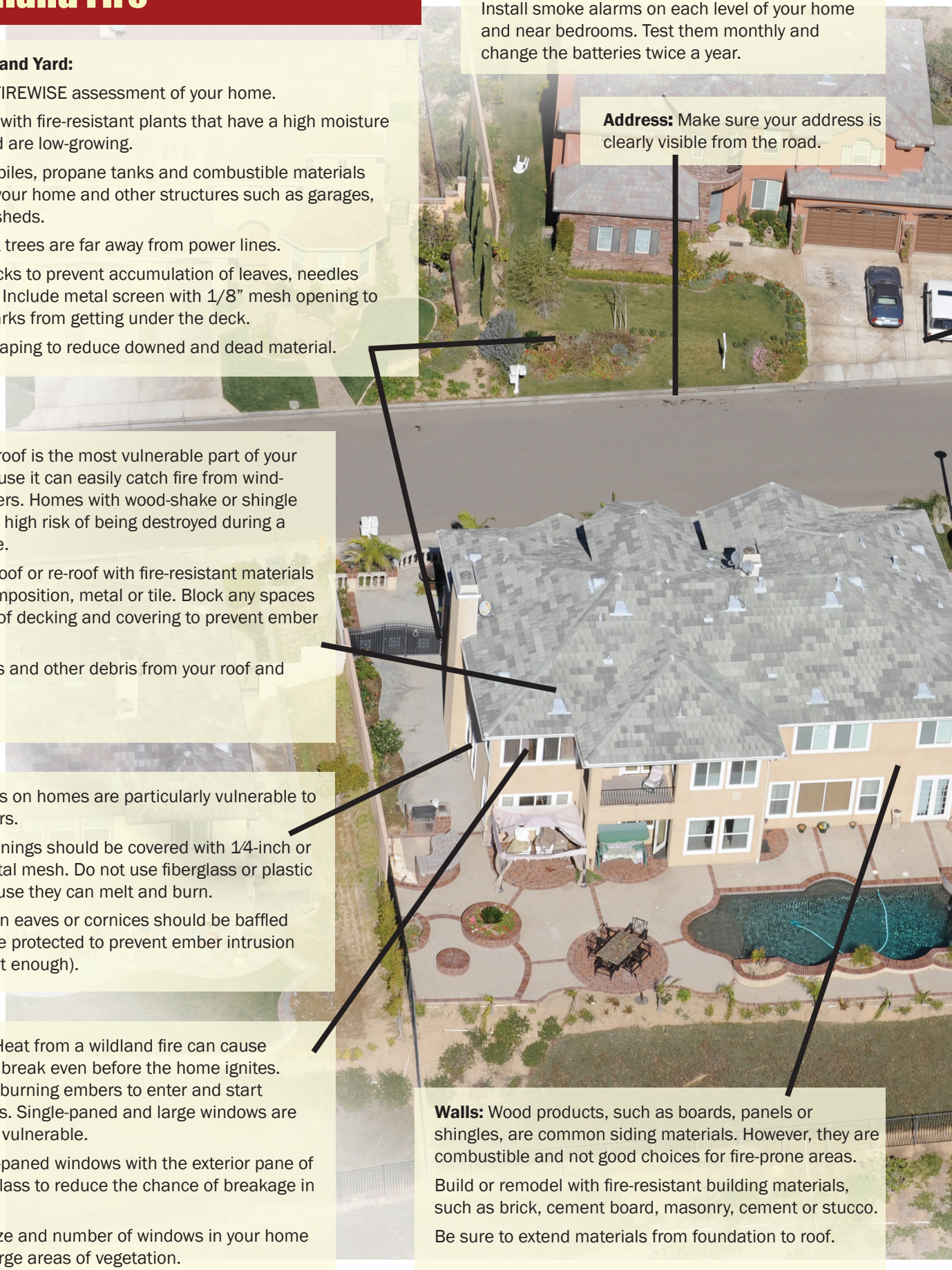
Enclose decks to prevent accumulation of leaves, needles and debris. Include metal screen with 1/8" mesh opening to prevent sparks from getting under the deck.

Trim landscaping to reduce downed and dead material.

Inside: Keep working fire extinguishers on hand.

Install smoke alarms on each level of your home and near bedrooms. Test them monthly and change the batteries twice a year.

Address: Make sure your address is clearly visible from the road.



Roof: Your roof is the most vulnerable part of your home because it can easily catch fire from wind-blown embers. Homes with wood-shake or shingle roofs are at high risk of being destroyed during a wildland fire.

Build your roof or re-roof with fire-resistant materials such as composition, metal or tile. Block any spaces between roof decking and covering to prevent ember intrusion.

Clear leaves and other debris from your roof and gutters.

Vents: Vents on homes are particularly vulnerable to flying embers.

All vent openings should be covered with 1/4-inch or smaller metal mesh. Do not use fiberglass or plastic mesh because they can melt and burn.

Attic vents in eaves or cornices should be baffled or otherwise protected to prevent ember intrusion (mesh is not enough).

Windows: Heat from a wildland fire can cause windows to break even before the home ignites. This allows burning embers to enter and start internal fires. Single-paned and large windows are particularly vulnerable.

Install dual-paned windows with the exterior pane of tempered glass to reduce the chance of breakage in a fire.

Limit the size and number of windows in your home that face large areas of vegetation.

Walls: Wood products, such as boards, panels or shingles, are common siding materials. However, they are combustible and not good choices for fire-prone areas.

Build or remodel with fire-resistant building materials, such as brick, cement board, masonry, cement or stucco.

Be sure to extend materials from foundation to roof.

Garage: Have a fire extinguisher and tools such as a shovel, rake, bucket and hoe available for fire emergencies.

Install a solid door with self-closing hinges between living areas and the garage. Install weather stripping around and under door to prevent ember intrusion.

Store all combustibles and flammable liquids away from ignition sources.

Driveways and Access Roads: Driveways should be designed to allow fire and emergency vehicles and equipment to reach your house.

Access roads should have a minimum 10-foot clearance on either side of the traveled section of the roadway and should allow for two-way traffic.

Ensure that all gates open inward and are wide enough to accommodate emergency equipment.

Trim trees and shrubs overhanging the road to a minimum of 13 1⁄2 feet to allow emergency vehicles to pass.

Non-Combustible Fencing: Make sure to use non-combustible fencing to protect your home during a wildland fire.
If you have a wood fence attached to your house, install a metal shield between the fence and your home.

Non-Combustible Boxed In Eaves: Box in eaves with non-combustible materials to prevent accumulation of embers.

Rain gutters: Screen or enclose rain gutters to prevent accumulation of plant debris.

Water Supply: Have multiple garden hoses that are long enough to reach any area of your home and other structures on your property. Have hoses on all four corners of your home to help firefighters defend your home.

If you have a pool or well, consider a pump.

Deck/Patio Cover: Use heavy timber or non-flammable construction material for decks.

Enclose the underside of balconies and decks with fire-resistant materials to prevent embers from blowing underneath.

Keep your deck clear of combustible items, such as baskets, dried flower arrangements and other debris.

The decking surface must be ignition resistant if it's within 10 feet of the home.

Chimney: Cover your chimney and stovepipe outlets with a non-flammable screen of 1⁄4-inch wire mesh or smaller to prevent embers from escaping and igniting a fire.

Make sure that your chimney is at least 10 feet away from any tree branches.

READY, SET, GO!

Create Your Own Action Guide

Now that you've done everything you can to protect your house, it's time to prepare your family. Your **Wildland Fire Action Guide** must be prepared with all members of your household well in advance of a fire. Use these checklists to help you gain a situational awareness of the threat and to prepare your Wildland Fire Action Guide. For more information on property and home preparedness before a fire threat, review the preparedness checklist on the Firewise Communities' website, www.firewise.org.

Ready – Preparing for the Fire Threat







- ☐ Create a **Family Disaster Plan** that includes meeting locations and communication plans and rehearse it regularly. Include in your plan the evacuation of large animals such as horses.
- ☐ Have fire extinguishers on hand and train your family how to use them.
- ☐ Ensure that your family knows where your gas, electric and water main shut-off controls are and how to use them.
- ☐ Plan several different evacuation routes.
- ☐ Designate an emergency meeting location outside the fire hazard area.
- ☐ Assemble an emergency supply kit as recommended by the American Red Cross.
- ☐ Appoint an out-of-area friend or relative as a point of contact so you can communicate with family members who have relocated.
- ☐ Maintain a list of emergency contact numbers posted near your phone and in your emergency supply kit.
- ☐ Keep an extra emergency supply kit in your car in case you can't get to your home because of fire.
- ☐ Have a portable radio or scanner so you can stay updated on the fire.

Set – Situational Awareness when a Fire Starts

- [ ] Evacuate as soon as you are set!
- [ ] Alert family and neighbors.
- [ ] Dress in appropriate clothing (i.e., clothing made from natural fibers, such as cotton, and work boots). Have goggles and a dry bandana or particle mask handy.
- [ ] Ensure that you have your emergency supply kit on hand that includes all necessary items, such as a battery powered radio, spare batteries, emergency contact numbers, and ample drinking water.
- [ ] Stay tuned to your TV or local radio stations for updates, or check the fire department Web site.
- [ ] Remain close to your house, drink plenty of water and keep an eye on your family and pets until you are ready to leave.

INSIDE CHECKLIST

- [ ] Shut all windows and doors, leaving them unlocked.
- [ ] Remove flammable window shades and curtains and close metal shutters.
- [ ] Remove lightweight curtains.
- [ ] Move flammable furniture to the center of the room, away from windows and doors.
- [ ] Shut off gas at the meter. Turn off pilot lights.
- [ ] Leave your lights on so firefighters can see your house under smoky conditions.
- [ ] Shut off the air conditioning.



OUTSIDE CHECKLIST

- [ ] Gather up flammable items from the exterior of the house and bring them inside (e.g., patio furniture, children's toys, door mats, etc.) or place them in your pool.
- [ ] Turn off propane tanks. Small tanks can be removed or drained.
- [ ] Don't leave sprinklers on or water running - they can waste critical water pressure.
- [ ] Leave exterior lights on.
- [ ] Back your car into the driveway. Shut doors and roll up windows.
- [ ] Have a ladder available.
- [ ] Patrol your property and extinguish all small fires until you leave.
- [ ] Seal attic and ground vents with pre-cut plywood or commercial seals if time permits.

IF YOU ARE TRAPPED: SURVIVAL TIPS

- [ ] Shelter away from outside walls.
- [ ] Bring garden hoses inside house so embers don't destroy them.
- [ ] Patrol inside your home for spot fires and extinguish them.
- [ ] Wear long sleeves and long pants made of natural fibers such as cotton.
- [ ] Stay hydrated.
- [ ] Ensure you can exit the home if it catches fire (remember if it's hot inside the house, it is four to five times hotter outside).
- [ ] Fill sinks and tubs for an emergency water supply.
- [ ] Place wet towels under doors to keep smoke and embers out.
- [ ] After the fire has passed, check your roof and extinguish any fires, sparks or embers.
- [ ] Check inside the attic for hidden embers.
- [ ] Patrol your property and extinguish small fires.
- [ ] If there are fires that you cannot extinguish with a small amount of water or in a short period of time, call 9-1-1.

Go – Leave Early

By leaving early, you give your family the best chance of surviving a wildland fire. You also help firefighters by keeping roads clear of congestion, enabling them to move more freely and do their job in a safer environment.

WHEN TO LEAVE

Leave early enough to avoid being caught in fire, smoke or road congestion. Don't wait to be told by authorities to leave. In an intense wildland fire, they may not have time to knock on every door. If you are advised to leave, don't hesitate!

WHERE TO GO

Leave to a predetermined location (it should be a low-risk area, such as a well-prepared neighbor or relative's house, a Red Cross shelter or evacuation center, motel, etc.)

HOW TO GET THERE

Have several travel routes in case one route is blocked by the fire or by emergency vehicles and equipment. Choose an escape route away from the fire.

WHAT TO TAKE

Take your emergency supply kit containing your family and pet's necessary items.



EMERGENCY SUPPLIES

The American Red Cross recommends every family have an emergency supply kit assembled long before a wildland fire or other emergency occurs. Use the checklist below to help assemble yours. For more information on emergency supplies, visit the American Red Cross Web site at www.redcross.org.

- ☐ Three-day supply of water (one gallon per person per day).
- ☐ Non-perishable food for all family members and pets (three-day supply).
- ☐ First aid kit.
- ☐ Flashlight, battery-powered radio, and extra batteries.
- ☐ An extra set of car keys, credit cards, cash or traveler's checks.
- ☐ Sanitation supplies.
- ☐ Extra eyeglasses or contact lenses.
- ☐ Important family documents and contact numbers.
- ☐ Map marked with evacuation routes.
- ☐ Prescriptions or special medications.
- ☐ Family photos and other irreplaceable items.
- ☐ Easily carried valuables.
- ☐ Personal computers (information on hard drives and disks).
- ☐ Chargers for cell phones, laptops, etc.

Note: Keep a pair of old shoes and a flashlight handy in case of a sudden evacuation at night.

Write up your Wildland Fire Action Guide and post it in a location where every member of your family can see it. Rehearse it with your family.

My Personal Wildland Fire Action Guide

During High Fire Danger days in your area, monitor your local media for information and be ready to implement your plan. Hot, dry and windy conditions create the perfect environment for a wildland fire. A list of current incidents can be found at http://www.ci.austin.tx.us/fact/default.cfm

Important Phone Numbers:

Out-of-State Contact: _____ Phone: _____

Work: _____ _____ _____

School: _____ _____ _____

Other: _____ _____ _____

Evacuation Routes: _____

_____

_____

Where to Go: _____

_____

Location of Emergency Supply Kit: _____

_____

Notes: _____

_____

_____

READY, SET, GO!

READY, SET, GO!

Residential Safety Checklist
Tips To Improve Family and Property Survival During A Wildland Fire

Home	Yes	No
1. Does your home have a metal, composition, or tile (or other non-combustible) roof with capped ends and covered fascia?	☐	☐
2. Are the rain gutters and roof free of leaves, needles and branches?	☐	☐
3. Are all vent openings screened with 1/8 inch (or smaller) mesh metal screen?	☐	☐
4. Are approved spark arrestors on chimneys?	☐	☐
5. Does the house have non-combustible siding material?	☐	☐
6. Are the eaves “boxed in” and the decks enclosed?	☐	☐
7. Are the windows made of at least double-paned or tempered glass?	☐	☐
8. Are the decks, porches and other similar areas made of non-combustible material and free of easily combustible material (e.g. plastic furniture, propane tanks)?	☐	☐
9. Is all firewood at least 30 feet from the house?	☐	☐

Defensible Space	Yes	No
1. Is dead vegetation cleared to the recommended defensible space area? (Consider adding distance due to slope of property.)	☐	☐
2. Is there separation between shrubs?	☐	☐
3. Are ladder fuels removed?	☐	☐
4. Is there a clean and green area extending at least 30 feet from the house?	☐	☐
5. Is there a non-combustible area within five feet of the house?	☐	☐
6. Is there separation between trees and crowns?	☐	☐

Emergency Access	Yes	No
1. Is the home address visible from the street?	☐	☐
2. Is the home address made of fire-resistant materials?	☐	☐
3. Are street signs present at every intersection leading to the house?	☐	☐
4. Are street signs made of fire-resistant materials?	☐	☐
5. Is flammable vegetation within 10 feet of the driveway cleared and are overhanging obstructions removed?	☐	☐
6. If a long driveway is present, does it have a suitable turnaround area?	☐	☐

Ready, Set, Go!
www.wildlandfireRSG.org

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and Take Appropriate Action on the Request from Travis County Health and Human Services and Veterans Service to Provide Materials to the Participants of Specific Family Support Services and Office of Children Services Programs in the Form of:

A) Calendars; and
B) Cleaning and Personal Hygiene Products.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
TCHHS&VS requests that the Court approve the purchase of pocket calendars and cleaning/personal hygiene products for qualified families/individuals participating in specific Family Support Service and Office of Children Services programs. If approved, staff suggests that individuals and their families may qualify for the distribution of these types of items by satisfying program participation guidelines.

Staff also requests that the Court direct the creation of line items for the specific purchase requested items and materials (6200 series).

STAFF RECOMMENDATIONS:
Staff recommends approval of this request as it would benefit individuals and families with relation to maintaining the health of their respective households, as well as in the scheduling appointments and meetings with staff and community partners.

ISSUES AND OPPORTUNITIES:

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

A. Calendars.
Families have frequent appointments, including: case coordinator home visits, visitation with their children, meetings with their CPS caseworker, counseling sessions, and doctor appointments for themselves and their children. It is critical that the families attend all scheduled appointments. Currently, program case coordinators provide a calendar that comes from various community partners. There is always an uncertainty of receiving them. Calendars are given to each enrolled family as a tool to teach families how to become organized, how to plan and time management. Additionally, the calendars contain first aid information and a CPR manual which could assist families in case of emergencies. In the past, Caseworkers have found it mutually beneficial for themselves and clients to be able to provide small pocket calendars, one which allows the client to be more successful maintaining their time. Pocket calendars are small and portable so they can be easily carried to appointments.

B. Cleaning Supplies/Personal Hygiene Products.
Families served by many of HHS&VS' programs have very limited income. Their limited budgets often leave them unable to consistently purchase household items beyond the basics necessities of food. Case Coordinators routinely provide basic cleaning supplies/personal hygiene products to families and instruct them on how to utilize the products to establish and maintain a sanitary home environment. This practice promotes a healthier lifestyle and facilitates an improvement in their living conditions. This can also result in CPS reunifying families. This practice is combined with training on budget, time management and any other need identified by the family and case coordinator.

FISCAL IMPACT AND SOURCE OF FUNDING:
If the court deems it appropriate to approve this request and the creation of new line items for these materials, staff will fund the line items internally within each Division's budget not to exceed $7,500.00 from each Division.

REQUIRED AUTHORIZATIONS:
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent

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

Sherri E. Fleming
County Executive
Travis County HHS&VS
(512) 854-4100
Fax (512) 279-1608

DATE: January 17, 2012

TO: Members of the Commissioners Court

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

SUBJECT: Request for Purchase of Materials

Proposed Motion:
Consider and Take Appropriate Action on the Request from Travis County Health and Human Services and Veterans Service to Provide Materials to the Participants of Specific Family Support Services and Office of Children Services Programs in the Form of:

A) Calendars; and

B) Cleaning and Personal Hygiene Products.

Summary and Staff Recommendations:
TCHHS&VS requests that the Court approve the purchase of pocket calendars and cleaning/personal hygiene products for qualified families/individuals participating in specific Family Support Service and Office of Children Services programs. If approved, staff suggests that individuals and their families may qualify for the distribution of these

types of items by satisfying program participation guidelines.

Staff also requests that the Court direct the creation of line items for the specific purchase requested items and materials (6200 series).

Staff recommends approval of this request as it would benefit individuals and families with relation to maintaining the health of their respective households, as well as in the scheduling appointments and meetings with staff and community partners.

Budgetary and Fiscal Impact:
If the court deems it appropriate to approve this request and the creation of new line items for these materials, staff will fund the line items internally within each Division's budget not to exceed $7,500.00 from each Division.

Issues and Opportunities:
A. Calendars.
Families have frequent appointments, including: case coordinator home visits, visitation with their children, meetings with their CPS caseworker, counseling sessions, and doctor appointments for themselves and their children. It is critical that the families attend all scheduled appointments. Currently, program case coordinators provide a calendar that comes from various community partners. There is always an uncertainty of receiving them. Calendars are given to each enrolled family as a tool to teach families how to become organized, how to plan and time management. Additionally, the calendars contain first aid information and a CPR manual which could assist families in case of emergencies. In the past, Caseworkers have found it mutually beneficial for themselves and clients to be able to provide small pocket calendars, one which allows the client to be more successful maintaining their time. Pocket calendars are small and portable so they can be easily carried to appointments.

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Background:
The Court has historically made a commitment to the public by funding Social Service activities through Travis County's General Fund, in addition to augmenting its investment through grants from the State and Federal government for the benefit of Travis County Residents.

cc: Andrea Colunga Bussey, Director, Office of Children's Services, TCHHSVS
Jim Lehrman, Director, Family Support Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Kathleen Haas, Financial Manager, TCHHSVS
Kendra Tolliver, Accountant Associate, TCHHSVS

Item 25

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By/Phone Number: Christy Moffett / 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 request to set public hearings to gather needs and project ideas to benefit the Village of Webberville and the unincorporated areas and to assist in the planning for the Program Year 2012 Action Plan for the Community Development Block Grant funds available from HUD:

A. The following public hearing dates for the public to provide input on community needs:
   1. Travis County Commissioners Courtroom at 9 am on February 21, 2012;
   2. Eastside Service Center at 6:30 pm on February 22, 2012;
   3. South Rural Community Center at 6:30 pm on February 23, 2012;
   4. Steiner Ranch Community Center at 9:00 am on February 25, 2012; and
   5. West Rural Community Center at 6:30 pm on February 27, 2012.

B. Approve the advertisement announcing the public hearing dates and in newspapers of general circulation: Austin Chronicle, Pflugerville Pflag, Hill Country News, Lake Travis View, North Lake Travis Log, Oak Hill Gazette, Westlake Picayune, The Villager, Ahora Si, and El Mundo.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the Federal government through the U.S Department of Housing sponsors a program that provides

Community Development Block Grants (CDBG) to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment and by expanding economic opportunities for low and moderate income persons. Since 2006, Travis County has received CDBG funds from HUD on an annual basis and is currently working under its second Consolidated Plan.

A. Each year HUD requires each grantee to develop an Action Plan specifying the activities to be undertaken with CDBG funds. For the program year 2012, which spans from October 1, 2012 through September 30, 2013, Travis County is expected to receive an estimated $896,762 in CDBG funds. Travis County must determine how the funds will be allocated, and to do so CDBG staff will work with the public, Travis County departments, and social service agencies to receive input on the community needs and proposed projects. Program Year 2012 marks the second Action Plan under the Program Year 2011-2013 Consolidated Plan.

   Staff has identified the following dates, times and locations for the public hearings:

   Travis County Granger Building
   Commissioners Courtroom — Tuesday, February 21@ 9:00 am
   314 W. 11th St.
   Austin, TX 78701

   Eastside Service Center — Wednesday, February 22 @ 6:30 pm
   6011 Blue Bluff Rd.
   Austin, Texas, 78724

   South Rural Community Center — Thursday, February 23 @ 6:30 pm
   3518 FM 973
   Del Valle, Texas, 78617

   Steiner Ranch Community Center — Saturday, February 25 @ 9:00 am
   1255 Country Trails Lane
   Austin, TX 78732

West Rural Community Center Monday, February 27 @ 6:30 pm
8656-A Hwy 71 W., Suite A
Oak Hill, Texas, 78735

Beginning on February 21, 2012, those that are not able to attend the public hearings will have an opportunity to provide their input in writing by filling out a Participation Form. This form will be available at the Travis County CDBG website www.co.travis.tx.us/CDBG, at one of the seven Travis County Community Centers, or by requesting the form be mailed.

B. Notification to the public of the public hearings must occur 14 days prior to the public hearings in newspapers of general circulation and must target the areas the grant serves – the Village of Webberville and the unincorporated areas of the county.

To meet these criteria, the following papers will be targeted for advertising in English.

The Villager	Pflugerville Pflag
Hill Country News	Lake Travis View
North Lake Travis Log	Oak Hill Gazette
West Lake Picayune	Austin Chronicle

To reach the Spanish speaking population, the ad will be advertised in the Spanish language newspapers *Ahora Sí* and *El Mundo*. Please see Attachment "A" for the proposed advertisement in English.
Refer to Attachments "A" & "B" for a copy of the notice.

STAFF RECOMMENDATIONS:
Staff recommends approval of the public hearing dates and advertisements.

ISSUES AND OPPORTUNITIES:

A. The changing of the precinct boundaries this year afforded staff the opportunity to review the normal locations of the public hearings. Travis County's Citizen Participation Plan requires that a public

hearing be held in each precinct which required a location change. Typically, one of the five public hearings is held at the Community Center in Pflugerville, however, that Center is now is precinct 1 resulting in a change of venue to the Steiner Ranch Community Center. Additionally, staff changed to Precinct 1 hearing to the Eastside Service Center as it is in the epicenter of the work the grant is doing in that area. This year also marks the first year that the County will plan for projects along with its first participating jurisdiction: The Village of Webberville.

B. Staff also reviewed the circulation areas and coverage of the newspapers typically used to advertise. The review found that Del Valle and Manor had gaps in coverage with no newspapers targeting those areas. As a result, staff are outreaching to a variety of governmental and non-governmental entities who maintain informational websites to determine how to add the public notices.

   Additionally, this year, the Program is recommending the expansion of The Villager newspaper to better outreach to the African American population on the eastside of the county.

   Finally, over the next couple of weeks, staff will work with the Village of Webberville to ensure postings and outreach to its residents.

   This work is being completed in conjunction with our normal outreach and notification efforts which include posting notices at all Travis County Community Centers, County website, TCTV-17, emails and postal mail to school district liaisons, neighborhood associations, former CDBG attendees and social service list serves.

FISCAL IMPACT AND SOURCE OF FUNDING:

The CDBG grant will pay for all the costs associated with the advertising as a part of its administration budget.

REQUIRED AUTHORIZATIONS:

None.

Updated 1-19-12, 4:15pm

PUBLIC NOTICE

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

INVITATION TO PARTICIPATE IN COMMUNITY NEEDS FORUMS THROUGHOUT THE MONTH OF FEBRUARY, 2012

Travis County invites the public to participate in community forums where residents will have an opportunity to present community needs and recommend projects for Community Development Block Grant (CDBG) funds for usage in the unincorporated areas of Travis County. The information collected in the forums will guide the selection of CDBG projects for the Program Year 2012 (October 2012 – September 2013).

The Community Development Block Grant (CDBG) program is funded by the United States Department of Housing and Urban Development (HUD) to benefit Travis County low- to moderate-income residents who live in the Village of Webberville or outside any other city limit. The program supports community development activities aimed at revitalizing neighborhoods, improving affordable housing options, and providing improved community facilities and services. For program year 2012, Travis County anticipates to receive approximately $896,762.

The forums will be held according to the following schedule:

FEBRUARY 2012						
TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY
FEBRUARY 21	FEBRUARY 22	FEBRUARY 23	24	FEBRUARY 25	26	FEBRUARY 27
9:00 am at the **Commissioners Courtroom** at Granger Building	**6:30 pm** at the **Eastside Service Center,** Town Hall	**6:30 pm** at the **South Rural Community Center** (Del Valle)		**9:00 am** at the **Steiner Ranch Community Center**		**6:30 pm** at the **West Rural Community Center** (Oakhill)
314 W. 11th St. Austin, Texas, 78701	6011 Blue Bluff Road, Austin, Texas 78724	3518 FM 973 Del Valle, Texas, 78617		12550 Country Trails Lane, Austin, Texas 78732		8656-A Hwy 71W, Oak Hill, Texas, 78735

Beginning February 21, 2012, if you can not attend any of the forums, you can participate by filling out a Participation Form found at the Travis County Website at www.co.travis.tx.us/CDBG/, at one of the seven Travis County Community Centers or by requesting that it be mailed to you by calling 512-854-3460.

For additional information contact Christy Moffett, at christy.moffett@co.travis.tx.us or call 512-854-3460. To request that an American Sign Language or Spanish interpreter be present at any of the public hearings, please contact staff at least five business days in advance.



NOTICIA PUBLICA

EL PROGRAMA DE SUBSIDIOS GLOBALES DE DESARROLLO COMUNITARIO (CDBG) DEL CONDADO DE TRAVIS

SOLICITAMOS SU AYUDA EN IDENTIFICAR LAS NECESIDADES COMUNITARIAS DEL CONDADO DE TRAVIS

El Condado de Travis invita al público a participar en foros comunitarios donde residentes tendrán la oportunidad de identificar necesidades comunitarias y de recomendar proyectos para el uso de los fondos del Programa de Subsidios Globales de Desarrollo Comunitario (CDBG) que se enfoca en las áreas no incorporadas del condado. La información recaudada en los foros guiará la selección de proyectos CDBG para el Año Programático 2012 (de Octubre 2012 a Septiembre 2012) y ayudará a determinar la prioridades de los fondos para los próximos tres Años Programáticos (de Octubre 2012 a Septiembre 2013).

El Programa de Subsidios Globales de Desarrollo Comunitario (CDBG) recibe fondos del Departamento de Vivienda y Desarrollo Urbano de los EE.UU. para beneficiar a residentes de bajos y medianos ingresos que viven en la Villa de Webberville o en las otras áreas no incorporadas del condado. El programa apoya actividades de desarrollo comunitarias que tienen como propósito revitalizar comunidades, mejorar opciones de viviendas y proporcionar servicios e instalaciones comunitarias mejoradas. Para el Año Programático 2012, el Condado de Travis anticipa recibir aproximadamente $896,762 en fondos CDBG.

Los foros públicos se llevarán a cabo de acuerdo al siguiente horario:

FEBRERO 2012						
MARTES	MIERCOLES	JUEVES	VIERNES	SABADO	DOMINGO	LUNES
FEBRERO 21	FEBRERO 22	FEBRERO 23	24	FEBRERO 25	26	FEBRERO 27
9:00 am en el **Edificio Granger de la Corte Comisionada del Condado**	**6:30 pm** en el **Centro Servicio del Este, Town Hall**	**6:30 pm** en el **Centro Comunitario Rural del Sur** (Del Valle)		**9:00 am** en el **Centro Comunitario de Steiner Ranch**		**6:30 pm** en el **Centro Comunitario Rural del Oeste**
314 W. 11th St. Austin, Texas, 78701	6011 Blue Bluff Road, Austin, Texas 78724	3518 FM 973 Del Valle, Texas, 78617		12550 Country Trails Lane, Austin, Texas 78732		8656-A Hwy 71 W Oak Hill, Texas, 78735

Comenzando al 21 de Febrero de 2012, si no puede asistir a los foros, usted puede participar llenando una Planilla de Participación ubicada en la página web www.co.travis.tx.us/CDBG/, en uno de los siete Centros Comunitarios del Condado de Travis, o puede solicitar que se le envie una planilla por correo llamando al (512) 854-3460.

Para mayor información comuníquese con Christy Moffet a través del e-mail christy.moffett@co.travis.tx.us o llamando al 512-854-3460. Para solicitar que haya un intérprete en español o de lenguaje americano de señas en alguna de estas reuniones, por favor contacte al personal por lo menos con cinco días hábiles de anterioridad.



Item 26

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, January 24, 2012
Prepared By/Phone Number: Deece Eckstein, 854-9754
Elected/Appointed Official/Dept. Head: Deece Eckstein, 854-9754
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE TRAVIS COUNTY APPOINTMENT TO THE CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY (CTRMA) BOARD OF DIRECTORS:

A. DETERMINE SHORT-LIST OF CANDIDATES TO BE INTERVIEWED BY THE COURT; AND,
B. CONSIDER LIST OF QUESTIONS TO BE ASKED OF EACH CANDIDATE DURING INTERVIEWS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: Backup materials to follow.

STAFF RECOMMENDATIONS: Backup materials to follow.

ISSUES AND OPPORTUNITIES: Backup materials to follow.

FISCAL IMPACT AND SOURCE OF FUNDING: Backup 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:

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

Steven Manilla
County Executive, Transportation and Natural Resources
Phone: 854-4929
Email: Steven.Manilla@co.travis.tx.us

Carol Joseph
Assistant Director, Transportation and Natural Resources
854-9418
Carol.Joseph@co.travis.tx.us

Leroy Nellis, Budget Director
Planning and Budget Office
Phone: 854-9106
Email: Leroy.Nellis@co.travis.tx.us

Charlie Watts
Senior Planner, Transportation and Natural Resources
854-9383
Email: Charlie.Watts@co.travis.tx.us

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

Item 27

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By/Phone Number: Loretta Farb/854-9230
Elected/Appointed Official/Dept. Head: Commissioner Sarah Eckhardt
Commissioners Court Sponsor: Commissioner Sarah Eckhardt

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON REAPPOINTMENT OF SARAH DALE ANDERSON TO THE HOUSING AUTHORITY OF TRAVIS COUNTY, TERM EFFECTIVE IMMEDIATELY THROUGH AUGUST 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached application.

STAFF RECOMMENDATIONS: See attached application.

ISSUES AND OPPORTUNITIES: See attached application.

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

January 13, 2012

Sarah Eckhardt
County Commissioner Court – Precinct 2

RE: Housing Authority of Travis County (HATC), Board Commissioner and
Strategic Housing Finance Corporation (SHFC), Director

Commissioner Eckhardt,

Please consider this letter a formal request to be considered for reappointment to the Housing Authority of Travis County (HATC) and Board Commissioner and Strategic Housing Finance Corporation (SHFC), Director positions.

My previous term of service to both Boards have been productive for the organizations and personally fulfilling. As you know HATC had faced many challenges prior to my appointment. I was privileged to step into the shoes of my predecessor who had charted a strong course for the organization. I believe that our work over the last year has been true to the direction you both set. To date, HATC has cleared all findings with HUD and has an approved plan with regard to addressing the final reconciliation of the accounting issues that had plagued the organization. Additionally, our independent audit this year, reiterated the enormous progress of the organization.

I look forward to now being able to not only help these organizations face the future challenges of potential federal budget cuts and other programmatic changes, but proactively address the needs of Travis County residents of modest means.

My goals with regard to service will continue to be as follows:

- Provide additional affordable housing policy, development, and administration expertise to the organization/s.
- Provide a working knowledge of similar agency administration procedures, including budgeting and performance measurement to the organization/s.
- Provide policy and technical direction to help the organization/s serve the community to the fullest extent possible.

I remain committed to serving a full term and attending 80% or more of the monthly meetings.

Thank you for your consideration to these re-appointments.

Sincerely,

Sarah Anderson

Sarah Anderson
512-554-4721

Application for Appointment

Board/Commission: Housing Authority of Travis County (HATC), Board Commissioner and Strategic Housing Finance Corporation (SHFC), Director

Name (Last, First, Middle): Anderson, Sarah (Dale) (Please note that Anderson is my married name, but that it has not been changed legally from Dale.)	
Home Address (Street, City, Zip): 8004 Havenwood Dr., Austin, 78759	Home Phone: 512-554-4721
Mailing Address (Street, City, Zip): same as above	Cell Phone: 512-554-4721
Employer: self (S. Anderson Consulting, S2A Development Consulting, LLC)	Email: sarah@sarahandersonconsulting.com
Occupation: Development Consultant	FAX Number: 512-233-2269

Are you a Travis County Resident? X Yes ☐ No

What Precinct do you live in? ☐ Precinct 1 X Precinct 2 ☐ Precinct 3 ☐ Precinct 4

How much time can you devote each month? ☐ 5-8 hours ☐ 13-16 hours ☐ 9-12 hours X More than 16 hours

Skills and Experience:

☐ Advertising	X Finance/ Budget	X Marketing
X Administration Management	☐ Fund Raising	X Operations
☐ Child Care	X Government	X Public Relations
X Consulting	☐ Health Care	☐ Public Safety
X Education	☐ Human Resources	X Public Speaking
X Event Planning	☐ Legal	☐ Sales
		X Writing/ Communication

X Other: Expert in affordable housing finance/development, as well as homebuyer education. Strong working knowledge of most federal, State, and local affordable housing programs including public housing and voucher systems.

Application for Appointment

Please describe your interest in serving on the Board/Commission and any qualifications, areas of expertise or special interests that relate to your possible appointment. Please specify any other board appointments (past or present) and length of service, if applicable.

I am currently a Principal of S2A Development Consulting, LLC and the President of S. Anderson Consulting, affordable housing consulting firms specializing in the production of affordable multifamily housing. Prior to opening these consulting firms I was was employed by the Texas Department of Housing and Community Affairs (TDHCA) for eight years. My final four years as the Director of the Center for Housing Research, Planning, and Communications. My primary responsibilities included the facilitation of planning and policy initiatives for all TDHCA programs, setting of and reporting on programmatic performance measures to federal and State governmental entities, as well as oversight of the Department's information and publication clearinghouse and the Communication divisions. As a result I have a high level of understanding of federal, State, and local housing programs – in both single family and multifamily capacities.

I would like to have more of an impact at the local level and believe that these positions are a good opportunity for me to use my expertise to help my community.

.

I am currently a Board member for the Texas Affiliation of Affordable Housing Providers (TAAHP), the trade association for affordable housing/tax credit developers in Texas, and an advisory committee member for the Texas Supportive Housing Coalition

Please submit your resume with this application, with references and contact information.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: Sarah Anderson Date: 9/15/10

SARAH DALE ANDERSON

1305 E. 6th St., Ste. 12
Austin, TX 78702
(512) 554-4721
www.sarahandersonconsulting.com

EXPERIENCE

November 2004 – Present
S. Anderson Consulting
President

October 2006 – Present
S2A Development Consulting, LLC
Principal

Affordable housing development consulting

- Development strategy including site selection, market analysis, unit mix and affordability determinations, financing option analysis
- Development feasibility analysis including financial analysis and deal structuring
- Application packaging including scoring analysis and full coordination of application materials
- Neighborhood and community relations
- Development and finance team coordination
- Development support/oversight including continued project management of development through construction completion

October 1996 – November 2004
Texas Department of Housing and Community Affairs
Director, Center for Housing Research, Planning, and Communications
(job titles from 1996-2000 included: technical writer, senior planner, manager)

- Development of planning documents required for both state and federal funding including the *State of Texas Low Income Housing Plan, TDHCA Housing Sponsor Report, TDHCA Property Inventory, State of Texas Consolidated Plan, TDHCA Strategic Plan, and TDHCA Public Housing Plan.*
- Development of the Department's Regional Allocation Formula, Affordable Housing Needs Score, TDHCA Community Needs Survey, and Statewide Needs Assessment.
- Oversight of the Department's Information Clearinghouse and Communications functions including the Department's web site, newsletter, publications, media relations, as well as consumer information, research, and mapping requests.
- Provide general direction, guidance, and assistance related to housing policies in program area(s). This includes helping to establish goals and objectives that support overall strategies, as well as plan/develop priorities and standards for achieving goals.
- Collecting and Reporting of the Department's performance measures.
- Under the guidance of the Executive Office, in conjunction with agency programs, plan, develop, implement, coordinate, and evaluate Department policies.
- Review results of investigations, audits, research studies, forecasts, and modeling exercises to provide direction and guidance.
- Testify at hearings, and legislative meetings.
- Work with Executive staff in the preparation, development, review, and revision of legislation and develop the agency position regarding legislative impact.
- Ensure that Department programs integrate new state laws and policy directives.
- Represents the agency at business meetings, hearings, legislative sessions, conferences, and seminars or on boards, panels, and committees. This currently includes the following: Promoting Independence Advisory Board, Aging Policy Resource Group, Home of Your Own Coalition, TX PHA Project, the Texas Community Reinvestment Workgroup, the Interagency Rural Workgroup, and the Secretary of State's Colonia Advisory Group.

- Serve on Department advisory groups including the Executive Award Review Advisory Committee, Central Database, IS Planning, and Uniform Application Committees.
- Facilitator for the Department's Disability Advisory Committee and Public Input Workgroup.
- Oversight of Project Access Voucher Program (de-institutionalization of persons with disabilities).
- Development and implementation of TDHCA Capacity Building Program, including the Texas Statewide Homebuyer Education Program (TSHEP) and Regional Development Coordinator (RDC) Initiative.
- Oversight of the Department's Speakers Bureau.
- Oversight of TDHCA consumer complaint processing system.
- Oversight of the CHDO certification process.
- Supervise PHA and general project certification of consistency with the Consolidated Plan.
- Assist with the development of Department budget.
- Preparation of division budget.

September 1995 – July 1996
Larry Peel Builder/Developer
Development/Sales Coordinator

- Responsible for on-site coordination of the sales and construction operations at the development of a 50+ unit luxury condominium project.
- Worked with marketing department to develop and implement sales strategies.
- Set finish out standards of quality and coordinated all finish out work.
- Determined schedules for work orders and move-ins.

January 1995 – June 1995
Texas Senate
Assistant Sergeant at Arms

- Worked with Senate Health and Human Services and State Affairs Committee staff: Ensured attendance of committee members, maintained committee action reports, and coordinated Senate committee support staff.
- Enforced Senate rules and ensured decorum on the Senate floor and in Senate Committee Hearings.
- Responsible for daily updates to Senate bill books, as well as distribution of legislative bills to Senate offices.

72nd Texas Legislative Session
Blue Cross and Blue Shield of Texas, Inc
Legislative Analyst

- Monitored Senate and House committees for relevant issues.
- Analyzed legislation and prepared legislative action reports for executive staff.
- General research related to the insurance industry.

BUSINESS AFFILIATIONS

- Board Member: Texas Affiliation of Affordable Housing Providers
- Member: Texas Supportive Housing Coalition.
- Founding Member: Texas Housing Forum and Texas Housing Colloquium

EDUCATION

Mount Holyoke College, South Hadley, MA

- Bachelor of Arts, May 1991

Sarah Anderson References

PROFFESIONAL

Edwina Carrington
Partner, Reznick Group
512-494-9100
Edwina.Carrington@reznickgroup.com

Royce Mulholland
The Mulholland Group
646-246-3217
rmulholland@tmg-housing.com

Lisa Stephens
Pinnacle Housing Group
352-213-8700
lisa@pinnaclehousing.com

PERSONAL

Sarah Andre
512-476-2533
sarah@s2adevelopment.com

Judith Dale
512-698-3222
Judith.Dale@house.state.tx.us

Michael Warner
512-680-3407
Mjwaus@aol.com

NON-CONFLICT OF INTEREST AFFIDAVIT

DEFINITION:

> "No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men by These Present

Sarah Dale has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified to clearly state that his/her appointment to Housing Authority of Travis County Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this the 13 day of January 2012

Sarah Dale
Signature of Appointee

1/13/12
Date

Personally appeared before the undersigned, Sarah Dale, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 13 day of January 2012.

(seal)

BRANDI MIYASHIRO
Notary Public, State of Texas
My Commission Expires
DECEMBER 22, 2012

Notary Public In and for The State of Texas

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By/Phone Number: Loretta Farb/854-9230
Elected/Appointed Official/Dept. Head: Commissioner Sarah Eckhardt
Commissioners Court Sponsor: Commissioner Sarah Eckhardt

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON REAPPOINTMENT OF SARAH DALE ANDERSON TO THE STRATEGIC HOUSING FINANCE CORPORATION BOARD OF DIRECTORS, TERM EFFECTIVE IMMEDIATELY THROUGH AUGUST 2017.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached application.

STAFF RECOMMENDATIONS: See attached application.

ISSUES AND OPPORTUNITIES: See attached application.

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

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By/Phone Number: Loretta Farb/854-9230
Elected/Appointed Official/Dept. Head: Commissioner Sarah Eckhardt
Commissioners Court Sponsor: Commissioner Sarah Eckhardt

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON REAPPOINTMENT OF SARAH DALE ANDERSON TO THE HOUSING AUTHORITY OF TRAVIS COUNTY, TERM EFFECTIVE IMMEDIATELY THROUGH AUGUST 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached application.

STAFF RECOMMENDATIONS: See attached application.

ISSUES AND OPPORTUNITIES: See attached application.

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A

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January 13, 2012

Sarah Eckhardt
County Commissioner Court – Precinct 2

RE: Housing Authority of Travis County (HATC), Board Commissioner and
Strategic Housing Finance Corporation (SHFC), Director

Commissioner Eckhardt,

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My previous term of service to both Boards have been productive for the organizations and personally fulfilling. As you know HATC had faced many challenges prior to my appointment. I was privileged to step into the shoes of my predecessor who had charted a strong course for the organization. I believe that our work over the last year has been true to the direction you both set. To date, HATC has cleared all findings with HUD and has an approved plan with regard to addressing the final reconciliation of the accounting issues that had plagued the organization. Additionally, our independent audit this year, reiterated the enormous progress of the organization.

I look forward to now being able to not only help these organizations face the future challenges of potential federal budget cuts and other programmatic changes, but proactively address the needs of Travis County residents of modest means.

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- Provide policy and technical direction to help the organization/s serve the community to the fullest extent possible.

I remain committed to serving a full term and attending 80% or more of the monthly meetings.

Thank you for your consideration to these re-appointments.

Sincerely,

Sarah Anderson

Sarah Anderson
512-554-4721

Application for Appointment

Board/Commission: Housing Authority of Travis County (HATC), Board Commissioner and Strategic Housing Finance Corporation (SHFC), Director

Name (Last, First, Middle): Anderson, Sarah (Dale) (Please note that Anderson is my married name, but that it has not been changed legally from Dale.)	
Home Address (Street, City, Zip): 8004 Havenwood Dr., Austin, 78759	Home Phone: 512-554-4721
Mailing Address (Street, City, Zip): same as above	Cell Phone: 512-554-4721
Employer: self (S. Anderson Consulting, S2A Development Consulting, LLC)	Email: sarah@sarahandersonconsulting.com
Occupation: Development Consultant	FAX Number: 512-233-2269

Are you a Travis County Resident? X Yes ☐ No

What Precinct do you live in? ☐ Precinct 1 X Precinct 2 ☐ Precinct 3 ☐ Precinct 4

How much time can you devote each month? ☐ 5-8 hours ☐ 13-16 hours ☐ 9-12 hours X More than 16 hours

Skills and Experience:

☐ Advertising	X Finance/ Budget	X Marketing
X Administration Management	☐ Fund Raising	X Operations
☐ Child Care	X Government	X Public Relations
X Consulting	☐ Health Care	☐ Public Safety
X Education	☐ Human Resources	X Public Speaking
X Event Planning	☐ Legal	☐ Sales
		X Writing/ Communication

X Other: Expert in affordable housing finance/development, as well as homebuyer education. Strong working knowledge of most federal, State, and local affordable housing programs including public housing and voucher systems.

Application for Appointment

Please describe your interest in serving on the Board/Commission and any qualifications, areas of expertise or special interests that relate to your possible appointment. Please specify any other board appointments (past or present) and length of service, if applicable.

I am currently a Principal of S2A Development Consulting, LLC and the President of S. Anderson Consulting, affordable housing consulting firms specializing in the production of affordable multifamily housing. Prior to opening these consulting firms I was was employed by the Texas Department of Housing and Community Affairs (TDHCA) for eight years. My final four years as the Director of the Center for Housing Research, Planning, and Communications. My primary responsibilities included the facilitation of planning and policy initiatives for all TDHCA programs, setting of and reporting on programmatic performance measures to federal and State governmental entities, as well as oversight of the Department's information and publication clearinghouse and the Communication divisions. As a result I have a high level of understanding of federal, State, and local housing programs – in both single family and multifamily capacities.

I would like to have more of an impact at the local level and believe that these positions are a good opportunity for me to use my expertise to help my community.

I am currently a Board member for the Texas Affiliation of Affordable Housing Providers (TAAHP), the trade association for affordable housing/tax credit developers in Texas, and an advisory committee member for the Texas Supportive Housing Coalition

Please submit your resume with this application, with references and contact information.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: Sarah Anderson Date: 9/15/10

SARAH DALE ANDERSON

1305 E. 6th St., Ste. 12
Austin, TX 78702
(512) 554-4721
www.sarahandersonconsulting.com

EXPERIENCE

November 2004 – Present
S. Anderson Consulting
President

October 2006 – Present
S2A Development Consulting, LLC
Principal

Affordable housing development consulting

- Development strategy including site selection, market analysis, unit mix and affordability determinations, financing option analysis
- Development feasibility analysis including financial analysis and deal structuring
- Application packaging including scoring analysis and full coordination of application materials
- Neighborhood and community relations
- Development and finance team coordination
- Development support/oversight including continued project management of development through construction completion

October 1996 – November 2004
Texas Department of Housing and Community Affairs
Director, Center for Housing Research, Planning, and Communications
(job titles from 1996-2000 included: technical writer, senior planner, manager)

- Development of planning documents required for both state and federal funding including the *State of Texas Low Income Housing Plan, TDHCA Housing Sponsor Report, TDHCA Property Inventory, State of Texas Consolidated Plan, TDHCA Strategic Plan, and TDHCA Public Housing Plan.*
- Development of the Department's Regional Allocation Formula, Affordable Housing Needs Score, TDHCA Community Needs Survey, and Statewide Needs Assessment.
- Oversight of the Department's Information Clearinghouse and Communications functions including the Department's web site, newsletter, publications, media relations, as well as consumer information, research, and mapping requests.
- Provide general direction, guidance, and assistance related to housing policies in program area(s). This includes helping to establish goals and objectives that support overall strategies, as well as plan/develop priorities and standards for achieving goals.
- Collecting and Reporting of the Department's performance measures.
- Under the guidance of the Executive Office, in conjunction with agency programs, plan, develop, implement, coordinate, and evaluate Department policies.
- Review results of investigations, audits, research studies, forecasts, and modeling exercises to provide direction and guidance.
- Testify at hearings, and legislative meetings.
- Work with Executive staff in the preparation, development, review, and revision of legislation and develop the agency position regarding legislative impact.
- Ensure that Department programs integrate new state laws and policy directives.
- Represents the agency at business meetings, hearings, legislative sessions, conferences, and seminars or on boards, panels, and committees. This currently includes the following: Promoting Independence Advisory Board, Aging Policy Resource Group, Home of Your Own Coalition, TX PHA Project, the Texas Community Reinvestment Workgroup, the Interagency Rural Workgroup, and the Secretary of State's Colonia Advisory Group.

- Serve on Department advisory groups including the Executive Award Review Advisory Committee, Central Database, IS Planning, and Uniform Application Committees.
- Facilitator for the Department's Disability Advisory Committee and Public Input Workgroup.
- Oversight of Project Access Voucher Program (de-institutionalization of persons with disabilities).
- Development and implementation of TDHCA Capacity Building Program, including the Texas Statewide Homebuyer Education Program (TSHEP) and Regional Development Coordinator (RDC) Initiative.
- Oversight of the Department's Speakers Bureau.
- Oversight of TDHCA consumer complaint processing system.
- Oversight of the CHDO certification process.
- Supervise PHA and general project certification of consistency with the Consolidated Plan.
- Assist with the development of Department budget.
- Preparation of division budget.

September 1995 – July 1996
Larry Peel Builder/Developer
Development/Sales Coordinator

- Responsible for on-site coordination of the sales and construction operations at the development of a 50+ unit luxury condominium project.
- Worked with marketing department to develop and implement sales strategies.
- Set finish out standards of quality and coordinated all finish out work.
- Determined schedules for work orders and move-ins.

January 1995 – June 1995
Texas Senate
Assistant Sergeant at Arms

- Worked with Senate Health and Human Services and State Affairs Committee staff: Ensured attendance of committee members, maintained committee action reports, and coordinated Senate committee support staff.
- Enforced Senate rules and ensured decorum on the Senate floor and in Senate Committee Hearings.
- Responsible for daily updates to Senate bill books, as well as distribution of legislative bills to Senate offices.

72nd Texas Legislative Session
Blue Cross and Blue Shield of Texas, Inc
Legislative Analyst

- Monitored Senate and House committees for relevant issues.
- Analyzed legislation and prepared legislative action reports for executive staff.
- General research related to the insurance industry.

BUSINESS AFFILIATIONS

- Board Member: Texas Affiliation of Affordable Housing Providers
- Member: Texas Supportive Housing Coalition.
- Founding Member: Texas Housing Forum and Texas Housing Colloquium

EDUCATION

Mount Holyoke College, South Hadley, MA

- Bachelor of Arts, May 1991

Sarah Anderson References

PROFFESIONAL

Edwina Carrington
Partner, Reznick Group
512-494-9100
Edwina.Carrington@reznickgroup.com

Royce Mulholland
The Mulholland Group
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Lisa Stephens
Pinnacle Housing Group
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lisa@pinnaclehousing.com

PERSONAL

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sarah@s2adevelopment.com

Judith Dale
512-698-3222
Judith.Dale@house.state.tx.us

Michael Warner
512-680-3407
Mjwaus@aol.com

NON-CONFLICT OF INTEREST AFFIDAVIT

DEFINITION:

"No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men by These Present

Sarah Dale has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified to clearly state that his/her appointment to Housing Authority of Travis County Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this the 13 day of January 2012

Sarah Dale
Signature of Appointee

1/13/12
Date

Personally appeared before the undersigned, Sarah Dale, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 13 day of January 2012.

(seal)

BRANDI MIYASHIRO
Notary Public, State of Texas
My Commission Expires
DECEMBER 22, 2012

Notary Public In and for The State of Texas

Item 29

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By/Phone Number: Melissa Velasquez, Judge's Office, x49555
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe, County Judge
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REAPPOINTMENT OF VELVA PRICE TO SERVE A TWO-YEAR TERM AS CIVIL SERVICE COMMISSIONER, EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Ms. Velva Price, is the Chair of the Civil Service Commission. Travis County has benefitted from her invaluable service for many years. She is happy to continue serving should the Court reappoint her for another term.

STAFF RECOMMENDATIONS:
Recommend approval.

ISSUES AND OPPORTUNITIES:
n/a

FISCAL IMPACT AND SOURCE OF FUNDING:
n/a

REQUIRED AUTHORIZATIONS:
n/a

Item 30

Travis County Commissioners Court Agenda Request

24

Meeting Date: January ~~10~~, 2012
Prepared By/Phone Number: Elizabeth Montgomery, 854-3124
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on revisions to Chapter One of the Travis County Code, Commissioners Court Rules of Procedure.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

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

DAVID A. ESCAMILLA
COUNTY ATTORNEY

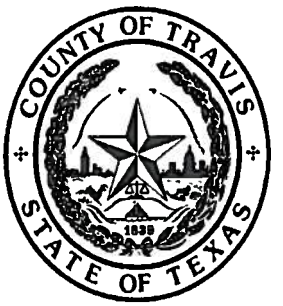
STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

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GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
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(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

January 5, 2012

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

Re: Committees and Boards Policy; Our File No. 61.561

Dear Judge Biscoe:

Enclosed you will find the revisions to Section 1.017 of the County Code, dealing with Appointments to Committees and Boards. I believe I have captured the direction the Commissioners Court provided on December 13, 2011.

I am providing you these changes along with several others to Chapter One that have been requested or are needed due to changes in County practice. Please contact me if you have any questions or comments on the Policy.

Sincerely,

John C. Hille, Jr.
Director, Transactions Division

JCH:erm

263573-1

Style Definition: Body (A)

Chapter 1. Commissioners Court Rules of Procedure

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1.001 Intent of Rules[1]

The following Rules of Procedure are adopted by the Travis County Commissioners Court as directory rules to promote the orderly conduct of its business and to make its formal methods of operation known to citizens who have business before the Court.

1.002 Meeting Place and Times[2]

(a) The Commissioners Court will meet routinely in the Commissioner's Courtroom, 1st Floor, Travis County Administration Building, 314 W. 11th Street, Austin, Texas. Commissioners Court, Executive Sessions, Public Hearings and other special meetings may be held at the following locations: Travis County Courthouse, 1000 Guadalupe, Travis County Courthouse Annex, N.L. Gault Building, 1010 San Antonio, City Council Chambers of all municipal governments in Travis County and School Board meeting rooms of all school districts in Travis County.

(b) The Commissioners Court will meet in a Voting Session at 9:00 a.m. on Tuesdays, unless special notice is given to the contrary.

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[1] Sections 1.001 through 1.004 amended 2/3/1998, Item 3
[2] Sections 1.001 through 1.004 amended 2/3/1998, Item 3

1.003 Preparation of Court Agenda [3] [4]

(a) Voting Session

(1) Requests for items to be placed on the Court's Voting Session Agenda must be received in the office of the County Judge, 5th floor, Travis County Administration Building, by 12:00 noon on Tuesdays, seven (7) days in advance of the Voting Session.

(2) An item to be considered by the Commissioners Court must be placed on the agenda by a member of the Court. The item must be presented to the Court member in the following manner:

(A) With an explanatory memorandum, in standard briefing format, from an County Executive ~~Manager~~ or an Elected Official, or, in the case of (1) purchases of items to be used by all departments and offices, or (2) a purchase wherein the County Executive ~~Manager~~ or Elected official requests that a routine item be handled by the Purchasing Agent, from the Purchasing Agent;

(B) If the agenda item is a purchase of a good or service, then it shall include documentation to reflect review and approval from the Purchasing Agent;

(C) If the agenda item involves a budget revision, then it shall include documentation to reflect review and comment from the Planning and Budget Office;

(D) If the agenda item involves a contract or needs a legal opinion to support the action proposed, then it shall include documentation to reflect review and comment from the County Attorney's Office;

(E) Commitment that all witnesses and individuals affected by the item, as determined by the Court member, have been notified the item will be placed on the agenda; and

(F) With a copy of any document required to implement the item that requires signature of the Judge or all members of the court.

(3) Requests to place items on the Court's agenda must be made ~~in writing~~ on a form provided by the County Judge's Office for that purpose.

(4) Written materials to be reviewed by the Commissioners Court in Voting Session must be submitted to the County Judge's Office in

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[3] Sections 1.001 through 1.004 amended 2/3/1998, Item 3

[4] Sections 1.003 and 1.004 amended 9/4/2001, Item 32.

completed form at the time the item is requested to be placed on the Court's agenda.

(5) Each Voting Session agenda will include an item called "Citizen's Communication". Citizens do not have to turn in agenda items before the Voting Session, but should appear in person at the session.

(6) The County Judge's office will prepare and distribute the Voting Session Agenda on Thursday preceding the date of the Voting Session. The County Judge's office will also distribute the agenda and all backup material to the commissioners Court no later than Thursday prior to the date of the Voting Session. An electronic version of the agenda will also be distributed by Thursday at 5:00 p.m. At least one copy of this backup material will be available for the public to review in the office of the County Judge.

(7) The County Judge's office will ensure compliance with the provisions of the Texas Open Meetings Law in posting notices of all the Court's meetings.

(8) The County Judge may group routine items without controversy together on the Court's Voting Session Agenda as "Consent Items", which items may be approved by the Court on a single motion and vote.

(A) Prior to consideration of the "Consent Items" the County Judge, or presiding member of the Court, will honor any request from any Court Member that an item be removed from the Consent Items and separately considered by the Court.

(B) Each Voting Session agenda item may, after discussion, be designated as "Consent", if appropriate, and included in the consent motion of the appropriate Voting Session. However, any single court member may prevent an item from being included in the Voting Session consent motion.

(9) Items that are likely to be discussed in Executive Session may be grouped on the agenda with an indication under which provisions of the Texas Open Meetings Law the Executive Session will be heard.

(10) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original documents of such contracts or agreements requiring County Judge or Commissioners Court signatures must be submitted no later than 12:00 noon on the Monday before the meeting.

1.004 General Rules[5] [6] [7]

(a) Person who gives testimony to the Commissioners court in Voting Session must first identify themselves by name and who, if anyone, or entity, they represent.

(b) All Voting Session, Public Hearings, and meeting of the Commissioners Court will be digitally~~audio tape~~ recorded and such recordings~~tapes~~ will be available for review by the public in the ~~office of the County Clerk~~Records Management Department for at least two years from the date of the meeting.

(c) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original copies of such contracts or agreements for signatures must be submitted at the time they are placed on the Court's agenda.

(d) ~~Except for Executive Sessions, all Voting Sessions, Public Hearings, and meetings of the Commissioners Court will be tape recorded and such tapes will be available for review by the public in the office of the County Clerk for at least two years from the date of the meeting.~~

(~~e~~d) Except for consultation with its attorneys under the provisions of Government Code section 551.071, all Executive Sessions of the Commissioners Court will be tape recorded and the recording shall be sealed and delivered to the custody of the County Treasurer to be held for at least two years from the date of the meeting. Tapes of Executive Session may only be reviewed as provided by law.

1.005 Amending or Suspending Rules

(a) These rules may be amended by majority vote of the Commissioners Court meeting in Voting Session.

(b) A rule may be suspended by majority vote of the Commissioners Court.

1.0051 Amending this Travis County Code~~Policies, Procedures, and Regulations Manual~~[8]

(a) This Travis County Code~~Policies, Procedures, and Regulations Manual~~ may, from time to time, be amended by order of the Commissioners Court of Travis County. All action to amend this Travis County Code~~Policies, Procedures,~~

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[5] Section 1.004 amended 4/8/1997, Item 6.

[6] Sections 1.001 through 1.004 amended 2/3/1998, Item 3

[7] Section 1.004 (a) amended 9/4/2001.

[8] Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9

and Regulations Manual shall conform to the requirements of this section and to all other requirements imposed by law, including all the requirements of this Travis County CodePolicies, Procedures, and Regulations Manual.

(b) Definitions. For the purposes of this section

(1) "Amendment" means any creation of a new policy, procedure, or regulation or an addition to or change of an existing policy, procedure, or regulation.

(2) "Policy" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe the conduct of one or more officials or employees of Travis County.

(3) "Procedure" means those rules of operation or administration adopted by the Commissioners Court for the purpose of standardizing the accomplishment or implementation of any policy or regulation.

(4) "Regulation" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe the conduct of persons generally, regardless of whether they are officials or employees of Travis County.

(c) Neither the Commissioners Court nor any of its employees shall take any action or make any attempt to enforce any policy or procedure which is not included in this Travis County CodePolicies, Procedures, and Regulations Manual.

(1) Regulations not contained in this Travis County CodePolicies, Procedures, and Regulations Manual may be enforced by the Commissioners Court and its employees, if such regulations are otherwise enforceable as a matter of law.

(2) Any employee of the Commissioners Court who becomes aware of the existence of a regulation which is not included in this Travis County CodePolicies, Procedures, and Regulations Manual shall immediately request that an agenda item be placed on the next available Commissioners Court agenda to amend this Travis County CodePolicies, Procedures, and Regulations Manual to include such unincluded regulation, in accordance with the procedures outlined in this section and in accordance with §1.003 hereof.

(d) Procedure for amending this Travis County Code Policies, Procedures, and Regulations Manual.

(1) Any Travis County official or employee desiring to amend this Travis County CodePolicies, Procedures, and Regulations Manual shall prepare the desired amendment in writing. The desired amendment

shall conform to this Travis County CodePolicies, Procedures, and Regulations Manual in form, style, and numbering system.

(2) The official or employee is encouraged to:

(A) Submit draft copies of the desired amendment to all other Travis County officials, County eExecutive managers, or department heads whose offices, areas of responsibility, or departments may or will be affected by the desired amendment and solicit their comments and advice concerning the desired amendment;

(B) Request the County Attorney to conduct a substantive legal review of the desired amendment; and

(C) Prepare an analysis of the fiscal impact the desired amendment is expected to have on the various budgets of Travis County and submit with the desired amendment a statement of any such expected fiscal impact.

(3) The official or employee shall submit the desired amendment to the Travis County Attorney in writing on paper and in Microsoft Word formaton three and one-half inch, high density computer disk or disks in ASCII format. If possible, the desired amendment should be submitted to the Travis County Attorney in Microsoft WordWordPerfect for Windows format.

(4) The Travis County Attorney shall review the desired amendment to insure that it conforms to this Travis County CodePolicies, Procedures, and Regulations Manual in form, style, and numbering system.

(A) If the Travis County Attorney finds that the desired amendment fails in any way to conform to the form, style, or numbering system of this Travis County CodePolicies, Procedures, and Regulations Manual, the Travis County Attorney shall return it to the official or employee together with written advice concerning the way or ways in which it fails to conform or, at the discretion of the Travis County Attorney and with the consent of the official or employee, the Travis County Attorney may change the desired amendment to conform to the form, style, and numbering system of this Travis County Code Policies, Procedures, and Regulations Manual.

(5) If the desired amendment conforms to the form, style, and numbering system of this Travis County Code Policies, Procedures, and Regulations Manual, the Travis County Attorney shall forward the paper and Microsoft Wordcomputer disk copies of the desired amendment to the Travis County Judge or, at the request of the official

or employee, to another member of the Commissioners Court, together with a written opinion that the desired amendment conforms to the form, style, and numbering system of this Travis County Code~~Policies, Procedures, and Regulations Manual~~ and a request that it be placed on the agenda of the Commissioners Court on a date selected by the official or employee desiring the amendment. Neither the opinion regarding conformity to form, style, and numbering system nor the agenda request itself shall be construed to indicate that the Travis County Attorney has reviewed the substance of the desired amendment or that the Travis County Attorney supports the adoption of the desired amendment.

(6) Upon receipt of a desired amendment in writing on paper and Microsoft Word~~computer disk~~, together with the opinion of the Travis County Attorney regarding conformity to form, style, and numbering system and an agenda request, the Travis County Judge shall treat it as an agenda request pursuant to □1.003 hereof. The Travis County Judge shall not place a desired amendment on the agenda of the Commissioners Court unless he is in receipt of an opinion of the Travis County Attorney that the desired amendment conforms to the form, style, and numbering system of this Travis County Code~~Policies, Procedures, and Regulations Manual~~ and an agenda request therefore.

(7) Upon adoption of an amendment by the Commissioners Court, the Travis County Judge shall forward the amendment in writing on paper and Microsoft Word~~computer disk~~ to the Travis County Clerk, by immediately handing the paper and Microsoft Word~~disk~~ to the Clerk or her representative in the meeting room of the Commissioners Court.

(8) Upon receipt of an amendment from the Travis County Judge, the Travis County Clerk shall cause the amendment to be added to the official copy of this Travis County Code~~Policies, Procedures, and Regulations Manual~~.

1.0052 The Official Copy of the Travis County Code~~Policies, Procedures, and Regulations Manual~~[9]

(a) The Travis County Clerk shall be the custodian of the official copy of the Travis County Code~~Policies, Procedures, and Regulations Manual~~.

(b) The Travis County Clerk shall cause to be published copies of the Travis County Code~~Policies, Procedures, and Regulations Manual~~.

[9] Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9

(c) The Travis County Clerk shall make copies of the Travis County CodePolicies, Procedures, and Regulations Manual available to the public and to all Travis County officials and department heads.

(1) The Travis County Clerk shall charge members of the public an amount equal to the actual cost of publishing the copies of the Travis County CodePolicies, Procedures, and Regulations Manual which they receive.

(2) The Travis County Clerk shall withhold delivery of a copy of the Travis County CodePolicies, Procedures, and Regulations Manual to a member of the public until she has received the authorized charge therefore.

(3) In the event of any dispute about the actual cost of publishing, such actual cost of publishing shall be determined by the Travis County Auditor.

(d) Each time the Travis County Clerk distributes a copy of the Travis County CodePolicies, Procedures, and Regulations Manual, she shall determine whether the person to whom she is distributing the copy desires to receive any future amendments, as defined in section 1.0051(b)(1) hereof. Each person who desires to receive copies of future amendments shall be a "registered holder of the CodeManual" and shall receive a "registered copy of the CodeManual." The Travis County Clerk shall number each registered copy of the CodeManual. She shall keep an accurate record of the name and address of each registered holder of the CodeManual. Any registered holder of the CodeManual may change the name or address of the registered holder of their CodeManual or CodeManuals by written notification to the Travis County Clerk designating specifically the name and address of the new registered holder of each registered copy of the CodeManual by number of the copy.

(1) The Travis County Clerk shall charge an annual subscription fee to registered holders of the CodeManual who are not Travis County officials, County Eexecutive managers, or department heads, hereinafter referred to as "private registered holders."

(2) The annual subscription fee shall be in the amount estimated to be the actual cost of publishing and distributing the amendments.

(3) The Travis County Clerk shall refuse to deliver a registered copy of the CodeManual to a private registered holder, unless she receives the annual subscription fee for the first year in advance. At the beginning of subsequent years, she shall provide all private registered holders with a statement of the annual subscription fee for the coming year and shall not deliver amendments to any private registered holder for that year, unless she receives the annual subscription fee for that

year in advance. Any registered copies which have not received copies of the amendments for a period of one (1) year shall be deleted from the list of registered copies.

(4) In the event of dispute about the estimated cost of publishing and distributing the amendments, the estimated cost of publishing and distributing shall be determined by the Travis County Auditor.

1.006 (Available for Expansion)[10]

1.007 ~~Road District Policy Procedures (Attached)~~(Available for Expansion)[11]

1.008 Partial/Periodic Reduction of Performance Security

(a) The Travis County Judge is hereby authorized to execute statements of partial and/or periodic reductions of the amounts of letters of credit posted for the completion of subdivision street and drainage improvements when provided with the following:

(1) a Lender's certified statement of amounts paid for completed work;

(2) a Professional Engineer's certification of quantities of work completed;

(3) a contractor's receipt of payment for work completed;

(4) an inspection report from TNR~~P.I.T.D.~~ indicating the completion of that portion of the work represented by the Contractor's invoice;

(5) the approval of the Commissioner in whose precinct the subdivision is located; and

(6) the approval of the County Executive for TNR~~P.I.T.D. Director~~.

(b) The reduction shall be for no more than ninety percent (90%) of the estimated quantities of the work completed to County specifications and shall not exceed ninety percent (90%) of the construction security.

1.009 – 1.012 (available for expansion)[12]

1.013 Tax Collector's Determination of Possible Delinquent Taxes Owed by Vendors/Providers

The Tax Collector's Office will review all contract vendor/providers to determine whether the vendor/provider owes delinquent property taxes. (added 04/29/87)

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[10] Section 1.006 was rescinded 9/7/1988, Item #8.

[11] See Chapter 83

[12] Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9

1.014 Robert's Rules of Order

The Commissioners Court adopts Robert's Rules of Order as the official rules unless otherwise dictated by State law.

1.015 (available for expansion)[13]

1.016 Department Reorganization Guidance Procedures

(a) Problem Identification. In this phase, we would be presented with an explanation of problems which affect the performance and/or cost of the agency. Alternatives for solving those problems would be explored, and if reorganization was a possible solution, we would be given a specific explanation of why the administrative reorganization is the desired alternative.

(b) Assuming Phase A indicated that reorganization was appropriated, an organization chart would be developed which would result in the most functional and cost-effective approach. In this phase no consideration will be given to the existing personnel and their current job positions. The idea is to develop the best, most streamlined organization we can, without deliberately creating or eliminating positions based on the personalities currently employed by the agency. The budget and performance impact of the reorganization would be considered in adopting a reorganization plan. When the plan is adopted, formal job descriptions would be written (or amended) for the entire agency.

(c) Analyze Effect on Current Employees. Once an organization plan is adopted, the administrator of the department will report to the Commissioners Court what effect he/she believes the reorganization will have on current personnel. In other words, which employees are to be transferred to new positions, which employees may have a job description change, and which employees may not have jobs remaining after the reorganization is implemented. The Commissioners Court will encourage (but not require) that preference be given to current employees for new jobs to prevent lay-offs. Current employees should be given some extra credit applying for these jobs and should be given training if feasible to qualify for the jobs.

(d) Prepare Transition Plan. In addition to our Reduction-in-Force (RIF) Policy, a transition plan would be prepared showing when the reorganization would actually take effect (perhaps in stages), what changes (office moves, equipment, etc.) need to be made prior to implementation, training and orientation sessions, budget changes, and so forth. Notice would be given to

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[13] Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9

every employee explaining the effect of the reorganization on them and the date such change would occur.

1.017 Commissioners Court Appointments to Committees and Boards[14]

(a) Procedure for Appointing Court Members to Entities~~Soliciting Interested Applicants~~

(1) When any member of the Commissioners Court becomes aware of a committee vacancy, he/she shall notify the County Judge's office. The County Judge's office shall be the central repository for all committee information, including vacancies. In December of each year, the County Judge's office will provide a copy of the comprehensive list of appointments made by the Commissioners Court showing the name of the board or commission, the name~~, address, and phone number~~ of each appointee, ~~the name(s) of the nominating member(s) of the Commissioners Court,~~ and the date of expiration of each appointment.

(2) The County Judge will schedule an Item in January each year for the Commissioners Court to consider each appointment.

(b) Procedure for Appointing Member of the Public to Entities

(1) Uniform Appointment Process

(A) The Uniform Appointment Process (UAP) will be used for the following Boards and Committees:

1. Capital Metro Board of Directors
2. Central Texas Regional Mobility Authority Board of Directors
3. Integral Care Board of Directors
4. Central Health Board of Managers
5. Travis Central Appraisal District Board of Directors
6. Travis County Housing Authority

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[14] Section 1.017 was amended 2/27/1996, Item 6

(B) Reappointments. Before expiration of a term, or upon a vacancy arising for an organization subject to this UAP, the County Judge shall schedule a Commissioners Court Agenda Item for a Call for Applications as described below in (C), or in the case of an existing organization member, instruct the Coordinator for Intergovernmental Relations (IGR) to determine if the member desires to continue for an additional term, and contact the organization to determine if the member has a good attendance of meetings and is a good contributor to the organization. Should the Coordinator for IGR submit an acceptable report to the County Judge, the County Judge shall schedule for Commissioners Court the consideration of the re-appointment.

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(C) Call for Application.

(i) In all other cases other than the process set out in subsection (B) the Commissioners Court shall order a Call for Applications.

(ii) Should the Commissioners Court order a Call, Records Management will advertise on the County website the position offered, the position criteria required by statute, regulation or contract, the Standard Application, a description of this UAP, and any preferred qualification or skill sets desired by the Court. The position will be advertised for a period of one (1) month unless the Commissioners Court directs a different time period. Records Management may bi-annually, request the Commissioners Court to update the Standard Application and criteria for each position.

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(iii) Records Management will forward all applications received to IGR for processing.

(iv) IGR will coordinate with any County Executive(s) the Commissioners Court directs for an appointment.

(v) IGR and the County Executive(s) will verify the applicants meet the criteria and the deadlines; then short list the Applicants to a number of candidates for interview by the Commissioners Court; and forward the names to the County Judge.

(vi) The County Judge will schedule a Commissioners Court Agenda Item to determine a date(s) for interviews for the candidates which the Commissioners Court chooses to interview.

(vii) After interviews, the Commissioners Court may appoint an interviewee to the organization, or make another Call for Applications.

(viii) The Commissioners Courts motion to appoint or reappoint the member will include the beginning and ending dates of the term to which they are appointed.

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(2) All Other Appointments

~~(2)~~ ~~(A)~~ The County Judge's office, with the assistance of the Commissioner's offices, will ~~accept the responsibility of compiling~~ maintain a mailing list of all community, neighborhood, civic organizations, etc. whose memberships may be interested in serving on Travis County committees. This list will be used to notify interested persons of the Travis county committees, their purpose and current or upcoming vacancies, and to provide them with a contact for additional information. In addition to the mailing list, utilization of the county's media department, as well as featured media stories, would be made to further advertise committee information and vacancies.

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~~(3)~~ ~~(B)~~ Application for appointment will be collected by any member of the Commissioners Court, with the original being provided to the County Judge's office for central record keeping purposes.

~~(4)~~ ~~(C)~~ Items regarding committee appointments will be routinely placed on the Commissioners Court agenda for action. Appropriate applications will be provided as back-up material prior to court action. The deadline for placing items on the Commissioners Court agenda will apply to the committee appointments as well.

~~(5) Posting of vacancies at various public locations may also be done.~~

~~(b)~~ ~~(D)~~ Procedure for Commissioners Court Appointments

~~(1)~~ ~~(i)~~ When the Court has five (or multiples of 5) appointments to make, each member of the Court will nominate one, or for multiples, an equal number.

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~~(2)~~ ~~(ii)~~ When the Court has four (or eight) each Commissioner will nominate one (or equal number).

~~(3)~~ ~~(iii)~~ When the Court has three (six or nine) appointments to make, the County Judge will nominate one (two or three) the Commissioners from Precincts 1 and 4 will jointly nominate one

(two or three), and the Commissioners from Precincts 2 and 3 will jointly nominate one (two or three).

~~(4)~~ (iv) When the Court has two appointments to make, the Commissioners from Precincts 1 and 4 will jointly nominate one, and the commissioners from Precincts 2 and 3 will jointly nominate one.

~~(5)~~ (v) When the Court has one appointment to make, any member of the Court may nominate someone. To assist in this appointment, the County Judge's office will send a notice one month in advance of the expiration of such an appointee's term to the County Commissioners, indicating the name, position, and date the term expires. No sooner than two weeks after such notice is sent, but preferably prior to the expiration of the term, the County Judge will sponsor a generically worded item on the Commissioners Court agenda indicating the name of the board or commission on which there is a vacancy. During the Commissioners Court meeting on this agenda item, any member of the Commissioners Court can nominate someone for the appointment, which will then be voted upon by the Commissioners Court.

~~(6)~~ (vi) Regardless of who makes a nomination, all Court members will use their appointments to insure fair and appropriate representation of the community on boards and commissions.

1.018 ~~Program Resolution Establishing Travis County Risk Management Fund~~ (Available for Expansion)

1.019 County Vehicle Usage Policy[15]

(a) Administrative Responsibility

(1) The responsibility and authority to control use of County vehicles is assigned by the Commissioners Court to the Elected or Appointed Official or County Executive ~~Manager~~ to whom the vehicle has been appropriated. For example, the County Executive ~~Manager~~ for Health and Human Services is authorized to control the use of vehicles assigned to Health and Human Service, Veterans Service and Agrilife Extension departments, ~~and specifically to the Rural Community Action Program,~~ and the County Executive ~~Manager~~ for Transportation and Natural Resources is authorized to control the use of vehicles assigned to the central Vehicle Maintenance Program.

[15] Section 1.019 was replaced 11/25/08, Item 14.

(2) Subject to Chapter 40 of this Travis County Code~~Policies, Procedures, and Regulations Manual~~ relating to the use of county-owned passenger vehicles while off-duty, elected or appointed officials or County e~~E~~xecutive ~~manager~~s decide which, if any, of their employees are authorized to take County vehicles home, based on the following criteria:

(A) Significant improvement in the efficiency and effectiveness of our service to the public through:

(i) After hours service

(ii) Less cost to taxpayers

(iii) Ability to respond in emergencies or to public safety issues.

(iv) Availability of specific equipment attached to County vehicles.

(3) Department Heads are expected to monitor the use of County vehicles and to take appropriate corrective measures in the event of abuse, policy violation or loss of justification.

(4) The elected or appointed officials or County e~~E~~xecutive ~~manager~~s will decide how to monitor the use of County vehicles and take appropriate action in the event of abuse or policy violation.

(5) County employees authorized to take home County vehicles will be identified to Commissioner's Court yearly, by each department, as part of the budget process.

(6) County employees who are authorized to take home vehicles shall not use such vehicles for personal use.

(b) Use by Other County Departments

(1) With the approval of the elected or appointed official or County e~~E~~xecutive ~~manager~~ to whom a vehicle has been appropriated by the Commissioners Court, vehicles may be loaned to other County offices or departments for public purposes.

(2) When vehicles are loaned for a use outside the department to which they were appropriated by the Commissioners Court, the responsible department or office shall make a log showing the County office or department using the vehicle, the purpose and destination of the trip, the beginning and ending date and time of use, the beginning and ending odometer reading, and the name of the County employee(s) who will operate the vehicle.

(3) Use of vans by 4-H C.A.P.I.T.A.L. Project

(A) The Director of the Travis County AgriLife~~cultural~~ Extension Service shall be authorized by the Commissioners court to designate any person within the 4-H C.A.P.I.T.A.L. Project to drive vans owned by Travis County whether or not the person so designated is paid directly from Travis County funds.

(B) Any person so designated by the Director of the Travis ~~c~~County AgriLife~~cultural~~ Extension Service shall be deemed an "employee" of Travis county for the sole purpose of bringing such person within the scope of coverage under the Travis County Risk Management Organization and Administration Policy.

(C) Authorization shall continue in full force and effect until amended or revoked by the Travis County Commissioners Court.

(c) Prohibited Use

(1) County vehicles may not travel outside the State of Texas at any time.

(2) County vehicles may not be operated by anyone other than a current Travis County employee who holds a valid Texas driver's license as appropriate for the occasion.

(3) County vehicles may not be used if the State inspection has expired, or if in the judgment of County Executive ~~Manager~~ for Administrative Operations or responsible elected or appointed official or County ~~e~~Executive ~~manager~~, the vehicle is unsafe for use.

(4) Except as may be authorized by Chapter 40 of this Travis County Code~~Policies, Procedures, and Regulations Manual~~, no County employee is authorized to routinely take home within Travis or surrounding counties, or otherwise use a County-owned vehicle for personal reasons unless expressly authorized by a Budget Amendment approved by the Commissioner's Court. To enable emergency response after hours, an elected or appointed official or County ~~e~~Executive ~~manager~~ may authorize other County employees to take home a County-owned vehicle within Travis or surrounding counties during the emergency period.

(d) This □1.019 is subject to and shall be construed in accordance with Chapter 40 of this Code.

(e) Citations. A citation includes all written orders from law enforcement for vehicle violations including traffic violations, violations recorded by cameras at red lights and non-traffic or non-moving vehicle violations like parking violations for misdemeanor offences.

(1) An employee operating a county vehicle is responsible for obeying all laws related to operating and parking the vehicle.

(2) If a citation is issued as a result of the employee's failure to operate or park the County vehicle legally, the employee is responsible for notifying their immediate supervisor and providing their immediate supervisor with a copy of the citation within twenty-four hours.

(3) The immediate supervisor of the employee shall complete an Affidavit of Non-Liability and send it to the entity issuing the citation to inform that entity that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for any penalties resulting from the citation.

(4) The employee is responsible for paying for all the penalties resulting from the citation received, including fines, fees, penalties, court costs and any other related penalties.

(5) Failure to report citations and/or failure to pay citations will lead to disciplinary action up to and including termination.

(6) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive ~~Manager~~.

(f) Use of Toll Road

(1) Only authorized County emergency vehicles may use toll roads. Elected and Appointed Officials shall annually submit a list of emergency vehicles authorized to use toll roads to the County Fleet Manager. The County Fleet Manager submits this list to the appropriate Toll Authorities.

(2) County Employees using non-emergency County Vehicles on official County Business are expected to use alternative non-toll routes. If an employee uses a toll road for either official County business or other approved use, the employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.

(3) If an employee uses a personal vehicle on County business, that employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.

(4) If an employee incurs charges resulting from the unauthorized use of toll roads that result in a liability to Travis County, including tolls,

invoice fees, fines, court cost and any other related penalties; the employee is responsible for paying for them. The employee is responsible for informing their immediate Supervisor of any possible charge or penalty and providing their immediate supervisor with a copy of any citation within twenty-four hours.

(5) The immediate Supervisor of the employee shall complete an Affidavit of Non-Liability and sent it to the appropriate toll authority to inform it that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for the tolls and any penalties related to non-payment of tolls.

(6) Failure to pay tolls or report and pay citations resulting from non-payment of tolls may lead to disciplinary action up to and including termination.

(7) Unauthorized use of toll roads may lead to disciplinary action up to and including termination.

(8) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive ~~Manager~~.

1.020 Policy for Naming New Travis County Facilities[16]

(a) Purpose: To develop written guidelines for naming Travis County Facilities in open and more efficient manner.

(b) Procedure

(1) At any time a Travis County facility is to be named, the Commissioners Court will issue a call for recommendations, provide notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.

(2) Recommendation by a Private Citizen and/or Group. Any private citizen and/or group may make a recommendation to the Travis County Commissioners Court regarding the naming of a County facility by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.

(3) If the recommendation is to name the facility after an individual, the following criteria must be met:

[16] Section 1.020 added 2/13/1996, item 4

(A) The individual must have made a significant contribution to Travis County.

(B) The private citizen and/or group making the recommendation must provide a written biographical sketch of the individual, whether living or deceased, to the Commissioners Court when making the recommendation.

(4) After the public hearing, the Commissioners Court will submit all recommendations to the Travis County Historical Commission, or any other group designated by the Commissioner Court, for review and comment.

(5) Within the time set by the Commissioners Court, the Travis County Historical Commission (or any reviewing group), will provide the Court with its comments on names which were considered.

(6) Upon receipt of the comments and recommendations made by the reviewing body, the Commissioners Court will consider all recommendations using the above criteria, and any other factors that the Commissioners Court deems appropriate, and make a final determination.

(7) Once a final decision has been made, the Commissioners Court:

(A) If the person for whom the facility will be named is living, the Commissioners Court must obtain the permission of that person prior to naming the facility.

(B) If the person for whom the facility will be named is deceased, the Commissioners Court should contact immediate family members when feasible.

(c) Final Decision. A decision by the Commissioners Court to name or not name a facility will be final, and the sole discretion in this matter remains with the Commissioners Court. The fact that the criteria listed in Section 1.020(b)(3) have been met does not obligate the Commissioners Court to name a County facility after the individual recommended.

1.021 Policy for Naming County Parks and Park Facilities[17]

(a) Purpose: To establish a formal policy and process for county parks, facilities, fields, and trails, and for placing plaques, markers, and memorials within county parks.

(b) Objectives:

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[17] Section 1.021 (written as 1.21 in the order) was added 4/25/2000, Item 10.A.

(1) Provide name identification for individual county parks.

(2) Provide name identification wherever appropriate for facilities and fields within the parks, and hike and bike trails.

(3) Provide citizen input into the process of naming parks and facilities.

(4) Insure that the Travis County Commissioners Court controls the naming of its public infrastructure and facilities.

(c) Criteria for Qualifying Names. Names should provide some of individual identity related to:

(1) The geographic location of the park, facility, or trail.

(2) An outstanding features of the park, facility, or

(3) Commonly recognized historical event, or individual verified by the Travis County Historical Commission.

(4) A deceased individual who made a significant to Travis County or its park system.

(d) Other Naming Alternatives

(1) Parks and facilities that are donated to the County can be named by deed restriction by the donor. The naming and acceptance of land is subject to approval by the Travis County Commissioners

(2) Facilities within parks, ball fields, picnic shelters, pavilions. etc. can be named separately the parks they are in, subject to the criteria out in Section c) of this policy.

(e) Procedure

(1) The Court will issue a call for recommendations, providing notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.

(2) Any private citizen and/or group or County department or employee may make a recommendation to the Travis County Commissioners Court regarding the naming of a County park or facility within a park or trail by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.

(3) The Travis County Transportation and Natural Resource Department will verify that all names submitted do not conflict with existing names facilities and that the proposed names conform to this policy.

(4) After a minimum weeks public notice. the Commissioners Court will conduct a public hearing on qualified names to receive public comments on the names.

(5) The Commissioners Court will make the final selection of the name.

(f) Renaming County Parks and facilities. The renaming of parks and facilities is strongly discouraged so as not to diminish the original justification for the name. Park names by deed restrictions cannot be considered for renaming. In the event that renaming is justified the recommended name must conform to this policy.

(g) Other Considerations:

(1) If a recommended name is a deceased individual, other than a historical figure, the private citizen making the recommendation must provide a written biographical sketch of the individual and an approving the recommendation from surviving family members.

(2) Neither the naming process or the name itself shall discriminate on the basis of race, religion, sex. age, or national origin.

(h) Final Decision. A decision by the Commissioners Court to name or not to name a park. facility, or trail will be final, and the sole discretion in this remains with the Commissioners Court.

(i) Plaques, markers, memorials. Plaques, markers, and memorials may be placed in the parks to recognize a significant donation or contribution to park improvements. The plaque, marker. and memorial will be not larger than ___" X ___" bronze plate imbedded in concrete at or below ground level. The recognition of multiple donors may be made on a larger sized plaque place in a common area at the discretion of the Transportation and Natural Resources Department.

Item 31

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: January 24, 2012

I. A. Request made by: HERSHEL LEE, TRAVIS COUNTY FIRE MARSHAL
Phone #: 854-9591
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON THE RE-APPOINTMENT OF JOHN EKERT AND APPOINTMENT OF FRANK HAUGHT TO THE TRAVIS COUNTY BOARD OF REVIEW PURSUANT TO CHAPTER 71.008, FIRE CODE..

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).

B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

_____
_____
_____

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
_____Additional funding for any department or for any purpose
_____Transfer of existing funds within or between any line item
_____Grant

Human Resources Department (854-9165)
_____Change in your department's personnel (reorganization, restructuring etc.)

Purchasing Office (854-9700)
_____Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
_____Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
P. O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471

MEMORANDUM

To: Travis County Commissioners Court

From: Hershel Lee, Travis County Fire Marshal

Date: January 24, 2012

Subject: **Consider and take appropriate action on the re-appointment John Ekert and appointment of Frank Haught to the Travis County Board of Review pursuant to Chapter 71.008 – Fire Code.**

The Travis County Board of Review was established pursuant to Chapter 71.008 of the Fire Code that was adopted by Travis County on February 1, 2005. The Board of Review is charged with reviewing recommendations of the Fire Marshal's Office about variances and denials of Building Permits and meets as needed to review these cases. Five members were appointed for staggered terms ranging from one to three years in the initial appointment process. The Fire Code states that after the initial appointment, members will be appointed to four year terms maintaining the staggered appointment process. Mr. Ekert was appointed for a two year term and then re-appointed by the Commissioners Court for a four year term that expired in 2011. He has been contacted and is interested in being re-appointed for an additional four year term. Frank Haught is also a qualified candidate and is willing to serve in place of his father, Philip Haught. Phillip's term has expired and he has chosen not to be reappointed. The Department of Emergency Services and the Fire Marshal's Office recommend approval of the motion to re-appoint Mr. Haught and Mr. Ekert.

FIRE PROTECTION ENGINEERING, L. L. C.

P.O. Box 160836 Austin, Texas 78716 512/328-1717 Fax 512/328-3918

FRANK D. HAUGHT, P.E.

SUMMARY OF EXPERIENCE - 29 YEARS

Twenty-three years of professional experience in design, engineering and project management of residential, commercial, institutional and industrial fire protection systems. Worked directly with AHJ's, owners, engineers, general contractors and lower tier subcontractors for the purposes of designing, procurement, project controls and installation of fire protection systems.

Six years of professional experience in Project Management which includes procurement, contract negotiations, contract preparation, design management, construction management, and contract administration. This includes contracts for building design and construction, heavy civil construction, warehouse construction, boiler erection, electric heat tracing, pipelines, oil mist systems, hazardous waste disposal, instrumentation, electrical systems, cooling towers and pile driving.

PROJECT TYPES

Petroleum and Chemical Plants
Aircraft Hangers
Hospitals
Commercial Buildings
Apartment Buildings
Schools and Institutions

PROJECT ACTIVITIES

Project Engineering
Project Management
Fire Alarm Design
Fire Sprinkler Design

PERSONAL DATA

Born - June 26, 1961
Bachelor of Science in
Petroleum Engineering
University of Texas at Austin
December, 1983
Master of Business Administration
Southwest Texas State University
May, 1987
Registered Professional Engineer
State of Texas - No. 73961
Registered Discipline:
Fire Protection

EMPLOYMENT HISTORY

Fire Protection Engineering L.L.C.	Since 1994
Brown & Root, Inc.	1988 - 1994
Continental Sprinkler Company	1983 - 1988

FRANK D. HAUGHT, P.E.

DETAILED PROFESSIONAL EXPERIENCE

FIRE PROTECTION ENGINEERING, LLC - August 1994 - Present

Principal Engineer responsible for providing design, engineering and project management services to various clients.

BROWN & ROOT, INC. - 1988 - 1994

Subcontracts Manager - October 1991 - August 1994

Assigned to Texaco Chemical Company PO/MTBE Project in Port Neches, Texas as Subcontracts Manager.

Responsible for managing the subcontracted portion of the project. The monetary value of this project was over $37 million. Responsibilities include client interface, engineer interface, supervision of other Subcontract Administrators/Coordinators. Responsible for developing subcontracted scopes of work as well as inquiring, evaluating, negotiating, and awarding all subcontracts. Responsible for coordinating engineering review and engineering problems, managing subcontract field activities, and monitoring and forecasting costs, and progress.

Subcontracts Administrator - November 1988 - September 1991

Assigned to Phillips 66 Company's Ethylene Expansion Project in Old Ocean, Texas, as a Field Subcontracts Administrator. Total value of Subcontracts on this Project was approximately $30 million.

Responsibilities were similar to current assignment.

CONTINENTAL SPRINKLER COMPANY - 1983 - 1988

Project Manager/Project Engineer

Responsible for project coordination, engineering and design, project controls, fabrication and installation of fire protection systems. Also responsible for assignment and coordination of personnel including scheduling, manpower projections and weekly labor reports. Developed project budgets including total man hour projections and cost projections, as well as cost controls involving monthly job cost reviews and forecasts and final job cost report.

Item 32

Travis County Commissioners Court Agenda Request

24

Meeting Date: January ~~17,~~ 2012
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 BOARD AND COMMITTEE ASSIGNMENTS AND APPOINTMENTS FOR COMMISSIONERS COURT MEMBERS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
See attached. Updated as of 1/12/12

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

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Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Adult Protective Services Special Task Unit	Phyllis J. Wolf, MA, LPC	Court Appointment	5/1/2007		Mental Health Professional; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Barbara S. Misle	Court Appointment	5/1/2007		Legal; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Detective Erica Westling	Court Appointment	5/1/2007		Law Enforcement; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Sergeant Kitty Hicks	Court Appointment	5/1/2007		Law Enforcement; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Funmi Ogunleye, R.N.	Court Appointment	5/1/2007		Medical; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Wendie H. Abramson, LMSW	Court Appointment	5/1/2007		Domestic Violence; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Adult Protective Services Special Task Unit	Steve Manley	Court Appointment	5/1/2007		Law Enforcement; this unit was created by the 79th legislature and Nancy Allen from State Adult Protective Services is the contact person along with HHS
Animal Advisory Commission	Larry Tucker	Court Appointment	7/28/2009	8/1/2012	effective 7-31-2009, Three-Year Term - Represents Comm Court
Austin Early Childhood Council	Sandra Lynn Briley, PhD	Commissioners Court	7/7/2009	12/31/2012	effective 7-31-09, 2 year terms. Contact Ron Hubbard, City of Austin at 972-5028 for information.
Austin Urban Area Security Initiative	Danny Hobby	Court Appointment	3/18/2008		this is a federal grant program and maybe not a long term committee.
Austin-San Antonio Intermunicipal Commuter Rail District Board of Directors	Debbie Ingalsbe	Court Ratifys CARTS Appointment	5/20/2008	2/28/2010	Comm Court ratifies the appointment that CARTS makes. Two year terms that expire February 1st

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Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Austin-Travis County Emergency Medical Services Advisory Board	Bob Taylor	Court Appointment	2/12/2008 reappointed 2/1/2011	10/31/2012	An Emergency Services District Commissioner
Austin-Travis County Emergency Medical Services Advisory Board	Dr. Stephen E. Wilson	Court Appointment	3/11/2008	10/31/2011	A Local Physician
Austin-Travis County Emergency Medical Services Advisory Board	Paula S. Barr	Court Appointment	2/12/2008 reappointed 2/1/2011	10/31/2012	A Travis County Representative
Austin-Travis County Emergency Medical Services Advisory Board	Hector R. Gonzales	Court Appointment	3/11/2008	10/31/2011	A Consumer
Austin-Travis County Integral Care Board of Trustees	Richard Hopkins (Precint 1)	Court Appointment	8/5/2008 reappointed 7/27/2010	9/30/2012	Two-Year term; The Board of Trustees meets monthly as do the four standing Board Committees: Human Resources, Finance, Planning and Operations, and Public Relations.
Austin-Travis County Integral Care Board of Trustees	Dr. Matthew Snapp (Precinct 2)	Court Appointment	9/8/2009 reappointed 11/22/11	9/30/2013	Two-Year term; The Board of Trustees meets monthly as do the four standing Board Committees: Human Resources, Finance, Planning and Operations, and Public Relations.
Austin-Travis County Integral Care Board of Trustees	Genevieve Hearon (Precinct 3)	Court Appointment	9/23/2008	9/30/2010	Two-Year term; The Board of Trustees meets monthly as do the four standing Board Committees: Human Resources, Finance, Planning and Operations, and Public Relations.
Austin-Travis County Integral Care Board of Trustees	Vince Torres (Precinct 4)	Court Appointment	11/15/2011	9/30/2013	Two-Year term; The Board of Trustees meets monthly as do the four standing Board Committees: Human Resources, Finance, Planning and Operations, and Public Relations.
Bail Bond Board	Judge Jan Breland	Court Appointment	11/10/2009	continuous	County Court at Law member
Balcones Canyonlands Conservation Plan Citizens Advisory Committee	Ken Beck	Precinct 3	6/17/2010	6/17/2012	Two-year term
Balcones Canyonlands Conservation Plan Citizens Advisory Committee	Robert Kleeman	Precinct 3	6/17/2010	6/17/2012	Travis County Appointee
Balcones Canyonlands Conservation Plan Citizens Advisory Committee	Lynne Weber	Precinct 3	6/17/2010	6/17/2012	Travis County Appointee

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Capital Area Metropolitan Planning Organization - CAMPO - small cities representative	Jeffrey Mills	Court Appointment	5/4/2010	temporary	Travis County citizen
Capital Metropolitan Transportation Authority Board	Beverly Silas	Court Appointment	12/22/2009		Three-year term, ending on May 31, 2012. Incumbent may be reappointed.
Central Health (Healthcare District, Travis County)	Clarke Heidrick	Court Appointment	12/29/2009	12/31/2014	**effective 1-1-2010** They serve until successor is appointed; 4 year term; The Board was initially appointed in August of 2004.
Central Health (Healthcare District, Travis County)	Rebecca Lightsey	Court Appointment	3/15/2011 reappointed 10/25/2011	12/31/2015	4 year term; They serve until successor is appointed;
Central Health (Healthcare District, Travis County)	Brenda Coleman-Beattie	Court Appointment	3/31/2009 reappointed 10/5/2010	12/31/2014	**filling unexpired Term** They serve until successor is appointed.
Central Health (Healthcare District, Travis County)	Frank Rodriguez	Court Appointment	12/2/2008	12/31/2012	4 yr term; They serve until successor is appointed; Mr. Rodriguez had an initial 4 year term; The Board was initially appointed in August of 2004.
Central Health (Healthcare District, Travis County)	Anthony Haley	Joint City of Austin/Travis County Appointment	6/2/2009	12/31/2012	Reappointments and new appointments to the Board will serve four-year terms.
Central Texas Regional Mobility Authority (CTRMA)	Henry Gilmore	Court Appointment	4/8/2008 Reappointment 3/9/10	1/31/2012	Two-year term ending on February 1, 2012. Incumbent may be reappointed.
Central Texas Regional Mobility Authority (CTRMA)	Charles H. Heimsath	Court Appointment	12/22/2009 Reappointed 12/06/2011	1/31/2014	Two-year term ending on February 1, 2012. Incumbent may be reappointed.
Central Texas Regional Mobility Authority (CTRMA)	Nikelle S. Meade	Court Appointment	4/7/2009 reappointed 3/1/2011	2/28/2013	Two-year term ending February 1, 2013. Incumbent may be reappointed.
Children's Protective Services, Travis County	Ann Stanley	County Judge	7/13/2010	7/31/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Robert Hendee, M.D.	County Judge	12/2/2008	12/31/2011	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Lindsey Page Hale	County Judge	12/9/2008	12/31/2011	They are appointed to 3 year terms that begin when the appointment is made.

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Children's Protective Services, Travis County	Nikki C. Sims	Precinct 1	5/6/2008 reappointed 6/14/2011	5/31/2014	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Deelyle M. Bryan	Precinct 1	8/2/2011	7/31/2014	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Ronda Dardin Schultz	Precinct 1	2/17/2009	2/28/2012	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Milbrey E. Raney	Precinct 2	10/17/2006 Reappointed 06/8/2010	6/30/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Laura Wolf	Precinct 2	7/6/2010	7/31/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Carole Hurley	Precinct 2	4/5/2011	4/30/2014	
Children's Protective Services, Travis County	Mary Wolf	Precinct 3	1/26/2010	1/31/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Matias Garcia	Precinct 3	1/26/2010	1/31/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Deborah Risovi	Precinct 3	10/9/2007 reappointed 12/14/2010	12/31/2013	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Jeanne Stamp	Precinct 4	12/23/2008	12/31/2011	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Lynn Perkins	Precinct 4	2/3/2009	2/28/2012	They are appointed to 3 year terms that begin when the appointment is made.
Children's Protective Services, Travis County	Brie L. Franco	Precinct 4	9/29/2009	10/31/2012	They are appointed to 3 year terms that begin when the appointment is made.

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Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
City of Austin Comprehensive Plan Citizens Advisory Committee	Jack Gullahorn appointee; July Holden alternate	Precinct 1	10/27/2009	7/1/2012	committee expires after 35 months per COA resolution; One representative and One alternate from the ETJ in the following areas: Land Use; Transportation; Storm Water Management and Water Quality; Natural Resources and Environmental Quality; Parks and Open Spaces; and Health and Human Services
City of Austin Comprehensive Plan Citizens Advisory Committee	Mark Lind appointee; Mitch Weynand alternate	Precinct 2	10/27/2009	7/1/2012	committee expires after 35 months per COA resolution;One representative and One alternate from the ETJ in the following areas: Land Use; Transportation; Storm Water Management and Water Quality; Natural Resources and Environmental Quality; Parks and Open Spaces; and Health and Human Services
City of Austin Comprehensive Plan Citizens Advisory Committee	Carol Torgrimson appointee; Ira Yates alternate	Precinct 3	10/27/2009	7/1/2012	committee expires after 35 months per COA resolution;One representative and One alternate from the ETJ in the following areas: Land Use; Transportation; Storm Water Management and Water Quality; Natural Resources and Environmental Quality; Parks and Open Spaces; and Health and Human Services
City of Austin Comprehensive Plan Citizens Advisory Committee	William B. Hilgers appointee; alternate is pending	Precinct 4	10/27/2009	7/1/2012	committee expires after 35 months per COA resolution;One representative and One alternate from the ETJ in the following areas: Land Use; Transportation; Storm Water Management and Water Quality; Natural Resources and Environmental Quality; Parks and Open Spaces; and Health and Human Services
City of Austin/Travis County Sustainable Food Policy Board	Adam King	County Judge	12/6/2011	2/28/2013	Two year terms, per the COA
City of Austin/Travis County Sustainable Food Policy Board	Katie Kraemer-Pitre	County Judge	2/10/2009 reappointed 3/1/2011	2/28/2013	Two year terms, per the COA
City of Austin/Travis County Sustainable Food Policy Board	Erin Flynn	Precinct 1	3/8/2011	2/28/2013	Two year terms, per the COA
City of Austin/Travis County Sustainable Food Policy Board	Paige Hill	Precinct 2	2/22/2011	2/28/2013	Two year terms, per the COA

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
City of Austin/Travis County Sustainable Food Policy Board	Michele Murphy-Smith	Precinct 3	2/10/2009 reappointed 3/1/2011	2/28/2013	Two year terms, per the COA
City of Austin/Travis County Sustainable Food Policy Board	Paula McDermott	Precinct 4	2/10/2009 reappointed 1/18/11	2/28/2013	Two year terms, per the COA
Civil Service	Velva Price	Commissioners Court	12/29/2009	12/31/2011	2 year appt. Dexter Gifford, (sheriff appointee) Colin Jordan (DA Appointee) (Velva Price is chair); for information call Lorrie Pickering x44769
Community Justice Center Advisory Committee, Travis County - State Jail	Joan Burnham	Court Appointment	3/22/2005	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Frank Ringer Jr.	Court Appointment	12/4/2007	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Deacon Doots DuFour	Court Appointment	3/22/2005	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Gerald Cunningham	Court Appointment	12/4/2007	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Terra James	Court Appointment	12/4/2007	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Mike Manor	Court Appointment	4/27/2004	continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	VACANT	Court Appointment	4/27/2004	continuous	Jim Nelson resigned
Community Justice Center Advisory Committee, Travis County - State Jail	Carla McElory	Court Appointment		continuous	
Community Justice Center Advisory Committee, Travis County - State Jail	Alonzo Bradley	Court Appointment		continuous	
CTECC - Combined Transporation Emergency and Communications Center -Governing Board (Voting Member)	Danny Hobby	Court Appointment	2/20/2007	continuous	Emergency Services Coordinator

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Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
CTECC - Combined Transporation Emergency Communication Center - Operations Board	Pete Baldwin	Court Appointment	12/16/2003	continuous	Emergency Management Coordinator
CTECC - Combined Transporation Emergency Communication Center - Operations Board	Greg Hamilton	Court Appointment	12/16/2003	continuous	Travis County Sheriff
Dispute Resolution Center Board	Jeff Jury	County Judge	10/6/2009	10/6/2012	3 yr term and maximum 2 terms (6yrs) Terms expire 1) upon replacement by a Commissioner, or 2) when Commissioners term expires
Dispute Resolution Center Board	Gerard Washington	Precinct 1	8/14/2007 Reappointed 7/13/10	8/31/2010 2nd Term exp. 8/31/2013	3 yr term and maximum 2 terms (6yrs) Terms expire 1) upon replacement by a Commissioner, or 2) when Commissioners term expires
Dispute Resolution Center Board	Doryne Valentine	Precinct 2	5/22/2007 reappointed 9/21/10	9/30/2013	3 yr term and maximum 2 terms (6yrs) Terms expire 1) upon replacement by a Commissioner, or 2) when Commissioners term expires
Dispute Resolution Center Board	Larry Bugen	Precinct 3	12/14/2010	12/31/2013	No record of Comm Court appointment; 3 yr term and maximum 2 terms (6yrs) Terms expire 1) upon replacement by a Commissioner, or 2) when Commissioners term expires; appointment and expiration date information comes from Dispute Resoultion Center
Dispute Resolution Center Board	Pat Cognegliano	Precinct 4	10/2/2007 reappointed 12/14/2010	10/31/2013	No record of Comm Court appointment; 3 yr term and maximum 2 terms (6yrs) Terms expire 1) upon replacement by a Commissioner, or 2) when Commissioners term expires; appointment and expiration date information comes from Dispute Resoultion Center
Downtown Austin Plan Technical Advisory Group	Belinda Powell	Court Appointment	5/15/2007	continuous	assignment expires in 18 months
Downtown Austin Plan Technical Advisory Group	Charles Vaughn	Court Appointment	5/15/2007	continuous	assignment expires in 18 months
Emergency Services District #01 (North Lake)	Greg Johnston	Precinct 3	6/30/2009 reappointed 12/7/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #01 (North Lake)	Sandra Igau	Precinct 3	8/9/2011	12/31/2012	Two Year Term expiring in December

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Emergency Services District #01 (North Lake)	Paul Douglas Smith	Precinct 3	2/2/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #01 (North Lake)	Cleo Schneider	Precinct 3	2/2/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #01 (North Lake)	John Craddock	Precinct 3	2/2/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #02 (Pflugerville)	Joy Smith	Precinct 2	1/10/2012	12/31/2013	Two Year Term expiring in December
Emergency Services District #02 (Pflugerville)	Maize Hamilton	Precinct 1	12/22/2009 reappointed 12/27/11	12/31/2013	Two Year Term expiring in December
Emergency Services District #02 (Pflugerville)	Efren Brito	Precinct 2	1/13/2009 reappointed 5/3/11	12/31/2012	Two Year Term expiring in December
Emergency Services District #02 (Pflugerville)	Terry Struble	Precinct 2	1/13/2009 reappointed 5/3/11	12/31/2012	Two Year Term expiring in December
Emergency Services District #02 (Pflugerville)	George Mentzer II	Precinct 2	1/13/2009 reappointed 5/3/11	12/31/2012	Two Year Term expiring in December
Emergency Services District #03 (Oak Hill)	Carroll D. Knight	Precinct 3	2/1/2008 Reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December. She was actually appointed on Jan 22, 2008
Emergency Services District #03 (Oak Hill)	J. Edd New	Precinct 3	1/8/2008 Reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December
Emergency Services District #03 (Oak Hill)	Gina Starr	Precinct 3	1/1/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #03 (Oak Hill)	Robert Taylor	Precinct 3	3/31/2009 reappointed 12/28/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #03 (Oak Hill)	John Villanacci	Precinct 3	3/31/2009 reappointed 12/28/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #04	Charles B. Cannon	Precinct 1	5/31/2011 reappointed 1/10/2012	12/31/2013	Two Year Term expiring in December
Emergency Services District #04	Gene Wills	Precinct 1	2/10/2009 Reappointed 11/16/2010	12/31/2013	Two Year Term expiring in December

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Emergency Services District #04	Reggie Williams	Precinct 1	11/17/2009 reappointed 12/27/11	12/31/2013	Two Year Term expiring in December
Emergency Services District #04	Arthur L. Maple, Jr.	Precinct 3	6/30/2009 reapointed 1/11/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #04	Daniel Herman	Precinct 3	1/18/2011	12/31/2011	Two Year Term expiring in December
Emergency Services District #05 (Manchaca)	Bob Remlinger	Precinct 3	1/12/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #05 (Manchaca)	Arthur Gurley	Precinct 3	1/8/2008 Reappointed 11/16/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #05 (Manchaca)	Dennis Wright	Precinct 3	1/8/2008 Reappointed 11/16/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #05 (Manchaca)	Warren Hassinger	Precinct 3	2/10/2009 reappointed 1/4/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #05 (Manchaca)	John Linton	Precinct 3	11/16/2010 reappointed 1/4/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #06 (Hudson Bend)	Steve Albert	Precinct 3	2/9/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #06 (Hudson Bend)	Nell Penridge	Precinct 3	2/9/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #06 (Hudson Bend)	Jerry Stein	Precinct 3	2/9/2010 reappointed 1/10/2012	12/31/2013	Two Year Term expiring in December
Emergency Services District #06 (Hudson Bend)	Barker Keith II	Precinct 3	2/24/2009 reappointed 12/7/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #06 (Hudson Bend)	Paula S. Barr	Precinct 3	2/24/2009 reappointed 12/7/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #08 (Pedernales)	Mike Claypool	Precinct 3	7/28/2009 reappointed 12/7/2010	12/31/2012	Two Year Term
Emergency Services District #08 (Pedernales)	Edward Walker	Precinct 3	7/28/2009 reappointed 12/7/2010	12/31/2012	Two Year Term

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Emergency Services District #08 (Pedernales)	Sharon Seligman	Precinct 3	2/9/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #08 (Pedernales)	Johnny Hill	Precinct 3	6/15/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #08 (Pedernales)	Mike Pearson	Precinct 3	1/8/2008 Reappointed 2/9/10	12/31/2011	Two Year Term expiring in December
Emergency Services District #09 (Westlake)	Kirt Kiester	Precinct 3	7/19/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #09 (Westlake)	Krista Moy	Precinct 3	2/9/2010 reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December
Emergency Services District #09 (Westlake)	Dr. Tad Davis	Precinct 3	12/21/2010 effective 1/1/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #09 (Westlake)	Steve Scheffe	Precinct 3	11/17/2009 reappointed 12/28/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #09 (Westlake)	John Hogg	Precinct 3	2/9/2010 reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December
Emergency Services District #10 (CE-Bar)	Todd Crickmer	Precinct 3	2/10/2009 reappointed 10/11/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #10 (CE-Bar)	Tina Romanella De Marquez	Precinct 3	2/1/2011 reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December
Emergency Services District #10 (CE-Bar)	Lainey Melnick	Precinct 3	1/4/2011 reappointed 12/27/2011	12/31/2013	Two Year Term expiring in December
Emergency Services District #10 (CE-Bar)	John Jackson	Precinct 3	2/10/2009 reappointed 10/11/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #10 (CE-Bar)	Tres Childress	Precinct 3	2/10/2009 reappointed 12/28/2010	12/31/2012	Two Year Term expiring in December
Emergency Services District #11 (SETCO)	Carolina Sarabia	Precinct 4	12/1/2004	12/31/2006	Two Year Term expiring in December
Emergency Services District #11 (SETCO)	Shelly Grammer	Precinct 4	12/1/2004	12/31/2006	Two Year Term expiring in December

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Emergency Services District #11 (SETCO)	Tim Rinehart	Precinct 4	1/19/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #11 (SETCO)	James Elman	Precinct 4	1/19/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #11 (SETCO)	Jerry Staton	Precinct 4	2/23/2010	12/31/2011	
Emergency Services District #12 (Manor)	Jesse Arellano	Precinct 1	1/19/2010 reappointed 12/27/11	12/31/2013	Two Year Term expiring in December
Emergency Services District #12 (Manor)	Giles Garmon	Precinct 1	1/19/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #12 (Manor)	Michael Gobert	Precinct 1	1/19/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #12 (Manor)	Ronald O. Fowler	Precinct 1	6/1/2010 reappointed 12/27/11	12/31/2013	Two Year Term expiring in December
Emergency Services District #12 (Manor)	Clemente A. Zabalza	Precinct 1	1/19/2010 reappointed 12/27/11	12/31/2013	Two Year Term expiring in December
Emergency Services District #13	Gary Johnson	Precinct 1	1/1/2008 reappointed 12/27/11	12/31/2013	appointed 2-26-08; reappointment effective 1/1/2010
Emergency Services District #13	Cliff Kessler	Precinct 1	1/1/2008 reappointed 12/27/11	12/31/2013	appointed 2-26-08; reappointment effective 1/1/2010
Emergency Services District #13	Marilyn Samuelson	Precinct 1	3/3/2009 reappointed 1/4/2011	12/31/2012	
Emergency Services District #13	Jarrel Larson	Precinct 1	3/31/2009 reappointed 1/4/2011	12/31/2012	
Emergency Services District #13	David Erickson	Precinct 1	3/3/2009 reappointed 1/4/2011	12/31/2012	
Emergency Services District #14 (Volente)	William Brandon Tanous	Precinct 3	1/1/2011	12/31/2012	Two Year Term expiring in December
Emergency Services District #14 (Volente)	Thomas Paul Stevenson	Precinct 3	7/28/2009 reappointed 1/4/2011	12/31/2012	Two Year Term expiring in December

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Emergency Services District #14 (Volente)	Al Blunt	Precinct 3	11/3/2009 Reappointed 3/16/10	12/31/2011	Two Year Term expiring in December
Emergency Services District #14 (Volente)	Suellen Jordan	Precinct 3	Reappointed 3/16/2010	12/31/2011	Two Year Term expiring in December
Emergency Services District #14 (Volente)	Lonnie Moore	Precinct 3	1/8/2008 Reappointed 3/16/10	12/31/2011	Two Year Term expiring in December
Emergency Wireless Communications Coordinating Board (EWCCB)	Executive Manager, TC Emergency Services	Commissioners Court	2/20/2007	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Emergency Wireless Communications Coordinating Board (EWCCB)	TCSO representative	Commissioners Court	9/27/2005	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Emergency Wireless Communications Coordinating Board (EWCCB)	TC Emergency Services	Commissioners Court	9/27/2005	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Emergency Wireless Communications Coordinating Board (EWCCB)	Executive Manager ITS	Commissioners Court	9/27/2005	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Emergency Wireless Communications Coordinating Board (EWCCB)	Executive Manager TNR	Commissioners Court	9/27/2005	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Emergency Wireless Communications Coordinating Board (EWCCB)	Representative for the five Constables	Commissioners Court	9/27/2005	continuous	Appt. by CC. Members consist of persons from County Offices listed in Ch. 39 of Travis County Code
Envision Central Texas Committees	Transportation and Land Use Integration – TNR County Executive, Economic Development Coordination - PBO County Executive, Housing and Jobs Balance - Corporations Administrator, Open Space Funding Plan – TNR County Executive, Social Equity - HHS County Executive	Commissioners Court	3/22/2005	continuous	

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Fire Code Board of Review, Travis County	vacant -Fire Marshal's office is currently working on this vacancy	Court Appointment			Members are appointed for terms of four years. Members shall not be reappointed to serve more than two consecutive full terms. Of the first members appointed, two shall be appointed for a 1 year term, two shall be appointed for a 2 year term, and one shall be appointed for a 3 year term years.
Fire Code Board of Review, Travis County	Curtis Cline	Court Appointment	8/8/2006 reappointed 10/5/2010	10/31/2014	Members are appointed for terms of four years. Members shall not be reappointed to serve more than two consecutive full terms. First appointed to 1 year term, then reappointed 4 years.
Fire Code Board of Review, Travis County	William Wisko	Court Appointment	8/8/2006 reappointed 10/5/2010	10/31/2014	Members are appointed for terms of four years. Members shall not be reappointed to serve more than two consecutive full terms. First appointed to 1 year term, then reappointed 4 years.
Fire Code Board of Review, Travis County	vacant - Fire Marshal's office is currently working on this vacancy	Court Appointment	6/26/2007	6/30/2011	Members are appointed for terms of four years. Members shall not be reappointed to serve more than two consecutive full terms. Of the first members appointed, two shall be appointed for a 1 year term, two shall be appointed for a 2 year term, and one shall be appointed for a 3 year term years.
Fire Code Board of Review, Travis County	John G. Ekerdt	Court Appointment	6/26/2007	6/30/2011	**Fire Marshals office will be submitting reappointment in near future.** Members are appointed for terms of four years. Members shall not be reappointed to serve more than two consecutive full terms. Of the first members appointed, two shall be appointed for a 1 year term, two shall be appointed for a 2 year term, and one shall be appointed for a 3 year term years.
Fire Marshal	Herschel Noel Lee	Commissioners Court	5/12/2009 reappointed 05/17/2011	5/31/2013	Two Year Term - appointed by CC - effective 5/19/2009

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Greater Austin Area Telecommunications Network Board	Walter LaGrone	Commissioners Court	10/1/2000		appointment not found in Comm Court records; he said he was appointed in Oct-2000; Two year terms expiring two years from date of appointment
Green Committee	Jon White, TNR; Charles Williams, TNR; Representative from TNR Road Maintenance and Fleet Services division; Representative from Purchasing Agent; Representative from County Auditor; Representative from Sheriff's Office; Representative from Constable Pct 5; Jessica Rio, PBO; and Roger El-Khoury, Facilities	Commissioners Court	10/28/2008		Committee Sponsored by Commissioner Eckhardt and Commissioner Gomez
Historical Commission, Travis County	H. William (Bill) Beare Jr.	County Judge	3/3/2009 reapointed 1/18/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Vonnye Rice-Gardner	County Judge	3/3/2009 reappointed 1/18/11	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	David White	County Judge	1/18/2011 reappointed 1/18/11	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Patti Byler Hansen	County Judge	3/3/2009 reappointed 1/18/11	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Evelyn A. Williams	Precinct 1	12/19/2006	1/31/2009	Two year appointments; established appointment date - January of odd numbered years - for two-year terms

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Historical Commission, Travis County	Faith Y. Weaver	Precinct 1	9/22/2009	1/31/2011	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Anita Howard	Precinct 1	12/19/2006	1/31/2009	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Bruno C. Schmidt	Precinct 1	12/19/2006	1/31/2009	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Adrienne Isom	Precinct 1	3/17/2009 reappointed 2/1/11	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Margarine G. Beaman	Precinct 1	2/17/2009 reappointed 1/25/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Carolyn L. Jones	Precinct 1	2/17/2009 reappointed 1/25/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Marjorie Alford	Precinct 2	10/27/2009 reapointed 2/8/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Rosemary Morrow	Precinct 2	2/24/2009 reappointed 2/8/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Nora Jackson	Precinct 2	2/24/2009 reappointed 2/8/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Laraine Lasdon	Precinct 2	2/8/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	May Schmidt	Precinct 2	2/24/2009 reappointed 2/8/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Barry Hutcheson	Precinct 3	12/18/2007 reappointed 2/22/2011	12/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Sarah Harriman	Precinct 3	10/9/2007 reappointed 2/22/2011	12/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Historical Commission, Travis County	Martha Moulthrop	Precinct 3	4/14/2009 reappointed 2/22/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Nancy Hamilton	Precinct 3	4/14/2009 reappointed 2/22/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Robert Perkins	Precinct 4	3/29/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	James "Bob" Ward	Precinct 4	9/4/2007 reappointed 1/18/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Historical Commission, Travis County	Jane Manaster	Precinct 4	9/4/2007 reappointed 1/18/2011	1/31/2013	Two year appointments; established appointment date - January of odd numbered years - for two-year terms
Hospital and Insurance Fund, Travis County - Employees Appeal Committee	Frances McGinnis, APN and Shirley J. Brown, Rn, MBA	Court Appointment	9/27/2005	continuous	
Housing Authority of Travis County	Willie S. Anderson (County Judge)	Court Appointment	5/31/2011	5/31/2013	**Resident member**; Two Year terms. Continue to serve until re-appointed/replaced. Appointees for Precincts 1 and 2 and the County Judge's expire in August of odd-numbered years, and appointees for Precincts 3 and 4 expire in even-numbered years.
Housing Authority of Travis County	Melvin Wrenn (Precinct 1)	Court Appointment	10/13/1998	8/31/1999	Two Year terms. Continue to serve until re-appointed/replaced. Appointees for Precincts 1 and 2 and the County Judge's expire in August of odd-numbered years, and appointees for Precincts 3 and 4 expire in even-numbered years.
Housing Authority of Travis County	Sarah Dale Anderson (Precinct 2)	Court Appointment	10/26/2010	8/31/2011	Two Year terms. Continue to serve until re-appointed/replaced. Appointees for Precincts 1 and 2 and the County Judge's expire in August of odd-numbered years, and appointees for Precincts 3 and 4 expire in even-numbered years.

last saved 1/12/2012

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Housing Authority of Travis County	Philip W. Barnes (Precinct 3)	Court Appointment	9/8/2009 reappointed 10/25/2011	9/30/2013	Two Year terms. Continue to serve until re-appointed/replaced. Appointees for Precincts 1 and 2 and the County Judge's expire in August of odd-numbered years, and appointees for Precincts 3 and 4 expire in even-numbered years.
Housing Authority of Travis County	Richard Moya (Precinct 4)	Court Appointment	7/1/2003	7/31/2005	Two Year terms. Continue to serve until re-appointed/replaced. Appointees for Precincts 1 and 2 and the County Judge's expire in August of odd-numbered years, and appointees for Precincts 3 and 4 expire in even-numbered years.
I-35 Segment Corridor Committee (TxDot Committee)	County Executive, TNR	Court Appointment	5/13/2008		
Local Health Authority	Dr. Philip P. Huang	Court Appointment	4/7/2008 reappointed 4/6/2010		appointed 3/4/08. Serves until Reappointed. Nominated by Dir. A/TC Health Department
Local Health Authority - Alternate	Dr. Paul R. Hinchey	Court Appointment	4/6/2010		
Local Health Authority - Alternate	Dr. Birch Duke Kimbrough	Court Appointment	4/7/2008 reappointed 4/6/2010		appointed 3/11/08. Serves until Reappointed. Nominated by Dir. A/TC Health Department
Local Health Authority - Alternate	Dr. Edward M. Racht	Court Appointment	4/7/2008		appointed 3/4/08. Serves until Reappointed. Nominated by Dir. A/TC Health Department
Medical Examiner, Travis County	David Dolinak, M.D.	Court Appointment	7/5/2006	continuous	
Parke Owners Association, Board of Directors	Environmental Specialist, TNR	Court Appointment	10/20/2009	continuous	(Jennifer Brown) County Staff appointed for land within the Balcones Canyonlands Preserve
Region 49 Texas 800 mhz Regional Review Committee	TCSO representative	Court Appointment	updated 1/12/2012	continuous	alternate (Michael Hemby)
Region 49 Texas 800 mhz Regional Review Committee	Wireless Communications Manager, Emergency Services	Court Appointment	updated 1/12/2012	continuous	Voting Member (Brad Beardon)
Regional Radio System (RSS) Governing Board (Voting Member)	County Executive, Emergency Services	Court Appointment	updated 1/12/2012	continuous	Danny Hobby
Robert Mueller Development Tax Increment Reinvestment Board	Executive Manager PBO	Court Appointment	updated 1/12/2012		
Robert Mueller Development Tax Increment Reinvestment Board	Budget Director, PBO	Court Appointment	updated 1/12/2012		alternate (Leroy Nellis)

last saved 1/12/2012

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Seaholm Tax Increment Financing TIF Reinvestment Zone Board	Executive Manager PBO	Court Appointment	updated 1/12/2012		
Security Committee	Michael Hemby, TCSO; Robert Mills, TCSO; Roger El-Khoury, Facilities; Lloyd Evans, Facilities; Frank Esparza, ITS; Hershel Lee, Fire Marshal; Pete Baldwin, Emergency Mgmt; Tonya Arnecke Watson, Courts; Belinda Powell, PBO; Rosie Ramon-Duran, Probation; Sally Hernandez, District Attorney; and Chuck Watt, HRMD	Commissioners Court	updated 1/12/2012		received updates from Michael Hemby 1/12/12
Strategic Housing Finance Corporation Board of Directors	Willie S. Anderson	County Judge	5/31/2011	5/31/2017	6 year terms
Strategic Housing Finance Corporation Board of Directors	Craig Alter	Court Appointment	11/9/2004	11/30/2010	6 year terms
Strategic Housing Finance Corporation Board of Directors	Joe Albert Ramos	Court Appointment	11/9/2004	11/30/2010	6 year terms
Strategic Housing Finance Corporation Board of Directors	Melvin Wrenn	Precinct 1	6/1/2004	6/30/2010	6 year terms
Strategic Housing Finance Corporation Board of Directors	Sarah Dale Anderson	Precinct 2	11/16/2010	8/31/2011	6 year terms
Strategic Housing Finance Corporation Board of Directors	Ofelia Elizondo	Precinct 3	7/5/2005 reappointed 10/25/2011	7/31/2012	6 year terms; appointment specifically says to expire July 2007.
Strategic Housing Finance Corporation Board of Directors	Richard Moya	Precinct 4	6/1/2004	6/30/2010	6 year terms
Travis Central Appraisal District Board	Shellda D. Grant (Precincts 1 and 4)	Court Appointment	8/23/2011	12/31/2012	Two Year Term
Travis Central Appraisal District Board	James Adkins (Precincts 2 and 3)	Court Appointment	10/9/2007 reappointed 12/13/2011	12/31/2013	Two Year Term
Vehicle User Committee	?????	Court Appointment			

Travis County Commissioners Court Appointments to Boards and Committees

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Waller Creek Citizens Advisory Committee	Jene Mather	Court Appointment	10/16/2007	continuous	
Waller Creek Tax Increment Financing Reinvestment Zone #17	County Executive, PBO	Court Appointment	2/8/2011		County Representative
Waller Creek Tax Increment Financing Reinvestment Zone #17; Alternate	Budget Director, PBO	Court Appointment	2/8/2011		Alternate, (Leroy Nellis)
Appointments highlighted in yellow are Tier 1 Court Appointments					

Updated 1-19-12, 4:15pm

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Capital Area Council of Governments - CAPCOG - Clean Air Coalition	Judge Biscoe		1/10/2012		
Capital Area Council of Governments - CAPCOG - 911 Task Force	911 Communications Manager		updated 1/12/2012	continuous	Chris Wallace for TCSO
Capital Area Council of Governments - CAPCOG - 911 Task Force	Wireless Communications Manager, TC Emergency Services		updated 1/12/2012	continuous	Brad Bearden for TC Emergency Services
Capital Area Council of Governments - CAPCOG - 911 Task Force	911 Communications Manager		updated 1/12/2012	continuous	Stacy Pyle for Pflugerville Police Dept.
Capital Area Council of Governments - CAPCOG - Aging Advisory Council	Marvin Massie	County Judge	6/4/2002	continuous	According to CAPCOG, they serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Aging Advisory Council	Fred Lugo	Precincts 1 and 4	2/27/2001	continuous	According to CAPCOG, they serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Aging Advisory Council	Joyce Lauck	Precincts 2 and 3	8/7/2001	continuous	According to CAPCOG, they serve until they resign or are not recommended by the Executive Committee
Capital Area Regional Transportation Planning Organization (CARTPO)	Caroline Murphy	Court Appointment	5/22/2007	continuous	Mayor of City of Bee Caves
Capital Area Regional Transportation Planning Organization (CARTPO)	Joe Sanchez	Court Appointment	6/5/2007	continuous	Mayor of City of Manor
Capital Area Regional Transportation Planning Organization (CARTPO)	Karen Huber		1/1/2011		Commissioner, Travis County
Capital Area Regional Transportation Planning Organization (CARTPO) - ALTERNATE	Victor Gonzales	Court Appointment	6/5/2007	continuous	Council Member, City of Pflugerville

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Capital Area Council of Governments - CAPCOG - Criminal Justice Advisory Committee	Vacant			continuous	They serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Criminal Justice Advisory Committee	Phyllis Clair	County Judge	11/19/2002	continuous	They serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Criminal Justice Advisory Committee	Abraham Minijarez		8/9/2005	continuous	Travis County Mental Health Representative; They serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - General Assembly Member	Flynn Lee	Court Appointment	1/22/2002	continuous	
Capital Area Council of Governments - CAPCOG - Geographic Information Systems Planning Council	Charles Knuth		5/1/2010	continuous	not formally appointed; They serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Geographic Information Systems Planning Council	David Shore, TNR	Court Appointment	8/25/2009	continuous	Court appointed 8-25-09
Capital Area Council of Governments - CAPCOG - Homeland Security Task Force	Pete Baldwin		1/1/2003	continuous	not formally appointed; They serve until they resign or are not recommended by the Executive Committee
Capital Area Council of Governments - CAPCOG - Law Enforcement Education Committee	Chris Bratton	Precincts 1 and 4	6/1/2010		
Capital Area Council of Governments - CAPCOG - Law Enforcement Education Committee	Dennis James	Precincts 2 and 3	3/8/2005	continuous	Civilian Appointee

	Appointee	Nominated By	Date Appt'd.	Term Expiration Date	Miscellaneous Information
Capital Area Council of Governments - CAPCOG - Law Enforcement Education Committee	Emmett Eary	Precincts 2 and 3	5/4/2004	continuous	Civilian Appointee
Capital Area Council of Governments - CAPCOG - Law Enforcement Education Committee	Vacant			continuous	Law Enforcement appointee
Capital Area Council of Governments - CAPCOG - Law Enforcement Education Committee	Charles Hooker		2/1/2006	continuous	Law Enforcement appointee, from Pflugerville PD; cannot find where Comm Ct appointed him; they say he was appointed in Feb-2006
Capital Area Council of Governments - CAPCOG - Solid Waste Advisory Committee	John White, TNR	Court Appointment	11/1/2007	continuous	nominated by Comm Court; appointed by CAPCOG Executive Committee
Capital Area Council of Governments - CAPCOG - Solid Waste Advisory Committee	Melinda Mallia, TNR	Court Appointment	2/1/1996	continuous	nominated by Comm Court; appointed by CAPCOG Executive Committee
Orange - Has been updated to match the Committee List from CAPCOG					

2012 Commissioners Court Assignments to Board and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Anti-Defamation League Hate Crimes Task Force			
Austin City Council, Austin Independent School District Board of Trustees, and Travis County Commissioners Court Joint Subcommittee	Judge Biscoe and Commissioner Gómez	1/25/2011	first appointed January 13, 2009
Bail Bond Board	Judge Biscoe	1/25/2011	
Balcones Canyonlands Conservation Plan Coordinating Committee	Commissioner Huber	1/25/2011	
Capital Area Council of Governments - CAPCOG - Executive Committee Board	Commissioner Eckhardt and Commissioner Huber	1/10/2012	
Capital Area Council of Governments - CAPCOG - General Assembly Member	Judge Biscoe, Commissioner Davis and Commissioner Huber	1/25/2011	
Capital Area Metropolitan Planning Organization - CAMPO	Judge Biscoe, Commissioner Eckhardt, and Commissioner Huber	1/25/2011	
Capital Area Regional Transportation Planning Organization (CARTPO)	Commissioner Gómez	1/10/2012	Each county in the 10-county CAPCOG region may choose three (3) elected officials to serve as voting members. Individual counties are encouraged to include at least one municipal representative in their voting membership. They serve until replaced, resign or no longer qualify.
Capital Area Rural Transportation System (CARTS)	Commissioner Gómez	1/25/2011	
City of Austin/Travis County Subcommittee	Commissioner Huber and Commissioner Gómez	1/25/2011	To coordinate Intergovernmental issues.
Clean Air Coalition	Judge Biscoe	1/25/2011	
Clean Air Force	Commissioner Davis	1/25/2011	Commissioner Eckhardt alternate
Community Action Network (CAN)	Judge Biscoe and Commissioner Eckhardt	1/25/2011	

2012 Commissioners Court Assignments to Board and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Community Justice Council	Commissioner Gómez	1/25/2011	Per Chapter 76 Texas Government Code; a county commissioner or a county judge from a county served by the department, chosen by the County Commissioners and county judges of the counties served by the department;
Conference of Urban Counties Policy Committee	Commissioner Eckhardt (Commissioner Gómez alternate)	1/25/2011	Commissioners Eckhardt and Gómez have been alternating appointments to CUC Policy Comm and Downtown Austin Alliance since 2007
Downtown Austin Alliance	Commissioner Huber (Commissioner Eckhardt alternate)	11/15/2011	As a result of redistricting, Comm. Huber is taking on this appointment. Commissioners Eckhardt and Gómez have been alternating appointments to CUC Policy Comm and Downtown Austin Alliance since 2007
Greater Austin-San Antonio Corridor Council, The	Commissioner Huber	1/25/2011	Comm Huber is an Executive Committee member
Juvenile Agency Coordinating Subcommittee of the Community Justice Council	Commissioner Davis	1/25/2011	
Juvenile Board	Judge Biscoe	1/25/2011	
Lone Star Rail District	Commissioner Huber	1/25/2011	Two year terms to expire February 1, 2011; formerly Austin-San Antonio Intermunicipal Commuter Rail District Board of Directors

2012 Commissioners Court Assignments to Board and Committees

Board/Committee	Appointee	Date Appt'd.	Miscellaneous Information
Oversight Board for the Offices of Child and Parent Representation	Judge Biscoe and Commissioner Eckhardt	1/25/2011	Formed to provide operational oversight & guidance to the PDO-CR and to resolve any conflicts of interest that may occur between the PDO-CR and the Office of Parental Representation. (PDO-PR) This Committee will consist of (1) two County Commissioners or their appointees (2) two Civil Judges (3) one private attorney with a background in CPS cases; (4) one representative of the Texas Department of Family and Protective Services.
Pflugerville/Travis County Subcommittee of Elected Officials	Judge Biscoe and Commissioner Eckhardt	1/25/2011	To coordinate Intergovernmental issues.
Purchasing Board	Judge Biscoe and Commissioner Huber	1/25/2011	

2012 Internal Court Subcommittees of the Commissioners Court

Internal Court Subcommittee	Appointee	Date Appt'd.	Miscellaneous Information
CORPORATIONS -Travis County Housing Finance Corporation; Travis County Health Facilities Development Corporation; Capital Health Facilities Development Corporation; Capital Industrial Development Corporation; Travis County Development Authority; Travis County Cultural Education Facilities Finance Corporation	President, Judge Biscoe; Vice President, Commissioner Eckhardt; Secretary, Commissioner Gómez; Treasurer, Commissioner Huber; Assistant Secretary, Commissioner Davis	1/25/2011	
E-Government Committee	Commissioner Eckhardt and Commissioner Gómez	1/25/2011	
EMS Subcommittee	Commissioner Eckhardt and Commissioner Huber	1/25/2011	
Exposition & Heritage Center Subcommittee	Judge Biscoe and Commissioner Davis	1/25/2011	
Investment Advisory Committee	Commissioner Eckhardt and Commissioner Huber	1/25/2011	
ITS Subcommittee	Commissioner Eckhardt and Commissioner Huber	1/10/2012	
Legislative Subcommittee	Commissioner Eckhardt and Commissioner Huber	1/25/2011	originally appointed Feb 2007
Organizational Planning Team	Judge Biscoe and Commissioner Huber	1/17/2012	
Oversight Committee - Administrative Operations	Commissioner Davis and Commissioner Gómez	1/25/2011	Two by Two meeting with Staff to discuss department related issues

2012 Internal Court Subcommittees of the Commissioners Court

Internal Court Subcommittee	Appointee	Date Appt'd.	Miscellaneous Information
Oversight Committee - Health and Human Services	Judge Biscoe and Commissioner Davis	1/25/2011	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Justice and Public Safety	Judge Biscoe and Commissioner Gómez	1/25/2011	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Planning and Budget	Judge Biscoe and Commissioner Gómez	1/25/2011	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Transportation and Natural Resources - Pct 1 & Pct 3	Commissioner Huber and Commissioner Davis	1/25/2011	Two by Two meeting with Staff to discuss department related issues
Oversight Committee - Transportation and Natural Resources - Pct 2 & Pct 4	Commissioner Gómez and Commissioner Eckhardt	1/25/2011	Two by Two meeting with Staff to discuss department related issues
Space Planning Committee	Commissioner Eckhardt and Commissioner Gómez	1/25/2011	formerly Capital Improvement Planning Committee; revised 01-10-06 to include only 2 court members
State Highway 130 Subcommittee			Committee eliminated 1/25/11

Item C3

Travis County Commissioners Court Agenda Request

Meeting Date: January 24, 2012
Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Session of January 10, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

Minutes for the Travis County Commissioners Court Tuesday, January 10, 2012 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on January 10, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding a plat for recording - resubdivision of Lot 75 La Hacienda Estates (resubdivision final plat - two total lots - 5.25 acres - Doss Road) in Precinct Three. (Commissioner Huber) (Action Item #13)

   MOTION: Open the Public Hearing.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Karen L. Huber, Commissioner
   SECONDER: Margaret J. Gómez, Commissioner
   AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
   ABSENT: Sarah Eckhardt

   Members of the Court heard from:
   Anna Bowlin, Engineering Services Director, Transportation and Natural Resources (TNR)

   MOTION: Close the Public Hearing.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Karen L. Huber, Commissioner
   SECONDER: Margaret J. Gómez, Commissioner
   AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
   ABSENT: Sarah Eckhardt

2. Receive comments regarding a plat for recording - Raceway single family subdivision Section Two final plat (a small lot subdivision) (resubdivision of Lots 16, 17, 24 and 25 Northridge Acres Number Two subdivision - 69 lots -Travesia Way - City of Austin ETJ) in Precinct Two. (Commissioner Eckhardt)

   MOTION: Open the Public Hearing.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Karen L. Huber, Commissioner
   SECONDER: Margaret J. Gómez, Commissioner
   AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
   ABSENT: Sarah Eckhardt

Members of the Court heard from:
Anna Bowlin, Engineering Services Director, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Citizens Communication

Members of the Court heard from:
Daniel Bradford, Assistant County Attorney, and Member, Parking Committee
Sydnia Crosbie, Lead Financial Analyst, TNR, and Chair, Parking Committee
Gus Peña, Travis County Resident
Ronnie Gjemre, Travis County Resident
Dr. John K. Kim, Travis County Resident
Andrea Shields, Manager, Travis County Corporations
Karen Thigpen, Assistant Administrator, Travis County Corporations
Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

Clerk's Note: The County Judge informed the Court that the 2011 Combined Charities initiative has raised $209,126.22 as of Tuesday, January 11, 2012.

Special Items

3. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Judge Biscoe announced that Item 3 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

RESULT: **DISCUSSED**

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning remains lifted.

Planning and Budget Dept. Items

4. Consider and take appropriate action on budget amendments, transfers and discussion items.

Members of the Court heard from:
Katie Gipson, Budget Analyst, Planning and Budget Office (PBO)

MOTION: Approve Item 4.
RESULT: **APPROVED [3 TO 2]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt
NAYS: Karen L. Huber, Margaret J. Gómez

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

   a. New application to the Capital Area Council of Governments (CAPCOG) to receive Governor's Division of Emergency Management State Homeland Security Program resources for self-contained breathing apparatus bottles for Emergency Management's Hazardous Materials Team;

   b. New application to CAPCOG to receive Governor's Division of Emergency Management State Homeland Security Program resources for licenses for air monitoring and detection equipment for Emergency Management's Hazardous Materials Team;

   c. New application to CAPCOG to receive Governor's Division of Emergency Management State Homeland Security Program resources for a maintenance agreement for air monitoring and detection equipment for Emergency Management's Hazardous Materials Team;

   d. New application to CAPCOG to receive Governor's Division of Emergency Management State Homeland Security Program resources for replacement equipment for Emergency Management's Hazardous Materials Team;

   e. New application to CAPCOG to receive Governor's Division of Emergency Management State Homeland Security Program resources for chemical protective clothing for Emergency Management's Hazardous Materials Team;

   f. New application to CAPCOG to receive Governor's Division of Emergency Management State Homeland Security Program resources for a radiological isotope identifier for Emergency Management's Hazardous Materials Team;

   g. New application to CAPCOG to receive Governor's Division of Emergency Management State Homeland Security Program resources for dosimeters (radiological detection equipment) for Emergency Management's Hazardous Materials Team; and

   h. Annual contract with the Texas Department of Housing and Community Affairs to receive U.S. Department of Energy funds for the Weatherization Assistance Program in the Health & Human Services Department.

   RESULT: ADDED TO CONSENT

Health and Human Services Dept. Items

6. Consider and take appropriate action on proposed amendments to Chapter 57 (Travis County Smoking Policy) of the Travis County Code. (This item may be taken into Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

   Judge Biscoe announced that Item 6 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

   Members of the Court heard from:
   Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
   Ana Almaguel, Planner, TCHHS&VS
   LaTonya Pegues, Planner, TCHHS&VS
   Mary Etta Gerhardt, Assistant County Attorney

Dr. Harinder Dhir, Medical Director, Wellness Clinic
Josie Peña, Wellness Clinic

Judge Biscoe announced that Item 6 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: POSTPONED Reset for: 1/17/2012

7. Consider and take appropriation action on request to authorize the Health and Human Services Department to submit a letter of interest to the Texas Health and Human Services Commission for the community demonstration for system of care expansion – Achieving Successful Systems Enriching Texas.

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on request from the Ending Community Homelessness Coalition to occupy office space at the Palm Square Building.

Members of the Court heard from:
Sherri Fleming, County Executive, TCHHS&VS
Anne Howard, Executive Director, Ending Community Homelessness (ECHO) Coalition
Dan Mansour, Risk and Benefits Manager, Human Resources Management Department (HRMD)
Roger El Khoury, Director, Facilities Management
Mary Etta Gerhardt, Assistant County Attorney

MOTION: Approve the request in Item 8 and repost the Item for Tuesday, January 17, 2012, to consider logistics.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Administrative Operations Items

9. 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 $497,081.54 for the period of December 23 to December 29, 2011.

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

Justice and Public Safety Items

11. Consider and take appropriate action on next steps for the Office on Violence Against Women, Safe Havens - Supervised Visitation and Safe Exchange Grant:

    a. Utilize the 1101 Nueces St. building for the Planetsafe Supervised Visitation and Safe Exchange Center by projected date of May 2012;

    b. Relocate the Counseling and Education Services Nueces staff temporarily to 1010 Lavaca, 2nd floor in February 2012; and

c. Discuss funding options for move and renovations.

Members of the Court heard from:
Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Greta Gardner, Social Services Director, Counseling and Education Services (CES)
Carol Colburn, Director, CES
Julia Span, Executive Director, SafePlace
Roger El Khoury, Director, Facilities Management
The Honorable J. Andrew Hathcock, Associate Civil District Court Judge
Sherri Fleming, County Executive, TCHHS&VS
Leroy Nellis, Interim County Executive, PBO
Mary Etta Gerhardt, Assistant County Attorney
Susan Spataro, Travis County Auditor

MOTION: Approve Items 11.a–c.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Purchasing Office Items

12. Approve Modification No. 9 to Contract No. 10K00250LP, STR Constructors, for Milton Reimers Ranch Park.

RESULT: **ADDED TO CONSENT**

Transportation, Natural Resources and Facilities Dept. Items

13. Consider and take appropriate action on a plat for recording - resubdivision of Lot 75 La Hacienda Estates (resubdivision final plat two total lots - 5.25 Acres - Doss Road) in Precinct Three. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

14. Consider and take appropriate action on an Alternative Fiscal Agreement for Raceway single family subdivision Section Two final plat (a small lot subdivision) in Precinct Two. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

15. Consider and take appropriate action on a license agreement for the American Cancer Society to hold a Relay for Life event at Northeast Metro Park in Precinct Two. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

16. Consider and take appropriate action on the following in Precinct Three:

a. A plat for recording - Sweetwater Section One, Village G1 (long form plat - 76 lots - 20.9 acres - Pedernales Summit Parkway;

b. A plat for recording - Sweetwater Section One, Village G2 (long form plat - 65 lots - 19.3 Acres - Pedernales Summit Parkway); and

c. Construction Agreements for Sweetwater Section One, Village G1 and Sweetwater Section One, Village G2 final plats. (Commissioner Huber)

Members of the Court heard from:
Anna Bowlin, Engineering Services Director, TNR

MOTION: Approve Items 16.a–c.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSENT: Ron Davis

17. Consider and take appropriate action on recommendations to appoint four voting members and four alternates to the Technical Advisory Committee of the Capital Area Metropolitan Planning Organization.

Members of the Court heard from:
Steve Manilla, County Executive, TNR

MOTION: Approve the four appointees and the four alternates recommended by Staff, with the provision that if there is disagreement among the Commissioners serving on the Capital Metropolitan Planning Organization (CAMPO) on an issue then that issue will be brought before the Commissioners Court for consideration and appropriate action.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Other Items

18. Consider and take appropriate action on request to approve Amendment No. Nine to the Memorandum of Understanding relating to security for the Combined Transportation, Emergency & Communications Center (CTECC), extending the scope of work for the Travis County Sheriff's Office through Fiscal Year 2012.

RESULT: **ADDED TO CONSENT**

19. Consider and take appropriate action regarding board and committee assignments and appointments for and by Commissioners Court members.

Members of the Court heard from:
Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Danny Hobby, County Executive, Travis County Emergency Services
Sherri Fleming, County Executive, TCHHS&VS
Deece Eckstein, Intergovernmental Relations Officer, IGR
John Hille, Assistant County Attorney

Clerk's Note: The Court discussed the following changes:
- *The replacement of Judge Biscoe by Commissioner Huber on the Capitol Area Council of Governments (CAPCOG)*
- *The replacement of Commissioner Huber by Commissioner Gómez on the Capital Area Regional Transportation Planning Organization (CARTPO)*
- *Adding the Organizational Planning Team appointments of Judge Biscoe and*

Commissioner Huber to the list of appointments
- *Assigning of a County Executive to oversee the smaller Court appointments*
- *Continuous appointments to have a term certain*
- *Updating of County employee appointments to reflect the position attached to the assignment, not the person*

MOTION: Approve the proposed changes.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The County Judge directed Staff to make the relevant changes to list and bring it back to Court Tuesday, January 17, 2012 for final approval. The Court also discussed adding the Information Technology Services (ITS) Commissioner appointments of Commissioner Eckhardt and Commissioner Huber to the list of appointments.

20. Consider and take appropriate action on revisions to Chapter One of the Travis County Code, Commissioners Court Rules of Procedure.

RESULT: **POSTPONED** **Reset for: 1/17/2012**

21. Consider and take appropriate action to reappoint Charles Cannon to serve as Commissioner to Emergency Services District No. 4 Board, effective immediately through December 31, 2013. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

22. Consider and take appropriate action to reappoint Jerry Stein to serve as Commissioner to Emergency Services District No. 6 Board, effective immediately through December 31, 2013. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

23. Consider and take appropriate action to appoint Joy Smith to serve as Commissioner to Emergency Services District No. 2 Board, effective immediately through December 31, 2013. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney
Note 2: Gov't Code Ann 551.072, Real Property
Note 3: Gov't Code Ann 551.074, Personnel Matters
Note 4: Gov't Code Ann 551.076, Security
Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

24. Consider and take appropriate action on economic development agreement with Austin Executive Airport. [5]

Judge Biscoe announced that Item 24 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

RESULT: **POSTPONED** **Reset for: 1/17/2012**

25. Consider and take appropriate action on request by RRE Austin Solar, LLC to amend the Chapter 381 agreement contract investment period from December 31, 2011 to June 30, 2013. [5]

Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

MOTION: Approve Item 25.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

26. Receive briefing and take appropriate action on draft agreement with Star of Texas Fair and Rodeo. [1]

Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Deliver to the Star of Texas Fair and Rodeo representative the County's five requested changes along with notification of the many changes requested by the Star of Texas Fair and Rodeo that Travis County has accepted, and ask the County Attorney to post this item on the agenda as appropriate.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

27. Receive briefing and take appropriate action in Regina Jackson and Rudolf Williamson, individually, and on behalf of the estate of Rachel Jackson, deceased v. John A. Ford, M.D., and Travis County, Texas; Action No. A-10-CA-522-SS. [1]

RESULT: **POSTPONED** **Reset for: 1/17/2012**

28. **At 1:45 P.M.** Interview final candidates for the position of County Executive, Planning and Budget Office:

    a. John Woodruff; and

    b. Leslie Browder. [3]

Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.074, Personnel Matters.

Members of the Court heard from:
Leroy Nellis, Interim County Executive, PBO

RESULT: **DISCUSSED** **Reset for: 1/17/2012**

Consent Items

Members of the Court heard from:
Ronnie Gjemre, Travis County Resident
Dr. John K. Kim, Travis County Resident

MOTION: Approve the following Consent Items: C1–C4 and Agenda Items 5.a–h, 7, 9, 10, 12, 13, 14, 15, 18, 21, 22, 23, and A3.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

C3. Approve the Commissioners Court Minutes for the Voting Sessions of December 20 and 27, 2011.

C4. Approve setting a public hearing on Tuesday, January 31, 2012 to receive public comments and take appropriate action regarding the proposed development agreement with TXI and the City of Austin regarding greenprint land along Gilleland Creek and the Colorado River in Precinct One.

Added Items

A1. Consider and take appropriate action on legislative activities related to interim charges, including:

a. Senate Intergovernmental Relations Committee meeting on Thursday, January 12, 2012;

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR
Danny Hobby, County Executive, Travis County Emergency Services
John Hille, Assistant County Attorney

MOTION: Send Senator Royce West and the members of the committee a copy of the prepared testimony for the Senate Transportation and Homeland Security Committee to inform them of Travis County's interest in the subject matter.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

b. Senate Transportation And Homeland Security Committee meeting on Tuesday, January 17, 2012; and

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR
Danny Hobby, County Executive, Travis County Emergency Services
John Hille, Assistant County Attorney

MOTION: Direct appropriate County Staff and a representative from Emergency Services District #6 (ESD #6) to attend the meeting on behalf of the Commissioners Court.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

c. Invitation to comment on interim charge on wild fires.

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR
Danny Hobby, County Executive, Travis County Emergency Services
John Hille, Assistant County Attorney

MOTION: Put the comments to be submitted in final form and have the County Judge sign on behalf of the Commissioners Court.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

A2. Receive status update on progress to date with Ernst & Young on the feasibility analysis of a public-private partnership for a new civil and family courthouse house.

Members of the Court heard from:
Roger Jefferies, County Executive, Justice and Public Safety (JPS)
Belinda Powell, Capital Planning Coordinator, PBO

RESULT: **DISCUSSED**

A3. Consider and take appropriate action on request to approve revised weekly investment report for December 20, 2011.

RESULT: **ADDED TO CONSENT**

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Item 1 NW RD

From: Cheryl Aker
Sent: Thursday, January 19, 2012 8:56 AM
To: Melissa Velasquez; Josie (Josephine Z.) Zavala; Cheryl A Brown
Subject: FW: Road District investments

From: Reagan Grimes
Sent: Thursday, January 19, 2012 8:56:15 AM (UTC-06:00) Central Time (US & Canada)
To: Cheryl Aker
Cc: Deborah Ann Laudermilk
Subject: Road District investments

Both Bee Caves and Northwest Travis County road districts will have investments this week that will need court approval next Tuesday.

Thank you,

Reagan Grimes
Assistant Investment Manager
512-854-9085

Item 2 NW RD

Travis County Commissioners Court Agenda Request
Northwest Travis County Road District No. 3

Meeting Date: January 24, 2012
Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Session of January 10, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, January 10, 2012 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Meeting called to order on January 10, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District Funds.

   MOTION: Make the investments in Item 1.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Margaret J. Gómez, Commissioner
   SECONDER: Ron Davis, Commissioner
   AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

2. Approve the Northwest Travis County Road District No. 3 (Golden Triangle) Minutes for the Voting Sessions of December 20 and 27, 2011.

   MOTION: Approve Item 2.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Margaret J. Gómez, Commissioner
   SECONDER: Sarah Eckhardt, Commissioner
   AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Item 1 Bee Cave RD

From: Cheryl Aker
Sent: Thursday, January 19, 2012 8:56 AM
To: Melissa Velasquez; Josie (Josephine Z.) Zavala; Cheryl A Brown
Subject: FW: Road District investments

From: Reagan Grimes
Sent: Thursday, January 19, 2012 8:56:15 AM (UTC-06:00) Central Time (US & Canada)
To: Cheryl Aker
Cc: Deborah Ann Laudermilk
Subject: Road District investments

Both Bee Caves and Northwest Travis County road districts will have investments this week that will need court approval next Tuesday.

Thank you,

Reagan Grimes
Assistant Investment Manager
512-854-9085

Travis County Commissioners Court Agenda Request
Travis County Bee Cave Road District No. 1

Meeting Date: January 24, 2012
Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Session of January 10, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

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

Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, January 10, 2012 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Meeting called to order on January 10, 2012, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District Funds.

   MOTION: Make the investments in Item 1.
   RESULT: **APPROVED [4 TO 0]**
   MOVER: Margaret J. Gómez, Commissioner
   SECONDER: Karen L. Huber, Commissioner
   AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
   ABSTAIN: Ron Davis

2. Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Sessions of December 20 and 27, 2011.

   MOTION: Approve Item 2.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Karen L. Huber, Commissioner
   SECONDER: Margaret J. Gómez, Commissioner
   AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge