



Item 2

Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

Prepared By/Phone Number: Kelly Page, TCSO Community Outreach
Unit 854-4392

Elected/Appointed Official/Dept. Head: Greg Hamilton, Sheriff *JH*

Commissioners Court Sponsor:

AGENDA LANGUAGE:

Consider and approve a proclamation for the 29th Annual National Night Out event on October 2, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The National Night Out event is a nationwide crime program which promotes cooperation between law enforcement and the community to address crime and drug prevention efforts.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

none

REQUIRED AUTHORIZATIONS:

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

PROCLAMATION

WHEREAS, The National Association of Town Watch is sponsoring a unique, nationwide crime and drug prevention program on October 2, 2012 called "National Night Out";

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

WHEREAS, The 29th Annual National Night Out provides Travis County a unique opportunity to join forces with thousands of other communities around the world in promoting cooperative police and community crime and drug prevention efforts;

WHEREAS, The Travis County Sheriff's Office plays a vital role in establishing joint crime and drug prevention efforts in Travis County and is supporting National Night Out 2012 locally;

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

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

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, ENCOURAGE ALL CITIZENS OF TRAVIS COUNTY TO JOIN THE SHERIFF'S OFFICE AND OTHER LOCAL LAW ENFORCEMENT AGENCIES, LOCAL BUSINESS SPONSORS AND THE NATIONAL ASSOCIATION OF TOWN WATCH IN SUPPORTING THE 29th ANNUAL NATIONAL NIGHT OUT.

Signed and entered this _____th day of October, 2012.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
Commissioner, Pct. 3

MARGARET GOMEZ
Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: 10/2/2012

Prepared By/Phone Number: Lisa Block, Emergency Services, 854-7954

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Approve proclamation of October 7-13, 2012, as Fire Prevention Week.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Encourage all residents to make and practice home fire escape plans that include a designated, safe meeting place. Publicize this and other fire safety tips that are recommended by the National Fire Protection Association.

STAFF RECOMMENDATIONS:

NA

ISSUES AND OPPORTUNITIES:

Use Emergency Services social media tools, the County website and a demonstration of an escape plan by Fire Marshal employees and volunteers to further media and public knowledge of fire safety measures.

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

REQUIRED AUTHORIZATIONS:

Fire Marshal	Hershel Lee	Completed	9/??/2012
Emergency Services	Danny Hobby	Completed	9/??/2012

WHEREAS, Travis County is committed to ensuring the safety and security of all those living in and visiting our County; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk of injury; and

WHEREAS, home fires killed more than 2,600 people in the United States in 2010, and fire departments in the United States responded to more than 369,000 home fires; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared, and will therefore be more likely to survive a fire; and

WHEREAS, almost three-quarters of Americans do have an escape plan; however, less than half have actually practiced it.

WHEREAS, one-third of Americans, who made an estimate when asked, thought they would have at least six minutes before a fire in their home would become life threatening, however that time is often less; and

WHEREAS, working smoke alarms cut the risk of dying in a home fire in half; and

WHEREAS, the Travis County Fire Marshal's Office and first responders are dedicated to reducing the occurrence of home fires and home fire injuries through fire prevention education; and

WHEREAS, Travis County residents are responsive to public education measures and are able to take individual steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2012 Fire Prevention Week theme, "Have Two Ways Out!" effectively serves to remind us to develop and practice a home fire escape plan during Fire Prevention Week and year-round.

NOW, THEREFORE, BE IT RESOLVED, that the Travis County Commissioners Court hereby proclaims October 7-13, 2012, as Fire Prevention Week, and encourages all

residents to make and practice home fire escape plans that include a designated, safe meeting place during Fire Prevention Week 2012.

Signed and entered this 2nd day of October 2012.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
Commissioner, Pct. 3

MARGARET GÓMEZ
Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 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:

APPROVE RESOLUTION TO THE TEXAS DEPARTMENT OF AGRICULTURE IN SUPPORT OF A GRANT FOR MEALS ON WHEELS AND MORE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The resolution is part of the grant application Meals On Wheels and More sends each year to the Texas Department of Agriculture. The Texas Department of Agriculture has a pot of money that they distribute to home-delivered meal programs that get reimbursed from their respective counties for delivering meals to homebound citizens (Texans Feeding Texans: Home-Delivered Meal Grant Program). For Meals On Wheels and More, the grant from TDA is a huge chunk of their meal-delivery program, providing them with about \$600,000 this year. (The amount has been going down each year as more home-delivered meal programs apply and as the State's budget shrinks, but they started off with \$1.4 million from them.) To apply for funding, TDA requires that they receive a resolution from Travis County.

The amount Meals On Wheels and More received from the County is the same as it was last year: \$115,026.

Dan Pruett from Meals On Wheels and More will be attending the meeting to receive the resolution.

STAFF RECOMMENDATIONS:

Recommend approval.

FISCAL IMPACT AND SOURCE OF FUNDING:

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.

Resolution



RESOLUTION AUTHORIZING COUNTY GRANT

TEXAS DEPARTMENT OF AGRICULTURE
HOME-DELIVERED MEAL GRANT PROGRAM

A RESOLUTION OF THE COUNTY OF TRAVIS, TEXAS CERTIFYING THAT THE COUNTY HAS MADE A GRANT TO **MEALS ON WHEELS AND MORE**, AN ORGANIZATION THAT PROVIDES HOME-DELIVERED MEALS TO HOMEBOUND PERSONS IN THE COUNTY WHO ARE ELDERLY AND/OR HAVE A DISABILITY CERTIFYING THAT THE COUNTY HAS APPROVED THE ORGANIZATION'S ACCOUNTING SYSTEM OR FISCAL AGENT.

WHEREAS, the Organization desires to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services to homebound persons in the County who are elderly and/or have a disability, pursuant to the Home-Delivered Meal Grant Program (the "Program");

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization, in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules require the County to approve the Organization's accounting system or fiscal agent, in order for the Organization to be eligible to receive Program grant funds.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, do hereby certify that Travis County has made a grant to the Organization in the amount of \$115,026.00, to be used between the 1st day of January, 2012 and the 31st day of December, 2012; that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability; and that Travis County has approved the Organization's accounting system or fiscal agent.

BE IT FURTHER RESOLVED that the Travis County Commissioners Court urges the Texas Department of Agriculture to provide the requested grant funding to Meals on Wheels and More.

Signed and entered this 2nd day of October, 2012.

SAMUEL T. BISCOE
Travis County Judge

RON DAVIS
Commissioner, Pct. 1

SARAH ECKHARDT
Commissioner, Pct. 2

KAREN HUBER
Commissioner, Pct. 3

MARGARET J. GÓMEZ
Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN INTERLOCAL AGREEMENT BETWEEN TRAVIS COUNTY AND CITY OF AUSTIN RELATED TO FUNDS AVAILABLE FROM CAPITAL AREA OF GOVERNMENTS (CAPCOG) UNDER RULE 251.3 OF THE TEXAS HEALTH AND SAFETY CODE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Under 251.3 of the Texas Health and Safety Code, CAPCOG returns unused 9-1-1 revenue to Travis County to help purchase 9-1-1 related services and equipment. These funds come to the County every two years. In previous funding cycles, the funds have been used to construct the Combined Transportation, Emergency, and Communications (CTECC) 9-1-1 Backup Center, and to support 9-1-1 call-taking systems at CTECC. On January 31, 2012, Travis County received \$513,872.00, which is the reason for this request. From this total, the Court has already allowed the disbursement of \$59,194.00 for the Lakeway Police Department Public Safety Answering Point. This request is to allow the disbursement of the remaining funding of \$454,678.00 to be used in 2013 to accommodate remote access by agencies dispatched by the Austin Fire Department (AFD) to allow them to retrieve their call record data from AFD's record management system. Funds will also be used to continue building out new 9-1-1 telephony and radio voice recording systems at the Combined Transportation Emergency Communications Center (CTECC) and the CTECC Back-up Center, to further enhance capacity and resiliency of these systems. The City of Austin will receive payment of these funds within 30 days of final execution of this interlocal agreement.

STAFF RECOMMENDATIONS:

Emergency Services recommends approval of this interlocal agreement.

ISSUES AND OPPORTUNITIES:

This request is important for the timely replacement and maintenance of equipment at CTECC which provides vital 9-1-1 service to our residents in Travis County. 251.3 was developed for the purpose of assisting with operational expenditures at CTECC and for our public safety agencies. To have this revenue stream has proven to save our general fund dollars over the years we have received it.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact since we have received the funds from CAPCOG.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567

Kapp Schwebke, Auditor's Office, 854-6628

Bill Derryberry, PBO. 854-4741

Marvin, Brice, Purchasing Office, 854-9765

Christine Lego, Emergency Services, 854-4855

Toby Fariss, Emergency Services, 854-4762

INTERLOCAL COOPERATION AGREEMENT
FOR USE OF REVENUE RETURNED UNDER RULE 251.3
BETWEEN THE CITY OF AUSTIN AND TRAVIS COUNTY

This Agreement is made by the following parties:

Travis County, a political subdivision of Texas ("County"), and

City of Austin, a home rule municipality in Texas, ("City"), and

collectively referred to as the "Parties" or individually referred to as a "Party".

RECITALS

Travis County is a member of Capital Area Council Of Governments ("CAPCOG"). Pursuant to Rule 251.3, the Commissioner on State Emergency Communications Rule for the Largest County ("CSEC Rule"), CAPCOG must return certain funds to County. County must use these funds for the sole purpose of reimbursing and funding eligible 9-1-1 system operation and network expenditures in compliance with that rule.

The purpose of this agreement is to provide the City funds for the purchase of 9-1-1 system related equipment, maintenance, services, and training to support the Combined Transportation, Emergency and Communications Center public safety answering point operations.

Both County and City are authorized pursuant to TEX. GOV'T CODE ANN., Chapter. 791, to enter into an Interlocal Cooperation Agreement for the purpose described in this agreement, to which both City and County benefit.

AGREEMENT

NOW, THEREFORE, County and City agree to the following terms and conditions:

1 Term.

1.1 Contingent Term. This agreement is contingent upon both the continuation of and the existence of Rule 251.3, the CSEC Rule. If this Rule is changed or amended so that funding is not provided to County for any reason, this agreement is automatically terminated.

1.2 Term. This agreement commences on October 1, 2012, and ends on September 30, 2013, unless terminated or amended ("Contract Year"). The Agreement is effective on the date that it is signed by the last party ("Effective Date").

2 City Responsibilities.

2.1 During the Contract Year, City shall use the funds provided under this agreement for purchases only in compliance with the expenditures described in Attachment A to support the Combined Transportation, Emergency and Communications Center public safety answering point operations.

2.2 Notice of Completed Expenditures. Within sixty (60) days of the date of the City's last purchase made under this agreement, City shall provide County with a description of City expenditures made with the funds received from County as stated in this agreement.

2.3 Purchase of Equipment, Services, and Training. City shall request funding for purchase of communications equipment, facilities, and services directly related to 9-1-1 emergency response that supports the Combined Transportation, Emergency and Communications Center public safety answering points operations.

2.4 Current Revenue Payments. City shall pay for all costs incurred with current revenue funds that consist of the County's one-time transfer of \$454,678 to the City.

2.5 Compliance with Laws. City shall comply with all applicable laws, rules and regulations in the performance of this agreement.

3 County Responsibilities.

3.1 Notice of Limitations. If funds are available for funding or reimbursement of City purchases, County may notify City of return of any revenue under Rule 251.3.

3.2 Determination of Funding. County has determined the types of expenditures that would most benefit the 9-1-1 system, the total amount of funding available for the City's 911-related purchases in the Contract Year, and this is described in Attachment A. County has also considered the notices received from the City to fund expenditures that comply with Rule 251.3 for the Contract Year.

3.3 Current Revenue Payments. Within 30 days after the Effective Date of this Agreement, County shall make a one-time transfer of \$454,678 from current revenue funds to the City for 911-related purchases and expenditures described in Attachment A.

3.4 Compliance with Laws. County shall comply with all applicable laws, rules and regulations in the performance of this agreement.

4 Liability. County is not liable for any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly as a result of this agreement.

5 Retention, Accessibility and Audit of Records.

5.1 City Retention. City shall maintain all records and documentation for all 911-related purchases made under this agreement in a readily available state and location for three (3) years after the agreement term in which City last received funds or until all audit and litigation matters that either Party has brought to the attention of the other Party are resolved, whichever is longer.

5.2 County Access. Subject to reasonable notice, City shall give County, or its duly authorized representatives, access to and the right to examine all records, and other papers related to 911-related purchases made under this agreement, at reasonable times and for reasonable periods. These rights to access continue as long as these records are retained by City.

5.3 County Audit. County has the right to conduct a financial audit of the City's performance of this agreement at County's expense. City agrees to permit County, or its authorized representatives, to audit City's records that relate to this agreement and to obtain any document, materials or information necessary to facilitate this audit.

6. Limit on County Agents. No agent, official, employee, or representative of County has the authority to amend or assign this agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court.

7 County Right to Contract: Other Entities. County may contract with other entities to provide for the use of other revenue returned pursuant to Rule 251.3.

8 Breach. The failure of either party to comply with the terms and conditions of this agreement is a breach of this agreement.

9 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreeable mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §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. The parties may agree, in writing, to waive the confidentiality requirement of certain records and communications of the mediation stated in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073.

10 Termination.

10.1 County Termination. County may terminate this agreement for one or more of the following reasons at any time in compliance with 10.2.

10.1.1 City has failed to use the funds provided in compliance with this agreement and Rule 251.3,

10.1.2 City has failed to comply with any term or condition of this agreement, or

10.1.3 County has failed to receive any funds pursuant to Rule 251.3.

10.2 Procedure. At least twenty (20) days before the effective date of termination, County must notify City in compliance with Section 15 below of the decision to terminate this agreement, the existence and nature of the breach, and the effective date of termination. City may avoid termination of this agreement pursuant to 10.1 if City cures the breach to the satisfaction of County within twenty (20) days of receipt of this notice. This time to cure may be extended, at the sole discretion of County, as long as the City diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the City is in default and the participation of the City is automatically terminated on that date.

10.3 City Termination. City may terminate this agreement at any time in compliance with 10.4 if County has failed to comply with any term or condition of this agreement:

10.4 Procedure. At least twenty (20) days before the date of termination, City must notify County in compliance with Section 15 below of the decision to terminate this agreement, the reasons for termination, and the effective date of termination. County may avoid termination of this agreement if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the City prior to the effective date of termination.

10.5 Mutual Termination. Either party has the right to terminate this agreement when both parties agree, in writing, that the continuation of the activities under this agreement would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination.

11 Non-Waiver and Reservation of Remedies.

11.1 Non-Waiver. Any act of forbearance by either party to enforce any provision of this agreement must not be construed as a modification of this agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this agreement must not be construed as a waiver of that right or privilege. In this agreement, County and City do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

11.2 Reservation of Rights and Remedies. All rights of both parties under this agreement are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this agreement. Any right or

remedy stated in this agreement must not preclude the exercise of any other right or remedy under this agreement at law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

12 Entire Agreement.

12.1 Attachment. Attachment A- 911 related Equipment, Maintenance, Services, and Training is made a part of this contract.

12.2 Agreement All Inclusive. All oral and written agreements between the parties to this agreement relating to the subject matter of this agreement that were made prior to the execution of this agreement have been reduced to writing and are contained in this document.

13 Assignability. Neither party may assign any of the rights or duties created by this agreement without the prior written approval of the other party. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

14 Amendments.

14.1 Amendment of Agreement. Any change to the provisions of this Agreement must be made in writing and signed by both parties: County and City. It is acknowledged by City that no officer, agency, employee or representative of County has any authority to change the provisions of this agreement unless expressly granted that authority by Commissioners Court.

14.2 City Request. City must submit all requests for changes to this agreement to County Executive, Emergency Services. The County Executive, Emergency Services must present the City's requests to Commissioners Court for consideration.

14.3 County Request. County must submit all requests for changes to this agreement to the City Wireless Communication Services Manager. Depending on the nature of the agreement change, the City Wireless Communication Services Manager will present County's requests to either the City Manager or the City Council for consideration.

15 Notices.

15.1 Method of Notice. Any notice required or permitted to be given under this agreement by one party to the other must be in writing and must be given and is deemed to have been given immediately if delivered in person to the address set forth in 15.2 or 15.3 for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address specified in 15.2 or 15.3.

15.2 Address of County. The address of County for all purposes under this contract must be:

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

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767-1748
File No. 260.254.11

and

Danny Hobby (or his successor)
County Executive, Emergency Services
P. O. Box 1748
Austin, Texas 78767-1748

15.3 Address of City. The address of the City for all purposes under this agreement and for all notices hereunder must be:

Stephen Elkins
Chief Information Officer
City of Austin
CTM Riverside
1124 South IH-35, Suite 300, Austin, TX 78704

And

Chuck Brotherton
Wireless Communication Services Manager
Wireless Communication Services Division
City of Austin
1006 Smith Road, Austin, TX 78721

15.4 Change of Address. Each party may change the address for notice to it by giving notice of the change in accordance with the provisions of 15.1.

16 Interpretation of Contract.

16.1 Third Party Rights Not Created. This agreement is not intended and shall not be construed to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor City is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

16.2 Law. This agreement is governed by the laws of Texas and is performable in Travis County, Texas.

16.3 Severability. If any portion of this agreement is ruled invalid by a court of competent jurisdiction, the remainder of the agreement must be construed as if that portion were not included in the agreement and the remainder must remain valid and binding.

16.4 Definitions. In this Agreement,

16.4.1 City Council "City Council" means the City Council of the City of Austin.

16.4.2 Commissioners Court. "Commissioners Court" means the Travis County Commissioners Court.

16.4.3 Contract Year. "Contract Year" means the 12-month term of this agreement that begins on October 1, 2012 and ends on September 30, 2013.

16.4.4 Day. "Day" means calendar day.

16.4.5 Equipment. "Equipment" means the radios, pagers, console equipment, computer hardware and software and other communications equipment described in Attachment A and operated by City.

16.5 Computation of Time. When any period of time is stated in this agreement, the time must 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 either County or City has declared a holiday for its employees, these days must be omitted from the computation.

16.6 Number and Gender. Words of any gender in this agreement must be construed to include any other gender and words in either number must be construed to include the other unless the context in the agreement clearly requires otherwise.

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

17 Legal Authority.

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

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

17 Duplicate Originals.

17.1 This document is executed in duplicate originals.

TRAVIS COUNTY

By:

Samuel T. Biscoe, County Judge
Travis County, Texas

Date: _____

CITY OF AUSTIN

By:

Marc A. Ott
City Manager

Date: _____

**City and County
Interlocal Cooperation Agreement**

Attachment A – Equipment

The Equipment, Maintenance, Services, and Training that the City is authorized to purchase under this Agreement during the Contact Year, includes but is not limited to the following:

- 1. Computer-aided Dispatch and Records Management Hardware, Software, and Services for Travis County, Travis County Emergency Services Districts, and CTECC Dispatching Agencies.**
- 2. 9-1-1 Emergency Telephony and Radio Recording Systems Enhancement and Redundancy for CTECC and 9-1-1 Backup Center: Equipment, Services, and Training.**

The total funding available for City under this Agreement during Contract year for 911-related purchases is \$454,678.00.

Agency	Equipment, Facilities, Services	Price Each	Qty	Subtotal	Total
CITY	ESD CAD Records Access, equipment and services,	\$45,000		\$45,000	\$45,000
CITY	NICE 9-1-1 and Radio Recording Enhancement and Redundancy for CTECC and 9-1-1 Backup Center, equipment, services, training	\$409,678		\$409,678	\$409,678
TOTAL					\$454,678



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

Prepared By/Phone Number: David Walch, 46663; Marvin Brice CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 2 to Contract No. 4400000680, (H.T.E. No. PS080006VR) Providence Service Corporation of Texas, for the provision of Psychiatric and Counseling services for the Collaborative Opportunities for Positive Experience Program (COPE) Mental Health Program and Families.

- **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 Psychological/Counseling and Assessment Services for Juvenile Probation's COPE Program.

This Modification No. 2 increases the contracted rate for Psychiatric Evaluations from \$125.00 to \$175.00 per unit of care. Follow up appointments are also being added to the contract at a rate of \$90.00 per unit of care.

Modification No. 1 changed the mailing address of the vendor.

- **Contract Expenditures:** Within the last 12 months \$4,8470.50 has been spent against this contract/requirement.

- **Contract-Related Information:**

Award Amount: As Needed Contract

Contract Type: Professional Services Agreement

Contract Period: October 16, 2007 to September 30, 2008

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 Modification Information:**

Modification Amount: N/A – As Needed
Modification Type: Bilateral
Modification Period: October 2, 2012 – Until Terminated

➤ **Funding Information:**

- Shopping Cart/Funds Reservation in SAP: N/A
- Funding Account(s): **623-4514-593-4099**
- 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.

MODIFICATION OF CONTRACT NUMBER: 4400000680 (H.T.E.

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**PS080006VR) – Psychiatric
& Counseling Services**

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST, STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: David Walch TEL. NO: (512) 854-6663 FAX NO: (512) 854-9185	DATE PREPARED: August 24, 2012
ISSUED TO: Providence Service Corporation of Texas 1524 IH 35 South, Ste. 210 Austin Texas 78704.	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: September 16, 2007
ORIGINAL CONTRACT TERM DATES: 09/16/07 – 09/30/08		CURRENT CONTRACT TERM DATES: 09/16/07 – until terminated

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: On as needed basis Current Modified Amount \$ on as needed basis

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.

In accordance with Section 14.0 Amendments/Modifications of the current contract, the following attachments will be modified as follows:

- A. Delete "Attachment B Fee Schedule" in its entirety and replace it with revised "Attachment B Fee Schedule, Dated August 24, 2012, attached hereto and made a part hereof.

Note to Vendor:

Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>Providence Service Corp. of Texas</u>	<input type="checkbox"/> DBA
BY: <u>[Signature]</u> SIGNATURE	<input type="checkbox"/> CORPORATION
BY: <u>Norman R. Mealey</u> PRINT NAME	<input type="checkbox"/> OTHER
TITLE: <u>Texas State Director</u> ITS DULY AUTHORIZED AGENT	DATE:
TRAVIS COUNTY, TEXAS	DATE:
BY: <u>[Signature]</u> CYD VI GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

ATTACHMENT B
FEE SCHEDULE

Dated: August 24, 2012

For and in consideration of CONTRACTOR providence's full and satisfactory performance of the services and activities described in the Scope of Services, Travis County shall pay CONTRACTOR at a rates listed below:

The counseling will be provided either by a licensed therapist (LCSW, LPC) or a master level intern (LMSC, LPC-I). The rate schedule below will reflect the licensure of the therapist/intern.

Individual counseling In-home (50 minutes in length)	1. LCSW, LPC	1. \$65.00
	2. LMSC, LPC-I	2. \$55.00
Individual counseling in-office (50 minutes in length)	1. LCSW, LPC	1. \$55.00
	2. LMSW, LPC-I	2. \$45.00
Family counseling In-home (50 minutes in length)	1. LCSW, LPC	1. \$65.00
	2. LMSW, LPC-I	2. \$55.00
Crisis intervention 24hr/7 day/week	1. LCSW, LPC	NO CHARGE
Psychiatric evaluation	1. MD	1. \$175.00
Follow-up Psychiatric Appointments	1. MD	1. \$90.00

County will not pay for sessions scheduled but not provided by CONTRACTOR, even in circumstances when the client does not appear for a scheduled appointment.

RECEIVED
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TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

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

TO: Cyd Grimes
Purchasing Agent

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

RE: Contract Number 440000680 - Providence of Texas - COPE

DATE: August 22, 2012

Travis County Juvenile Probation is currently contracting with Providence to provide services for Juvenile Offenders, for Psychiatric and Counseling Services for our Collaborative Opportunities for Positive Experience (COPE) Division.

We are requesting a modification to the contract to increase the Psychiatric Evaluation from \$125.00 to \$175.00 and to add \$90.00 for follow up appointments. Enclosed are two documents: Attachment "A" represents the scope of services and Attachment "B" represents the fee schedule. The following details how this contract is interchangeably funded:

Name: Providence Service Corporation of Texas (COPE)
Contract Number : 440000680 Previously (PS0800006VR)
GL / Commitment Item / Sponsored Class: 511010
Cost Center: 1450562016 or 1450562060 or 1450340001
Internal Order: 100089 or 100036
Grant Number: 800091 800032

If you need additional information in order to proceed, please do not hesitate to call me.

cc: Barbara Swift
Gail Penney-Chapmond
Sylvia Mendoza
Chris Hubner
Mike Williams
David Walsh

TRAVIS COUNTY JUVENILE PROBATION I

ESTELA P. MEDINA
Chief Juvenile Probation Officer

COPE

CES
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S
ON

MEMORANDUM

RECEIVED
MAY 08 2012
Chief Juvenile Probation Officer
Estroin

May 3, 2012

To: Estela P. Medina
Chief Juvenile Probation Officer

Through: *Barbara Swift*
Barbara Swift
Deputy Chief Juvenile Probation Officer

From: *Gail Penney-Chapmond*
Gail Penney-Chapmond, Director Special Services

Subject: Request to Amend Contract

*Barbara
see me
Thank you*

This request is to Amend Providence contract with COPE to increase the Psychiatric Evaluation from \$125.00 to \$175.00 and add in \$90.00 for follow up appointments. The Psychiatrist takes Medicaid which will allow the juvenile to continue with the Psychiatrist after discharge from COPE.

SYLVIA MENDOZA

From: Chris Hubner
Sent: Friday, August 17, 2012 9:19 AM
To: SYLVIA MENDOZA
Subject: Contract
Attachments: Providence of TX K - 08-12.doc

Good Morning Sylvia,
On the last page you'll find Attachment B – Fee Schedule.

The changes I made were: 1) Psych eval fee from 125 to 175; and 2) added "Follow-up psych appts" by MD for 90.

Please let me know if this is all you need from me at this time.

Thanks,

Chris Hubner



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 5 to Contract No. 4400000018, (HTE No. 07AE0019JW), HNTB Corp for Frate-Barker Road Improvements.

- **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 project is for roadway improvements for approximately 1.3 miles of Frate-Barker Road following approximately the existing alignment from Manchaca Road to Brodie Lane, which will involve converting the existing two-lane rural roadway to a four-lane minor arterial with a continuous left turn lane. Also included will be detention and water quality control features.
- This Change Order number five (5) is for Additional Services as a result of comments received from federal agencies during their review for Travis County's environmental assessment to be approved by FHWA. Additionally, updates and revisions to the plans made necessary by additional developments within the proposed project limits since the current state of the construction plans were developed over the last four years are included with these additional services. This modification will increase the contract amount by \$156,864.00, from \$824,035.24 to \$980,899.54, and the aggregate change order amount results in a 20.77% increase of the original contract amount.

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 4 increased the contract amount by \$10,312.50 for additional design services. Such design services were for additional survey services due to the environmental clearance process being extended.
- Modification 3 increased the contract amount by \$1,528.65 for additional design services. Such design services were for additional karst survey services and biological assessment services.
- Modification 2 removed the 6.14% DBE goal as it should not have been assigned, rather it was determined that this project would be Race-Neutral DBE Participation, with a 0.00% goal. Travis County continues to track progress towards the HUB program goals/sub-goals, in which HNTB exceeded such goals/sub-goals with a calculated 20.4% of contract amount to be subcontracted with certified HUBs.
- Modification 1 modified Attachment J Insurance Requirements of the contract.
- **Contract Expenditures:** Within the last 12 months \$31,728.44 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$812,194.39
 - Contract Type: A/E
 - Contract Period: Through completion
- **Contract Modification Information:**
 - Modification Amount: \$156,864.00
 - Modification Type: A/E
 - Modification Period: Through completion
- **Solicitation-Related Information: N/A**

Solicitations Sent:	Responses Received:
HUB Information:	% HUB Subcontractor:
- **Special Contract Considerations: 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.

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

➤ **Funding Information:**

- Shopping Cart(s)/Funds Reservation in SAP: 300000180
- Fund Center(s): 1490190001; 1498000001
- 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.

MODIFICATION OF CONTRACT NUMBER: 07AE0019JW, Frate-Barker Road

Improvements

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST., Suite 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 7, 2012
ISSUED TO: HNTB Corporation 301 Congress Avenue, Suite 600 Austin, TX 78701	MODIFICATION NO.: <p style="text-align: center;">5</p>	EXECUTED DATE OF ORIGINAL CONTRACT: August 21, 2007

ORIGINAL CONTRACT TERM DATES: 8/21/07 - through project completion **CURRENT CONTRACT TERM DATES:** 8/21/07 - through project completion

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$812,194.39 Current Modified Amount \$980,899.54.

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.

A. The additional Work Product 2, 3, and 4 Services, as outlined in Contractor's Supplemental Agreement 03, attached hereto and made a part hereof, are hereby added to the contract. As a result of these additional Work Product 2, 3, and 4 Services, contract Basic Services pricing is adjusted as follows:

1. Reference ATTACHMENT A, SECTION 1:

- a. Paragraph 1.1: The Basic Services sum is changed from \$542,961.50 to \$697,470.50, an increase of \$154,509.00.
- b. Paragraph 1.3: (ii) Work Product 2 (30% Design) is changed from \$240,894.00 to \$288,432.00, an increase of \$47,538.00.
- c. Paragraph 1.3: (iii) Work Product 3 (60% Design) is changed from \$103,965.00 to \$120,856.00, an increase of \$16,891.00.
- d. Paragraph 1.3: (iv) Work Product 4 (100% Design) is changed from \$37,742.50 to \$127,822.50, an increase of \$90,080.00.

B. Reference ATTACHMENT A, SECTION 4 - REIMBURSABLE EXPENSES, 4.1:

REIMBURSABLES TOTAL NOT TO EXCEED is changed from Two Hundred Eighty One Thousand, Seventy Four and Four cents (\$281,074.04) to Two Hundred Eighty Three Thousand, Four Hundred Twenty Nine and Four cents (\$283,429.04), an increase of \$2,355.00.

C. Reference ATTACHMENT A, SECTION 5 - TOTAL AGREEMENT SUM. The Total Agreement Sum is changed from an NTE amount of \$824,035.54 (\$542,961.50 Basic Services, and NTE amount of \$281,074.04 Reimbursable Expenses) to an NTE amount of \$980,899.54 (\$697,470.50 Basic Services, and NTE amount of \$283,429.04 Reimbursable Expenses) an increase of \$156,864.00.

D. The Contract Scope of Services is modified to include the performance by Engineer of the additional Work Product 2, 3, and 4 Services as outlined in Contractor's Scope of Services (Attachment A of Supplemental Agreement 03).

Note to Vendor:

- [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: HNTB CORPORATION

BY: *[Signature]*
SIGNATURE

BY: GLENN G. GREGORY, JR., P.E.
PRINT NAME

TITLE: VICE PRESIDENT
ITS DULY AUTHORIZED AGENT

- DBA
- CORPORATION
- OTHER

DATE:
9/12/12

TRAVIS COUNTY, TEXAS

BY: *[Signature]*
CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT

DATE:

TRAVIS COUNTY, TEXAS

BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DRAFT

DATE:

ENCLOSURE
2012 SEP 18 10:10 AM
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Frate Barker Road Improvements
Contract No. 07AE0019JW

43508 Supplemental Agreement 03

ATTACHMENT A

SUPPLEMENTAL SCOPE OF SERVICES 03

SERVICES TO BE PROVIDED BY THE CONSULTANT

INTRODUCTION

The County requires additional services from the Consultant to project including additional project management, environmental assessment tasks, and drainage design tasks due to the extended environmental clearance process.

WORK PRODUCTS 2 AND 3

ENVIRONMENTAL ASSESSMENT

Noise Analysis – The CONSULTANT shall perform noise analysis for one additional alignment (two alignments included in original scope of work).

Historic Resources Survey – The CONSULTANT shall revise the Historical Resources Survey to reflect the new guidance from TxDOT Environmental Affairs that was not available until after the preliminary submittal to TxDOT.

Indirect and Cumulative Impacts – The CONSULTANT shall revise the Indirect and Cumulative Impacts statement to reflect new guidance from TxDOT Environmental Affairs that was not available until after the preliminary submittal to TxDOT.

Revisions to Environmental Assessment – The CONSULTANT shall prepare four additional submittals/ revisions of the Environmental Assessment (four submittals were included in the original scope four additional have been required by the resource agencies for a total of eight submittals). Two of the additional submittals were required due to revised guidance from TxDOT relating to the impacts effects for USFWS processing.

Public Notice – The CONSULTANT shall prepare and arrange to publish one additional public notice as required by FHWA upon incorporation of the public hearing notes into the Environmental Assessment Document. This is a new requirement from FHWA that was not included in the original scope of services.

PROJECT MANAGEMENT

Project Management and Coordination – the Consultant shall manage activities associated with the project. Establishment of the project schedules and channels of communication will be included in this task. Communications associated with the project will be directly channeled through the CONSULTANT for distribution to the project team as appropriate.

The CONSULTANT will meet with the designated County Project Manager, TxDOT Project Manager, and City of Austin Project Manager to report on progress and to ensure all components of the project are proceeding in compliance with the scope of services and

Frate Barker Road Improvements
Contract No. 07AE0019JW

43508 Supplemental Agreement 03

according to the project schedule. The purpose of these meetings is to evaluate the project status, determine necessary adjustments to the project work plan and schedule, and plan upcoming events and to discuss and resolve project technical issues. The CONSULTANT will prepare minutes of each meeting and circulate to all attendees.

General Administration – Perform general administration duties required to maintain the project. These duties include:

- Coordination with subconsultants: Prepare and execute contracts with subconsultants, monitor subconsultant activities (staff and schedule), and review and process subconsultant invoices. Subconsultant progress reports and invoices will be incorporated into the monthly progress report and invoices.
- Preparation of monthly progress reports and invoices: The invoice content and format will be in accordance with the specified County criteria. Monthly progress reports will include:
 - Activities during the reporting period
 - Overall status of the project
- Record keeping and file management
- Data management and file transfers for required elements of the project
- All plans, including electronic files, shall be turned over to the County at project's completion/contract close-out
- Quality Control/Quality Assurance.

This supplement includes the continuation of the above tasks as defined in the master agreement for the extended duration of the contract. Specifically, this supplement includes 25 additional months of Project Management efforts (meetings and coordination with the County and TxDOT) for Work Product 2 (5 months anticipated/contracted, 30 months actual duration) and 14 additional months of Project Management efforts (meetings and coordination with the County and TxDOT) for Work Product 3 (3 months anticipated/contracted, 17 months actual duration to date). This scope includes project management for actual efforts during this time frame only.

WORK PRODUCT 4

The CONSULTANT shall prepare an interim submittal at the 90% design phase providing 90% design level plans, specifications, estimates, and quantities for review by Travis County and TxDOT. (Projected time for completion of Work Product 4 will be 60 calendar days from NTP for the 90% submittal and 30 days from receipt of Travis County and TxDOT comments for preparation of the final plans and specifications as defined in the master agreement.) This supplemental work authorization includes continuation of tasks from work products 1 through 4 to address comments and prepare the additional submittal. (Original contract scope did not include a 90% submittal phase.)

Project Management and Coordination – the Consultant shall manage activities associated with the project. Establishment of the project schedules and channels of communication will be included in this task. Communications associated with the project will be directly channeled through the CONSULTANT for distribution to the project team as appropriate.

Frate Barker Road Improvements
Contract No. 07AE0019JW

43508 Supplemental Agreement 03

The CONSULTANT will meet with the designated County Project Manager, TxDOT Project Manager, and City of Austin Project Manager to report on progress and to ensure all components of the project are proceeding in compliance with the scope of services and according to the project schedule. The purpose of these meetings is to evaluate the project status, determine necessary adjustments to the project work plan and schedule, and plan upcoming events and to discuss and resolve project technical issues. The CONSULTANT will prepare minutes of each meeting and circulate to all attendees.

General Administration – Perform general administration duties required to maintain the project
These duties include:

- Coordination with subconsultants: Prepare and execute contracts with subconsultants, monitor subconsultant activities (staff and schedule), and review and process subconsultant invoices. Subconsultant progress reports and invoices will be incorporated into the monthly progress report and invoices.
- Preparation of monthly progress reports and invoices: The invoice content and format will be in accordance with the specified County criteria. Monthly progress reports will include:
 - Activities during the reporting period
 - Overall status of the project
- Record keeping and file management
- Data management and file transfers for required elements of the project
- All plans, including electronic files, shall be turned over to the County at project's completion/contract close-out

Quality Control/Quality Assurance

ROADWAY DESIGN

Drainage Design –

- Hydrologic Design
 - The CONSULTANT shall update the Hydrologic Design as outlined in the master contract to account for changes in development adjacent to the project area that have effected drainage areas and eliminated one outlet point that was included in the previous design.
 - Re-evaluation of drainage area for box culverts located on the branch of Bear Creek per City of Austin comments and recommendations.
- Hydraulic Design
 - The CONSULTANT shall update the Hydraulic Design as outlined in the master contract to account for changes in development adjacent to the project area. These updates include the redesign of the center drainage area (Inlets C-1 through C-8) that was proposed to outlet to an existing drainage course on the south side of the road at Station 145+46. Since the design has been completed, a site development has been constructed on the site and modified the drainage pattern, requiring redesign of this section of the storm sewer.
 - Additional Design for box culverts on the branch of Bear Creek associated with City of Austin comments and recommendations.

Frate Barker Road Improvements
Contract No. 07AE0019JW

43508 Supplemental Agreement 03

DELIVERABLE

The CONSULTANT shall prepare an interim submittal at the 90% design phase providing 90% design level plans, specifications, estimates, and quantities for review by Travis County and TxDOT.



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

Prepared By/Phone Number: David Walch, 46663; Marvin Brice, CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: : **Approve Modification No. 5 to Contract No. 4400000635, (H.T.E. No. PS030292JW) Rockdale Regional Juvenile Justice Center, for the provision of Residential Treatment Services.**

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

This agreement is for the provision of residential treatment services for juvenile offenders within Travis County's Juvenile Probation Department. Travis County has approximately 34 active Residential Treatment Service Contracts within different counties throughout Texas. These agreements are used on an as needed basis, according to the specific needs of the youths being placed. Travis County pays the daily cost set by the State of Texas Juvenile Justice Department in accordance with the facility type and level of service provided.

This Modification No. 5 updates this contract to reflect the Prison Rape Elimination Act contract language now required by the Texas Juvenile Justice Department for all Title IV-E facilities.

Modification No. 4 updated the Section 4.1.2 Non-Title IV-E Placements clause in the contract to reflect reimbursement at the state approved Title IV-E Foster Care Rates.

Modification No. 3 clarified Section 3.13 regarding the use of restraints.

Modification No. 2 Replaced Attachment "A" Insurance Requirements with a revised Attachment "A" to reflect changes in specific requirements.

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 1 revised the reimbursement rate for Moderate and Specialized levels of care.

- **Contract Expenditures:** Within the last 12 months \$171,171.24.00 has been spent against this contract/requirement.

- **Contract-Related Information:**
 - Award Amount: N/A As needed contract
 - Contract Type: Professional Services Agreement
 - Contract Period: September 4, 2003 – Until Terminated

- **Contract Modification Information:**
 - Modification Amount: N/A As needed contract
 - Modification Type: Bilateral
 - Modification Period: October 2, 2012 – Until Terminated

- **Funding Information:**
 - Shopping Cart/Funds Reservation in SAP: N/A
 - Funding Account(s): 001-4543-593-6205
 - Comments: Funds will be verified on an as needed basis through Shopping carts processed against the contract.

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

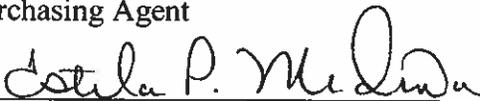


TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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: Residential Placement Contracts – Modification
Contract Language for PREA and Contracted Components of Care

DATE: August 22, 2012

The Travis County Juvenile Probation Department is requesting an update to all the current residential treatment contracts to include new language referencing PREA (the Prison Rape Elimination Act). In addition, the Texas Juvenile Justice Department (TJJD) is requiring that the Title IV-E facilities contracts reference the Contracted Components of Care as shown in Attachment "C". The attachment provided by your department, lists the current residential treatment contracts.

The attachments also include the specific PREA language to be included in Section 3.17.1 of each of the contracts and the Contracted Components of Care language to be included in Section 3.17.4 of the HMIH Cedar Crest, LLC, Brookhaven Youth Ranch, Gulf Coast Trades Center, Pegasus School, Inc., Krause Children's, and Cornell Corrections of Texas contracts only.

If you need additional information in order to proceed, please do not hesitate to contact Sylvia Mendoza at 854-7008 or Chris Hubner at 854-7109.

Thank you.

cc: Sylvia Mendoza, Financial Manager, TCJPD
Chris Hubner, General Counsel, TCJPD
Barbara Swift, Deputy Chief, TCJPD
Michael Williams, Lead Accountant, TCJPD
David Walsh, Purchasing Agent Assistant, III

EPM: sm

Central Contract Number	Central Contract Name	Legacy Contract Number	Supplier
4400000591	RESID TRTMT:BROOKHAVEN YOUTH PS000212JW	PS000212JW	BROOKHAVEN YOUTH RANCH INC
4400000590	RESID TRTMT:CEDAR CREST FOUND PS000211JW	PS000211JW	HMIH CEDAR CREST LLC
4400000598	RESID TRTMT:COMAL CO-CONECTNS PS000264KW	PS000264KW	CONNECTIONS INDIVIDUAL AND FAMILY
4400000588	RESID TRTMT:GIOCOSA FOUNDATN PS000206JW	PS000206JW	GIOCOSA FOUNDATION,THE
4400000644	RESID TRTMT:GULF COAST TRADE PS050177JW	PS050177JW	GULF COAST TRADE CENTER
4400000589	RESID TRTMT:LAUREL RIDGE TRTM PS000210JW	PS000210JW	TEXAS LAUREL RIDGE HOSPITAL LP
4400000911	RESID TRTMT:WORLD FOR CHILDRN PS980019JW	PS980019JW	A WORLD FOR CHILDREN
4400000594	RESIDENT TRTMT:PEGASUS SCHOOL PS000230JW	PS000230JW	PEGASUS SCHOOL INC
4400000628	RESIDENT TRTMT:POSITIVE STEPS PS030159JW	PS030159JW	POSITIVE STEPS INC
4400000635	RESIDENT TRTMT:ROCKDALE RGNL PS030292JW	PS030292JW	4M YOUTH SERVICES INC
4400000595	RESIDENT TRTMT:SETTLEMNT CLUB PS000244JW	PS000244JW	SETTLEMENT HOME FOR CHILDREN
4400000586	RESIDENT TRTMT:SHORELINE IN PS000199JW	PS000199JW	SHORELINE INC
4400000671	RESIDENTIAL EMRG SHELTER SV PS070310VR	PS070310VR	AUSTIN CHILDRENS SHELTER
4400000679	RESIDENTIAL EMRG SHELTER SV PS080005VR	PS080005VR	BAPTIST CHILD AND FAMILY HHS
4400000803	RESIDENTIAL TREATMENT PS100224DW	PS100224DW	MERIDELL ACHIEVEMENT CENTER INC
4400000587	RESIDENTIAL TREATMENT SV PS000205VR	PS000205VR	BOYS TOWN TEXAS INC
4400000629	RESIDENTIAL TREATMENT SV PS030160JW	PS030160JW	CORNELL CORRECTIONS OF TEXAS
4400000667	RESIDENTIAL TREATMENT SV PS070255VR	PS070255VR	SOUTHWEST KEY PROGRAM
4400000688	RESIDENTIAL TREATMENT SV PS080181VR	PS080181VR	AVALON CENTER INC
4400000690	RESIDENTIAL TREATMENT SV PS080213VR	PS080213VR	SHILOH TREATMENT CENTER INC
4400000768	RESIDENTIAL TREATMENT SV PS090266VR	PS090266VR	NEURO INSTITUTE OF AUSTIN LP
4400000805	RESIDENTIAL TRTMT SV (SECURE) PS100234DW	PS100234DW	GRANBURY REGIONAL JUVENILE JUSTICE
4400000377	RESIDENTIAL TRTMT SV(HAYS CO) IL080007VR	IL080007VR	HAYS COUNTY
4400000639	RESIDENTIAL TRTMT SV-ALLIANCE PS040257JW	PS040257JW	ALLIANCE ADOLESCENT AND CHILDRENS
4400000630	RESIDENTIAL TRTMT SV-KERR CO PS030161JW	PS030161JW	PIEPER, JANNETT
4400000585	RESIDENTIAL TRTMT:LIFEWORCS PS000183VR	PS000183VR	YOUTH AND FAMILY ALLIANCE
4400000633	RESIDENTIAL TRTMT:NEW HORIZON PS030172JW	PS030172JW	NEW HORIZONS RANCH AND CENTER INC
4400000632	RESIDENTIAL TRTMT:THERAPEUTIC PS030169JW	PS030169JW	THERAPEUTIC FAMILY LIFE
4400000378	RESIDENTIAL TRTMT:VICTORIA CO IL080039VR	IL080039VR	VICTORIA REGIONAL JUVENILE JUSTICE
4400000592	RESID'L TRTMT:CARING FAMILY PS000221JW	PS000221JW	POSABILITIES INC
4400000593	RESID'L TRTMT:LUTHERAN SOC SV PS000229JW	PS000229JW	LUTHERAN SOCIAL SERVICES OF THE
4400000596	RESID'L TRTMT:NEW ENCOUNTERS PS000246JW	PS000246JW	NEW ENCOUNTERS RESIDENTIAL
4400000631	RESID'L TRTMT:YOUTH ALTERNAT PS030162JW	PS030162JW	ROY MAAS YOUTH ALTNERATIVES INC
4400000794	PROF RESIDENTIAL TRTMT SV PS100089DW	PS100089DW	TEXAS SAN MARCOS TREATMENT CENTER

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 11:51 AM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Contract No. PS000211KW - Cedar Crest
Attachments: Contracted Components of Care-Attachment C.DOCX; Mark-up pp. 5-6.pdf

Good Morning David,

I've been asked to update 6 of our RTC contracts with new language referencing PREA (the Prison Rape Elimination Act) and TJJD's requirement that these types of contracts reference Contracted Components of Care.

Here are pages 5 and 6 of the Cedar Crest RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.

[PREA §115.387(e) and (f)]

Pg. 6 – 3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

Please let me know if there's anything further you need on this.

Thanks for your help David,

Chris Hubner
General Counsel

Travis County Juvenile Probation Department
2515 S. Congress Ave, Austin, TX 78704
chris.hubner@co.travis.tx.us
512-854-7109

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Contract No. PS000211KW

licensing standards. The prior authorization or life-threatening situation must be documented in writing.

3.14 CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules, and regulations before any contract funds are payable.

3.15 Indemnity, hold harmless, and claims.

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 Compliance with Laws, Regulations and Standards.

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

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

*including (Ac
PREA
language
here)*

Contract No. PS000211KW

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~.
Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C"

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required, by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.18 Acknowledgements and Assurances.

3.18.1 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to place any child or children with CONTRACTOR and this Contract shall not be so construed.

3.18.2 CONTRACTOR acknowledges and agrees that the COUNTY may, at its discretion, remove any child placed pursuant to this Contract, at any time. The COUNTY will notify CONTRACTOR in a timely manner prior to the removal of a child except in instances where, in the COUNTY'S judgment, such notification may result in risk to the child's health, safety or welfare.

3.18.3 The parties acknowledge and agree that the CONTRACTOR is under no obligation to accept a child who is deemed by CONTRACTOR to be inappropriate for placement with CONTRACTOR.

3.18.4 Under Section 231.006, Texas Family Code, CONTRACTOR certifies that CONTRACTOR is not ineligible to receive state funds under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

**IV.
COMPENSATION, BILLING, AND PAYMENT**

4.1 For and in consideration of the satisfactory performance of the services described in Section III and CONTRACTOR'S compliance with the terms and conditions of this Contract, COUNTY shall pay CONTRACTOR a daily reimbursement for each child placed by COUNTY and receiving services from CONTRACTOR in accordance with this Contract. The amount of daily reimbursement shall be based upon the Level of Care provided, as defined by the Texas Juvenile Probation Commission, in accordance with the following rate schedule:

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 1:34 PM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Brookhaven Youth Ranch PS000212JW
Attachments: BYR mark-up p. 5.pdf; Contracted Components of Care-Attachment C.docx

David,

Here's page 5 of the Brookhaven Youth Ranch RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.

[PREA §115.387(e) and (f)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Thank you,

Chris Hubner

CONTRACT NO. PS000212KW

3.14 CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules, and regulations before any contract funds are payable.

3.15 Indemnity, hold harmless, and claims.

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 Compliance with Laws, Regulations and Standards.

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

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~:

Justice Department, Attachment "C"

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 1:13 PM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Gulf Coast Trades Center PS050177JW
Attachments: Contracted Components of Care-Attachment C.docx; Mark-up p. 5.pdf

David,

Here's page 5 of the Gulf Coast Trades Center RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.

[PREA §115.387(e) and (f)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Thank you,

Chris Hubner

3.15 Indemnity, hold harmless, and claims.

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract..

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (NOTICES) hereof.

3.16 Insurance. CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 Compliance with Laws, Regulations and Standards.

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

1 PREA language

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~.

Justice Department, Attachment "C"

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 1:56 PM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Pegasus Schools PS000230JW
Attachments: Contracted Components of Care-Attachment C.docx; Pegasus mark-up p. 5.pdf

David,

Here's page 5 of the Pegasus School, Inc., RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.

[PREA §115.387(e) and (f)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Chris Hubner

Contract No. PS000230KW

3.14 CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules, and regulations before any contract funds are payable.

3.15 Indemnity, hold harmless, and claims.

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 Compliance with Laws, Regulations and Standards.

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

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~.

Justice Department, Attachment "

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 2:10 PM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Krause Children's PS000229JW
Attachments: Contracted Components of Care-Attachment C.DOCX; Krause mark-up pp. 5-6.pdf

David,

Here are pages 5 – 6 of the Krause Children’s RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.

[PREA §115.387(e) and (f)]

Pg. 6 – 3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment “C.”

Attachment “C” is included as well.

Please let me know if there’s anything further you need on this.

Chris Hubner

Contract No. PS000229KW

licensing standards. The prior authorization or life-threatening situation must be documented in writing.

3.14 CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules, and regulations before any contract funds are payable.

3.15 Indemnity, hold harmless, and claims.

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 Compliance with Laws, Regulations and Standards.

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract. *PREA language*

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

Contract No. PS000229KW

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~.

Justice Department, Attachment "C"

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.18 Acknowledgements and Assurances.

3.18.1 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to place any child or children with CONTRACTOR and this Contract shall not be so construed.

3.18.2 CONTRACTOR acknowledges and agrees that the COUNTY may, at its discretion, remove any child placed pursuant to this Contract, at any time. The COUNTY will notify CONTRACTOR in a timely manner prior to the removal of a child except in instances where, in the COUNTY'S judgment, such notification may result in risk to the child's health, safety or welfare.

3.18.3 The parties acknowledge and agree that the CONTRACTOR is under no obligation to accept a child who is deemed by CONTRACTOR to be inappropriate for placement with CONTRACTOR.

3.18.4 Under Section 231.006, Texas Family Code, CONTRACTOR certifies that CONTRACTOR is not ineligible to receive state funds under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

**IV.
COMPENSATION, BILLING, AND PAYMENT**

4.1 For and in consideration of the satisfactory performance of the services described in Section III and CONTRACTOR'S compliance with the terms and conditions of this Contract, COUNTY shall pay CONTRACTOR a daily reimbursement for each child placed by COUNTY and receiving services from CONTRACTOR in accordance with this Contract. The amount of daily reimbursement shall be based upon the Level of Care provided, as defined by the Texas Juvenile Probation Commission, in accordance with the following rate schedule:

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 3:22 PM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Cornell Corrections of TX PS030160JW
Attachments: Cornell mark-up p. 5.pdf; Contracted Components of Care-Attachment C.docx

David,

Here is p. 5 of the Cornell Corrections of Texas RTC contract with recommended changes underlined:

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.

[PREA §115.387(e) and (f)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Chris Hubner

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (NOTICES) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

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

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Probation Commission.

Justice Department, Attachment "C"

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

PRE A language.

ATTACHMENT “C” CONTRACTED COMPONENTS OF CARE

THE FOLLOWING DOCUMENT INCLUDES REQUIREMENTS FOR THE RESIDENTIAL FACILITY OR CHILD PLACING AGENCY (CONTRACTOR) THAT PROVIDES 24-HOUR CARE TO IV-E ELIGIBLE CHILDREN UNDER THE JURISDICTION OF A TEXAS JUVENILE JUSTICE AGENCY.

DAILY LIVING SKILLS

The Contractor shall teach each child basic living and social skills such that they are able to appropriately care for themselves and function in the community.

ASSESSMENT, SERVICE PLANNING AND COORDINATION

- A) **Diagnostic Assessment.** The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child’s strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.
- B) **Service Planning and Coordination.**
- i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child’s specific needs.
 - ii. The Contractor shall develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).
 - iii. The Contractor shall ensure that the service plan incorporates and is consistent with:
 - a. Permanency goals identified in the juvenile probation department residential case plan;
 - b. Behavioral goals established by the juvenile probation department;
 - c. Components of the child’s Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school’s Admission, Review, and Dismissal (ARD) committee, if appropriate; and
 - d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp.
 - iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

ROUTINE 24-HOUR CHILDCARE

A) Food.

- i. The Contractor shall provide food in accordance with requirements of DFPS Child Care Licensing Minimum Standards.
- ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.
- iii. The Contractor shall ensure that children have input into meal planning.

B) Clothing and Personal Items.

- i. The Contractor shall maintain an inventory of the child’s clothing and personal items that are of substantial and/or sentimental value by:
 - a. Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within thirty (30) days after an unplanned discharge;

CONTRACTED COMPONENTS OF CARE

- b. Ensuring that the child (when age and developmentally able) and the Contractor's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;
 - c. Sending the clothing and personal item inventory with the probation officer or other department designee at discharge for planned discharges; and
 - d. Providing the juvenile probation department with the clothing and personal item inventory within thirty (30) days after an unplanned discharge.
- ii. The Contractor shall provide each child with appropriate clothing that at a minimum is:
 - b. In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;
 - c. Gender and age-appropriate;
 - d. Proportionate to the child's size;
 - e. In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and
 - f. Clean and washed on a regular basis.
 - iii. The Contractor shall allow children to label their clothes with their name or initials.
 - iv. The Contractor shall provide each child with appropriate items necessary to meet their hygiene and personal grooming needs by:
 - a. Making grooming products available so that each child is able to maintain good hygiene and grooming practices;
 - b. Ensuring that grooming products meet each child's ethnic hygiene and individual hair care needs;
 - c. Ensuring sufficient hot water is available for daily baths or showers; and
 - d. Providing training/education as necessary to ensure each child understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.

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- i. The Contractor shall use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and
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 - a. The Contractor shall not use, give permission to use, or threaten to use physical discipline with any child.

CONTRACTED COMPONENTS OF CARE

- b. The Contractor shall not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.
- c. The Contractor shall not threaten the child with loss of placement as a punishment or deterrent to behavior.

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- i. The Contractor shall ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior management or emergency behavior intervention.
- ii. The Contractor shall utilize developmentally and age appropriate emergency behavior intervention techniques, as described in DFPS Child Care Licensing Minimum Standards to resolve emergencies.
- iii. The Contractor shall manage the facility and milieu in a manner that minimizes disruption during a crisis.

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 - a. School enrollment documents – birth certificate, Social Security card, immunizations, and withdrawal notice from the last school;
 - b. Special Education documents – Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Section 504 documents, full individual evaluation and/or other diagnostic assessments;
 - c. Report cards, progress reports, and/or IEP progress reports;
 - d. Transcripts;
 - e. Standardized test result – TAKS/SDAA/LDAA;
 - f. Referrals, notices or other correspondence;
 - g. Pictures;
 - h. Miscellaneous – anything school related not previously listed.
- iv. The Contractor shall make the education portfolio readily available to the juvenile probation department on any visit with the child or otherwise, if requested.
- v. The Contractor shall document that the report card and progress reports are discussed with each child.
- vi. The Contractor shall provide the child’s education portfolio to the juvenile probation department at the time a child is discharged from the Contractor’s care regardless of whether the discharge is a planned or an unplanned discharge. The Contractor must ensure the following:
 - a. The most current educational documents and records are in each child’s education portfolio; and
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- vii. The Contractor shall minimize disruptions to a child’s education by scheduling therapy and other appointments outside school hours, whenever possible.

B) **Vocational Activities.** The Contractor shall provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each child:

CONTRACTED COMPONENTS OF CARE

- i. Has access to appropriate vocational activities and community education programs;
- ii. Receives the assistance needed to maximize the benefit of these activities; and
- iii. Is provided transportation to vocational activities.

ROUTINE RECREATIONAL ACTIVITIES

- A) The Contractor shall provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for children served under this Contract that are age-appropriate, varied, and are of interest to the child.
- B) The Contractor shall ensure that recreational activities are, at a minimum, supervised in accordance with DFPS Child Care Licensing Minimum Standards and service level requirements contained in the Levels of Care Descriptions (TJPC-FED-28-04).
- C) The Contractor shall intervene, as necessary, to reduce the risk and occurrence of any and all injuries.
- D) The Contractor shall ensure that children have input into the types of recreational activities in which they wish to participate.

TRAVEL

- A) The Contractor shall provide or arrange all travel necessary to ensure a child's access to all necessary medical, mental and vision care for each child, including behavioral healthcare services, recreational, school and school activities, family visits, court hearings, Preparation for Adult Living (PAL) activities, permanency conferences, transition plan meetings, family group conferences, circles of support conferences, and any other services necessary to fulfill the tasks on a child's service plan.
- B) A Contractor who is licensed as a CPA shall arrange and facilitate sibling visits when siblings are at different placements within the same CPA unless the sibling visits are:
 - i. Prohibited by court order;
 - ii. Contrary to the best interest of the children as reflected in any of the service plans of the siblings; or
 - iii. Discouraged by a mental health professional treating any of the siblings.

CULTURAL COMPETENCE

The Contractor shall provide the contracted components of care with a high level of individual and organizational cultural competence as described below:

- A) **Individual Cultural Competence** – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.
- B) **Organizational Cultural Competence** – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

CONTRACTED COMPONENTS OF CARE

CONTRACTOR PARTICIPATION

- A) The Contractor shall participate in conferences required by the juvenile probation department which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffings.
- B) The Contractor shall participate in Preparation for Adult Living (PAL) activities, consistent with the child service or transition plan.
- C) The Contractor shall participate in any other meetings required by the juvenile probation department or a court having jurisdiction over the child and necessary to ensure that the Contractor is complying with a child's service plan.

MAINTAINING CONNECTIONS

- A) The Contractor shall make a good faith effort to ensure that children are able to preserve desired and appropriate connections to his or her own cultural identity and community, including religious/spiritual, family, school, and appropriate organizations through on-site or off-site means.
- B) The Contractor shall document all good faith efforts to maintain the child's connections.

PROVIDING TESTIMONY

- A) The Contractor shall ensure that Contractor's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a child, at the request of the juvenile probation department.
- B) The Contractor shall, to the extent possible, notify, and/or assist the juvenile probation department in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Contractor is responsible for the cost associated with the requirements of this subsection.

LEAST RESTRICTIVE SETTING

The Contractor shall provide all services in a manner that safeguards the health, welfare and safety of the children in the least restrictive setting possible.

MODIFICATION OF CONTRACT NUMBER: 4400000635 (H.T.E.)
PS030292JW Residential Treatment Services **PAGE 1 OF 6 PAGE**

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST. # 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: David Walch TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 6, 2012
ISSUED TO: Rockdale Regional Juvenile Justice Center 696 N. FM 487 Rockdale, Texas 76567 Attention: Mike Lindeman	MODIFICATION NO.: <p style="text-align: center; font-size: 24pt;">5</p>	EXECUTED DATE OF ORIGINAL CONTRACT: November 4, 2003
ORIGINAL CONTRACT TERM DATES: <u>9/4/03</u> - Termination by Either Party CURRENT CONTRACT TERM DATES: <u>10/1/06</u> - Termination by Either Party		

FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: As Needed Requirements Current Modified Amount As Needed Requirements

DESCRIPTION OF CHANGES: : The above referenced contract is modified to reflect the changes as set forth below:

A. In accordance with Section 7.6 Amendments/Modifications of the current contract, the following Sections of the contract are modified as follows:

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30. [PREA §115.387(e) and (f)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

B. All references to "Texas Juvenile Probation Commission" (TJPC) are amended to the "Texas Juvenile Justice Department".

C. "Attachment C, Contracted Components of Care" is hereby incorporated into this agreement.

Note to Vendor:
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: <u>4th Youth Services, Inc. DBA Rockdale Regional Juv. Just. Cntr.</u> BY: <u>[Signature]</u> SIGNATURE BY: <u>Tia Coleman-Garrett</u> PRINT NAME TITLE: <u>Facility Administrator</u> ITS DULY AUTHORIZED AGENT	<input checked="" type="checkbox"/> DBA <input checked="" type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: <p style="text-align: center; font-size: 24pt;">9-14-12</p>
TRAVIS COUNTY, TEXAS BY: <u>[Signature]</u> CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

ATTACHMENT "C" CONTRACTED COMPONENTS OF CARE

THE FOLLOWING DOCUMENT INCLUDES REQUIREMENTS FOR THE RESIDENTIAL FACILITY OR CHILD PLACING AGENCY (CONTRACTOR) THAT PROVIDES 24-HOUR CARE TO IV-E ELIGIBLE CHILDREN UNDER THE JURISDICTION OF A TEXAS JUVENILE JUSTICE AGENCY.

DAILY LIVING SKILLS

The Contractor shall teach each child basic living and social skills such that they are able to appropriately care for themselves and function in the community.

ASSESSMENT, SERVICE PLANNING AND COORDINATION

A) Diagnostic Assessment. The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.

B) Service Planning and Coordination.

- i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child's specific needs.
- ii. The Contractor shall develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).
- iii. The Contractor shall ensure that the service plan incorporates and is consistent with:
 - a. Permanency goals identified in the juvenile probation department residential case plan;
 - b. Behavioral goals established by the juvenile probation department;
 - c. Components of the child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and
 - d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp.
- iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

ROUTINE 24-HOUR CHILDCARE

A) Food.

- i. The Contractor shall provide food in accordance with requirements of DFPS Child Care Licensing Minimum Standards.
- ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.
- iii. The Contractor shall ensure that children have input into meal planning.

B) Clothing and Personal Items.

- i. The Contractor shall maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:
 - a. Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within thirty (30) days after an unplanned discharge;

CONTRACTED COMPONENTS OF CARE

- b. Ensuring that the child (when age and developmentally able) and the Contractor's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;
- c. Sending the clothing and personal item inventory with the probation officer or other department designee at discharge for planned discharges; and
- d. Providing the juvenile probation department with the clothing and personal item inventory within thirty (30) days after an unplanned discharge.
- ii. The Contractor shall provide each child with appropriate clothing that at a minimum is:
 - b. In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;
 - c. Gender and age-appropriate;
 - d. Proportionate to the child's size;
 - e. In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and
 - f. Clean and washed on a regular basis.
- iii. The Contractor shall allow children to label their clothes with their name or initials.
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BY AIR COURIER RECEIVED 04/01/11 10:40 AM

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Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

Prepared By/Phone Number: Patrick Strittmatter/512-854-1183

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Reject all bids received for IFB No. B120189-PS, Travis County Correctional Complex (TCCC) B140 Roof Replacement Project.

- **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.
- On August 29, 2012, the Purchasing Office received four (4) bids for the TCCC B140 Roof Replacement Project, IFB No. B120189-PS. The project primarily consists of a roof replacement for Building 140 within the Travis County Correctional Complex.
- Travis County Sheriff's Office, with Purchasing's concurrence, requests Commissioner Courts' approval to reject all four (4) bids for IFB No. B120189-PS. The lowest bid, submitted by QA Construction Services, Inc., was \$797,500.00, which was \$247,500.00 over the \$550,000.00 estimated budget.
- The department plans to re-solicit the project once they revise the scope and specifications. All four (4) bidders have been informed of the recommendation to reject all submitted bids and re-solicit the project at a later date.
- **Contract Expenditures:** Within the last ___ months \$0.00 has been spent against this contract/requirement. N/A
- **Contract-Related Information: N/A**
 - Award Amount:
 - Contract Type:
 - Contract Period:

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 Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:**

Solicitations Sent: 36

Responses Received: 4

HUB Information: Vendor that
submitted lowest bid is not a
HUB

% HUB Subcontractor: N/A

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: N/A

➤ **Funding Information:**

SAP Shopping Cart: 1000002102

Cost Center: 1378000001

Comments:



GREG HAMILTON
 TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
 Chief Deputy

DARREN LONG
 Major - Corrections

PHYLLIS CLAIR
 Major - Law Enforcement

MARK SAWA
 Major - Administration & Support

MEMORANDUM

TO: Patrick Strittmatter, Construction A & E Procurement Specialist
Via: Marvin Brice, CPPB, Assistant Purchasing Agent
FROM: Mark Stefanov, P.E., Facilities Building Maintenance Engineer Senior
DATE: September 17, 2012

SUBJECT: TCCC B140 (2) Roof Replace Project Bid Rejection and Request for Rebid

This is a request for Purchasing to process an Issued for Bid action rejecting all received bids. The lowest bid at \$797,500.00 (\$21+ per square foot) is significantly above the budgeted amount. See the spread sheet below from the original request for the bid process, showing less than \$550,000 expected for the base project. The original total for the project at \$16 per square foot is a reasonable amount to have expected the low bidder to be near, and continues to be so.

After investigation, it has been determined that this is due to enhanced materials being specified. These materials would have provided the County with several improvements beyond what is needed for this roof's continued operation well into the future. None of the enhancements are considered required, although could be considered desired. For example, the specified adhesive was a cold process material that has no fumes at all as opposed to an open hot asphalt kettle and the attendant fume complaint issues. The cold process material was already higher priced, but recent price increases due to spot market disruptions in the price of oil and oil related materials led to additional price increases which pushed the pricing put of budget.

More conventional roofing processes and materials were used for the original estimate and will be used for a rebid specification. During the design phase, prices were significantly lower for the enhanced materials, which do require extra labor. By the time of the bid process, these costs escalated beyond that which can be considered affordable, even with their optional enhancements.

The Travis County Sheriff's Office (TCSO) desires to make a material change to the specification that should provide a bid within the budget and still provide the same warranty roof. This drawing and specification change will be done by the designer in a very short time and is anticipated to happen before the rejection is approved. At that time, TCSO would like a rebid process started with the Engineer of Record's amended drawings and specifications.

Square Feet:	37,100
TOTAL PROJECT BUDGET:	\$605,000
Design:	\$39,954
Testing	\$5,000
Repairs:	\$548,845
2% Contingency	\$11,201
Construction+ 5%:	\$560,046
Contingency used	\$0
	\$605,000
\$/Sq.Ft.:	\$16
\$/Square.:	\$1,631

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Please contact me with any questions at 45321. Your assistance in this matter will be greatly appreciated.

CC: Sheriff's Office Engineer's File
 Maria Wedhorn
 Major Long



Safety, Integrity, Tradition of Service

Patrick Strittmatter

From: Patrick Strittmatter
Sent: Thursday, September 20, 2012 3:17 PM
To: 'kthompson@benco-rfg.com'; 'mg@qasystems.com'; 'ramon@rsminc1.com'; 'mcain@raininginc.com'
Cc: Mark Stefanov (Mark.Stefanov@co.travis.tx.us)
Subject: Notice of Rejection Recommendation: TCCC Building 140 Roof Replacement Project, Bid No. B120189-PS

To all submitted bidders- With all four (4) submitted bids being over budget, due to budgetary restraints, it will be the recommendation of the Travis County Purchasing Office and the Sheriff's Office, to have the Commissioners Court reject all submitted bids. This item will be on the Court's October 2, 2012 agenda session, which convenes at 9am. Please notify me if you would like to address the Commissioners Court on this item. If approved by the Court, the project will be re-released at a later date with modified plans and specifications.

Sincerely,

Patrick D. Strittmatter
Construction A & E Procurement Specialist
Travis County Purchasing Office
700 Lavaca, Suite 800
Austin, TX 78701
512-854-1183
512-854-9185 fax



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

Prepared By/Phone Number: David Walch, 46663; Marvin Brice CPPB

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract No. 4400001096, Michelle Moore, Sexual Assault Nurse Examiner Services (SANE), to provide forensic examinations for sexual assault victims and suspects.

- **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.

Sexual Assault Nurse Examiners perform specialized forensic examinations for sexual assault victims and evidence collection. Contract 4400001096 is a new contract adding Michelle Moore to the certified Sexual Assault Nurse Examiner Services approved roster.

The Office of the Attorney General (OAG) sets the rates that may be charged for these services. In addition, such services are reimbursable by the OAG, up to a maximum \$700 per occurrence.

This contract is for professional services and therefore exempt from competitive bidding and competitive proposal requirements in the County Purchasing Act, TEX. LOC. GOVT CODE ANN. SEC. 262.023. An exemption order for medical services was approved by the court on September 12, 2000.

Subject to continued funding by the Commissioners Court, this contract shall automatically renew each October 1 for a term of one year.

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: As Needed Basis
Contract Type: Professional Services Agreement
Contract Period: 06/26/12 – 9/30/12 (auto renewal)

➤ **Funding Information:**

- SAP Shopping Cart:
- Funding Account(s): 001-3725-563-6313
- Comments: on an as needed basis

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

4400001096

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

MICHELLE MOORE

FOR

SEXUAL ASSAULT NURSE EXAMINER SERVICES

CONTRACT NO. 4400001096



Travis County Purchasing Office

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 OFFICE



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STATE OF TEXAS §

§

COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
SEXUAL ASSAULT NURSE EXAMINER SERVICES**

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

WHEREAS, COUNTY desires to obtain the services of certified Sexual Assault Nurse Examiners to perform specialized forensic examinations for sexual assault victims and evidence collection for persons twelve (12) and older if male, and pubescent and beyond if female; and to also include suspect examinations and blood/body fluid collections;

WHEREAS, CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services;

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

1.0 **DEFINITIONS**

In this Agreement,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.

1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.

1.4 "Parties" mean Travis County and Michelle Moore.

1.5 "Is doing business" and "has done business" mean:

1.5.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.5.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.5.3 **but does not include**

1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to

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similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavits attached to this contract and marked as Attachment D.
- 1.7 "Sheriff" means the Honorable Gregory Hamilton, the Travis County Sheriff, or his successor.
- 1.8 "Client" means a sexual assault victim, and/or suspect.
- 1.9 "Contract Funds" means all funds paid by County pursuant to Section 4.0 of this Contract.
- 1.10 "Department" means the Travis County Sheriff's Office.
- 1.11 "Fiscal Year" means the County fiscal year, currently that period beginning on October 1 of one year and continuing through September 30 of the following year.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2013, unless sooner terminated as provided herein.

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

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

3.0 CONTRACTOR'S RESPONSIBILITIES

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

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

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

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

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

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

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

3.8 Federal Funds. CONTRACTOR warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

4.0 COMPENSATION, BILLING AND PAYMENT

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

4.1.1 Not to exceed amount: NA-As needed Basis

4.1.2 Additional Fees: None.

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

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

4.4 Invoicing. CONTRACTOR shall invoice COUNTY monthly for services performed pursuant to this Contract. Invoices shall be submitted by the 10th of the month immediately following the month in which the services were rendered. Invoices shall contain the following information.

4.4.1 Name of Travis County Client for whom payment is requested (masked by confidentiality);

4.4.2 Description of Services provided;

4.4.3 Rate of Services; and

4.4.4 Total Amount

The Contractor shall attach the appropriate supporting documentation, when necessary, for each client for whom payment is requested. Original invoices shall be sent to:

Travis County Sheriff's Office-Fiscal
PO Box 1748
Austin, TX 78767
Fax 512/854-9185

4.5 Overpayment and Disallowed Payments.

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

4.5.2 CONTRACTOR expressly acknowledges and agrees that Contractor shall be liable to County for any payments disallowed pursuant to financial, performance and compliance audit(s) with respect to Contract Funds. Contractor further acknowledges and agrees that reimbursement to County of any disallowed payments shall be paid by Contractor from funds other than Contract Funds.

4.6 Taxpayer Identification. CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in

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compliance with the Internal Revenue Code, its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor before any Agreement funds are payable.

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

4.8 Disbursements to Persons with Outstanding Debt.

4.8.1 In accordance with Section 154.045 of the Local Government Code, If notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CENTER to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CENTER, or an agent or assignee of CENTER until:

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

and

4.8.1.2 the debt is paid.

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

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

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

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

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

5.0 RECORDS CONFIDENTIALITY AND ACCESS

5.1 Confidentiality. CONTRACTOR shall establish a method to secure the confidentiality of records and other information relating to Psychological / Psychiatric services in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to client information. Upon authorization from COUNTY to render client files anonymous, CONTRACTOR agrees to mask information identifying clients in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

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

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

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

6.0 AMENDMENTS / MODIFICATIONS

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

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

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

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY

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ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

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

7.3 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, CONTRACTOR shall give written notice to COUNTY of the claim or other action within three (3) working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided herein. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

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

7.5 Non-Waiver of Default

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

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

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

(A) Contractor was doing business with any Key Contracting Person at the time of execution of the contract or had done business during the 365 day period immediately prior to the date on which it is executed; or

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(B) Contractor does business with a Key Contracting Person at any time after the date on which the contract is executed and prior to full performance of the contract.

7.7 Entire Agreement

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

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

- 7.7.2.1 Attachment A – Scope of Services & Performance Measures
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
- 7.7.2.5 Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

7.8 Notices:

7.8.1 Written Notice. Any notice required or permitted to be given under this Agreement by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the address set forth in this section for the party to whom the notice is given, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the party at the address herein specified.

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

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

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

The Honorable Gregory Hamilton (or his successor in office)
Travis County Sheriff
PO Box 1748

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Austin, Texas 78767

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

Michelle Moore
1008 Woodland
Austin, Texas 78704

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

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

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

7.12 Mediation. If the Contractor is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, Contractor shall notify the Travis County Management representing this contract, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of

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the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

7.13 Cooperation and Coordination. CONTRACTOR shall cooperate and coordinate with COUNTY staff and other contractors as reasonable and necessary and as required by the SHERIFF.

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

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

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

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

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

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

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

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

7.19 Certificate of Contractor. The Contractor certifies that neither the Contractor nor any members of

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the Contractor's firm nor any Subcontractor has:

7.19.1 Employed or retained for a commission, percentage, brokerage, contingency fee or other consideration, any firm or person (other than a bona fide employee working solely for the Contractor) to solicit or secure the work provided by the Contract.

7.19.2 Agreed, as an expressed or implied condition for obtaining this Contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Contract.

7.19.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for the Contractor) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Contract.

7.19.4 Been suspended or debarred from federal or state procurement.

The Contractor further agrees that this certification may be furnished to any local, state or federal government agencies in connection with this Contract and for those portions of the program involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

7.20 Interpretational Guidelines

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

7.20.2 Number and Gender. Words of any gender in this Agreement shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Agreement clearly requires otherwise.

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

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

7.22 County Monitoring. The Contractor will be monitored by the Sheriff (or his designee) for compliance with the requirements of this Contract.

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

DUPLICATE ORIGINALS

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

Michelle Moore

Travis County

Michelle Moore

By: Michelle Rae Moore RN BSN C-A-S-A-N-E
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: September 9, 2012

Date: _____

Approved as to Legal Form By:

Assistant County Attorney

Approved by Purchasing:

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

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ATTACHMENT A
SCOPE OF SERVICES

Contractor shall provide forensic sexual assault examination and evidence collection services for COUNTY. Contractor will practice within the guidelines and bylaws of the ATC Program and shall follow the Policy and Procedure for SANE nurses providing care through St. David's Medical Center.

Under the terms and conditions of this agreement, Contractor shall conduct sexual assault examinations and suspect examinations as requested and directed by Travis County Sheriff's Office (TCSO).

Once a SANE examination is approved by law enforcement, the charge nurse of the Emergency Department is notified by law enforcement to contact the SANE on call. The call schedule and contact numbers are located in the Doctor On-Call Book in the Nurse's Station in the Emergency Department. There is an expectation of 7 day/24 hour coverage.

When it is deemed necessary to utilize a SANE for collection of forensic evidence from a suspect, the protocol will be to contact the on-call SANE nurse to collect the evidence. A SANE will contact the appropriate law enforcement officer and arrange for the evidence collection, as needed by law enforcement.

Contractor shall meet and maintain all minimum requirements set by the federal, state, and local law, rules and regulations during the term of this Contract, including but not limited to, licensing and training requirements.

Contractor agrees that once a forensic exam is begun it must be continuous until completed.

The SANE will arrive within one hour of activation upon request of TCSO.

Contractor shall submit an invoice to TCSO upon the rendition of services in accordance with the Contract. TCSO will provide a W-9 Taxpayer Identification Form to the billing SANE for their signature.

Contractor shall provide and maintain malpractice insurance, at his/her own expense, with companies admitted to do business in the State of Texas.

Contractor shall maintain all professional records, including verification of insurance and licensing. This information shall be available to any representative of TCSO for review at any reasonable time.

It is understood by this Agreement that Contractor shall be at all times an independent contractor and is not an agent or employee of the County or TCSO. It is also understood by this Agreement that Contractor has the professional ability and expertise, and any necessary professional degrees, licenses, or certifications and is willing to provide these services to COUNTY.

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Definitions:

Sexual Assault Examination: The use of a sexual assault evidence collection kit designed for the purpose of gathering biological and trace evidence from a victim who is deemed to have been sexually assaulted within ninety six hours of either presenting himself/herself to a hospital or notifying TCSO, and, after interviewing/reporting, it is deemed necessary to utilize a forensic examination with evidence collection. A forensic examination includes obtaining a history from the patient, a detailed head-to-toe physical examination looking for trauma, a detailed ano-genital examination looking for trauma, and the collection of evidence. The examination may include the use of a colposcope and video/printing/photography. This examination includes any laboratory results and the presentation of any video prints/photographs obtained during the forensic examination, including any written interview documents, graphs, charts, or opinions, and the packaged evidence included inside the sexual assault evidence collection kit.

Suspect Examination: The use of a suspect evidence collection kit designed for the purpose of gathering biological and trace evidence, as well as biological samples from a person who has been identified as a suspect of a sexual assault/abuse. Upon request of TCSO, this examination would include any written interview documents, graphs, charts, or opinions, and the packaged biological samples and/or evidence included inside the suspect evidence collection kit.

Blood/Body Fluid Collection: The collection of blood/body fluids for forensic analysis/biological sampling of any person, victim or suspect. This would include use of either a sexual assault evidence collection kit or a suspect evidence collection kit and the appropriate forensic paperwork, and maintenance of chain-of-custody.

Forensic Evaluation: A forensic sexual assault examination without biological evidence collection designed for the purpose of gathering physical evidence, documentation of the presence of physical trauma to a victim who is deemed to have been sexually assaulted, after presenting himself/herself to a hospital or notifying TCSO, and after interviewing/reporting, it is deemed necessary to utilize a forensic examiner for the purposes of a forensic examination. A forensic exam may include the use of a colposcope and video printing/photography, a history from the patient, a detailed head-to-toe physical examination looking for trauma, and a detailed ano-genital examination looking for trauma with the precise injury documentation, laboratory results and including any written interview documents, graphs, charts, or opinions.

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ATTACHMENT B FEE SCHEDULE

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

A. Sexual Assault Exams

CPT Codes	Amount	Description
99285	\$195.00	Sexual Assault Exam, without use of colposcopy
99499	\$106.00	Evaluation & Management
57542	\$233.00	Sexual Assault Exam, with use of colposcopy
46600	\$71.00	Anoscopy
99000	\$20.00	Specimen Handling
36415	\$20.00	Venipuncture
99050	\$20.00	After Hours (4:30PM-10:00PM Mon-Sat)
99056	\$39.00	Sunday or Holiday
99052	\$39.00	Night Hours (10:00PM-8:00AM Mon-Sat)
99170	\$128.00	Anogenital Exam
99199	\$100.00	Anogenital exam utilizing digital photography (high resolution) - in adult females, adult males, or children suspected of trauma.

In addition to the above CPT Codes, other CPT Codes approved by the Office of Attorney General for the purposes of a SANE exam will be paid at the current reimbursement rate set by the Office of Attorney General.

- B. Sexual Assault Examination (Call-out with no exam performed), the sum of two hundred dollars (\$200.00).
- C. Suspect Examination, (Including collection of Blood/Body Fluid), the sum of one hundred seventy-five dollars (\$175.00).
- D. Suspect Examination (Call-out with no examination performed), the sum of seventy-five dollars \$75.00.
- E. Forensic Evaluation, the sum of one hundred fifty dollars (\$150.00).
- F. Forensic Evaluation (Call-out with no examination performed), the sum of one hundred fifty dollars (\$150.00).
- G. Blood/Body Fluid Collection ONLY, (From suspect), the sum of one hundred dollars (\$100.00).
- H. Blood/Body Fluid Collection ONLY, (Call-out with no examination performed), the sum of seventy five dollars (\$75.00).

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ATTACHMENT C
INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

I. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract. Contractor shall not permit the minimum limits of coverage to erode or otherwise be reduced.

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Contractor shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

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

II. Specific Requirements

A. Transportation / Personal Auto

If NO transportation service (s) of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of **\$ 100,000/\$300,000/\$50,000** may be provided in lieu of Business Automobile Liability Insurance.

B. Professional Liability and/or E & O Insurance

1. **Minimum Limit: \$1,000,000 per Occurrence,**
2. **If coverage is written on claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.**



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ATTACHMENT D
ETHICS AFFIDAVIT

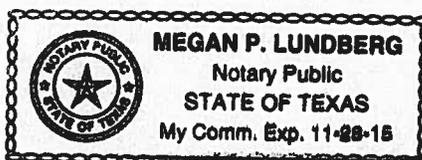
STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: September 7, 2012
Name of Affiant: Michelle Moore
Title of Affiant: RN BSN CA-SANE
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.



Michelle Moore RN BSN CA-SANE
Signature of Affiant
1008 Woodland Ave. Austin, TX 78704
Address

SUBSCRIBED AND SWORN TO before me by Michelle Rae Moore on September 7th, 2012

[Signature]
Notary Public, State of TEXAS

Typed or printed name of notary
My commission expires: 11/20/2015

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EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
June 6, 2012

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
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	Julie Wheeler*	
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	Leslie Browder*	
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 Mgmt & Communications.....	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney.....	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Vacant	
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.....	Vacant	
Attorney, Health Services Division.....	Prema Gregerson	

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Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV.....Vacant
 Purchasing Agent Assistant IV.....Lee Perry
 Purchasing Agent Assistant IV.....Jason Walker
 Purchasing Agent Assistant IV.....Richard Villareal
 Purchasing Agent Assistant IV.....Patrick Strittmatter*
 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 IV.....Rosalinda Garcia
 Purchasing Agent Assistant III.....Shannon Pleasant, CTPM*
 Purchasing Agent Assistant III.....David Walch
 Purchasing Agent Assistant III.....Michael Long, CPPB
 Purchasing Agent Assistant III.....Loren Breland, CPPB
 Purchasing Agent Assistant III.....Nancy Barchus, CPPB
 Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM*
 Purchasing Agent Assistant III.....C.W. Bruner, CTP
 Purchasing Agent Assistant IIJayne Rybak, CTP*
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business Analyst.....Scott Worthington
 Purchasing Business Analyst.....Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant IV.....	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget	Rodney Rhoades.	08/19/12
Purchasing Agent Assistant IV.....	Diana Gonzalez ..	12/16/12
Director, Health Services Division..	Beth Devery	03/09/13
Purchasing Agent Assistant III.....	Elizabeth Corey, C.P.M.....	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte.....	06/15/13

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

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ATTACHMENT E

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

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

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

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

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

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

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

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

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

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

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

Name of Contractor
Michelle Moore

Vendor I.D. or Social Security No.
454-71-7445

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

Prepared By/Phone Number: Bonnie Floyd, 854-4173

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: DECLARE ONE REFRIGERATOR TRAILER AS SURPLUS PROPERTY AND DONATE TO THE BROWN SANTA PROGRAM, A NON-PROFIT CIVIC ORGANIZATION, PURSUANT TO SECTION 263.152(A)(4) OF THE TEXAS LOCAL GOVERNMENT CODE.

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.

TSCO has a refrigerator trailer (Asset # 2961A), which is no longer working and has been removed from service. This trailer was originally donated to the County by the Department of Public Safety, and is currently located at the Del Valle Complex. TCSO recommends donating the trailer to the Brown Santa program, a non-profit organization of TCSO, to store all of their toys, books, puzzles, office furniture and equipment. This trailer will replace one currently being used by Brown Santa that is in need of costly repairs.

In accordance with the Local Government Code 263.152(a)(4), the County is permitted to dispose of surplus property without competitive bidding or an auction if the recipient is a civic or charitable organization located in the county.

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.



Greg Hamilton, Travis County Sheriff
MEMORANDUM

September 17, 2012

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

FROM: Greg Hamilton, Sheriff *GH*

SUBJECT: Donation of TCSO trailer to Brown Santa

The Travis County Sheriff's Office has a refrigerator trailer (fixed assets # 2961A), located at the Del Valle complex, which is being removed from service. The refrigeration system does not work, and is too costly to repair and maintain.

The Travis County Brown Santa program stores all of their toys, books, puzzles, office furniture and equipment in 6 trailers year round. One of these trailers has a bad leak and some other problems. If Brown Santa were to attain the empty refrigerator trailer, Brown Santa would be responsible for repairs and upkeep that may arise with the trailer.

Please let this memo serve as TCSO's request for your approval to donate unit # 2961A to Brown Santa for their use.



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 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 NOS. 25 AND 26 TO CONTRACT NO. 4400000562 (H.T.E. CONTRACT NO. MA960322), EASY ACCESS, INC., FOR TAX OFFICE COMPUTER SYSTEM.

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

The County Clerk recommends approval of Modification No. 25 which will amend Modification No. 11 that provided a website for the County Clerk's office. This enhancement to the existing site will greatly expand the usability of the Election Results pages of the site by making the pages interactive; offering more information graphs and statistics; and giving users of the site the flexibility to tailor reports to their needs. The cost of this enhancement is \$60,000 and will result in an increase to the overall maintenance cost by \$9,000, effective March 1, 2013.

The Tax Office recommends approval of Modification No. 26 which contains two changes. First is an enhancement to be able to send electronic tax notices to property owners per the changes to House Bill 843 of the 82nd Texas Legislature amending Section 31.01 of the Texas Property Tax Code. In order to perform this task, the legislature requires that the property owner enter into an agreement with the tax office. The enhancement will add the actual request as an interactive electronic document to the tax office's current website. An interactive electronic request would eliminate the possible errors that would occur when interpreting hand written email addresses. In addition, this would allow for easier processes to actually perform the sending of the electronic tax bill. The cost of this enhancement is \$2,000.00 and will not increase to the annual maintenance.

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.

Second, is the purchase of an interface device that will allow tax office staff to swipe credit cards; thereby allowing the automatic entry of the credit card data into the internet site. Currently staff must manually enter this information into the internet site. Due to lengthy credit card numbers, this should assist staff in making fewer errors and allow for faster transactions. The cost for the interface device along with the required programming is \$2,250.00 with no increase to the annual maintenance.

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

➤ **Contract Modification Information:**

Modification Amount: \$73,250.00

Modification Type: Enhancements

Modification Period: Beginning October 2, 2012.

➤ **Funding Information:**

Funds Reservation Number: 300000238 for \$60,000

Shopping Cart Numbers: 1000012388 for \$2,000 and 1000012405 for \$2,250

Comments:



Dana DeBeauvoir
Travis County Clerk

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

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

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

MEMORANDUM

TO: Cyd Grimes, CPM
County Purchasing Agent

FROM: Dana Debeauvoir
County Clerk

DATE: August 10, 2012

SUBJECT: **Purchase of Easy Access Enhancement for Election Night Reporting**

Please reference the attached quote. We recommend that the vendor Easy Access be approved to provide enhancements to the County Clerk website which was developed for the County Clerk in accordance with Supplemental Agreement, Amendment Number 11.

These enhancements greatly expand the usability of the Election Results pages of the site by making the pages interactive; offering more information graphs, and statistics; and giving users of the site the flexibility to tailor reports to the their needs.

The funding comes from Cost Center 1200050128, GL Account 510310, Funds Reservation 300000238 for \$60,000. The County Clerk Division Manager that will be involved with this vendor is Gail Fisher.

If you have any questions or need additional information please contact Denise Bell at 854-3997.

Thank you for your assistance.

Tina Morton
ASSESSOR AND COLLECTOR
OF TAXES



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

Date: September 17, 2012
To: Lori Clyde, Purchasing Agent Assistant
From: Renea Deckard, Associate Deputy
Subject: Quote 2705 Contract Change Order
Quote 10006 Credit Card Swipe

The Tax Office is requesting two purchase orders to Hamer Enterprises for two items 1) interactive internet document and 2) interface devices. The funds are available in FY2012 Funds Center 1080030001-108PropTaxCIn0001.

Quote 2705 dated September 14, 2012 in the amount of \$2,000.00 would allow for a steam line approach to sending electronic tax notices to property owners. House Bill 843 of the 82nd Texas Legislature amended Section 31.01 of the Texas Property Tax Code to allow the sending of tax bills electronically. To perform this task the legislation requires that the property owner enter into an agreement with the tax office. It is the Tax Offices wish to add the actual request as an interactive electronic document to the tax office's current website. An interactive electronic request would eliminate the possible errors that would occur when interpreting hand written email addresses. In addition, this would allow for easier processes to actually perform the sending of the electronic tax bill.

Quote 10006 dated September 14, 2012 in the amount of \$2,250.00 is for interface devices that will allow tax office staff to swipe credit cards; therefore, allowing the automatic entry of the credit card data into the internet site. Currently staff must manually data enter this information into the internet site. Due to lengthy credit card numbers this should assist staff in making fewer errors and allow for faster transactions.

MODIFICATION OF CONTRACT NUMBER: 4400000562/MA960322 – Tax Office Computer System

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 7, 2012
ISSUED TO: Easy Access, Inc. 4200–A N Bicentennial Dr. McAllen, Texas 78504 (956) 682-3466 (v) (956) 682-0906 (f)	MODIFICATION NO.: 25	EXECUTED DATE OF ORIGINAL CONTRACT: December 13, 1994

ORIGINAL CONTRACT TERM DATES: February 28, 2003–February 29, 2004 CURRENT CONTRACT TERM DATES: March 1, 2012– February 28, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 288,850.00 Current Modified Amount \$ 977,829.24

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above mentioned contract is hereby modified per the attached
**AMENDMENT NUMBER 25 TO
 CONTRACT FOR TAX OFFICE COMPUTER SYSTEM**

Note to Vendor:

- Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
- DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

AMENDMENT NUMBER 25 TO
CONTRACT FOR TAX OFFICE COMPUTER SYSTEM

This Amendment Number 25 to the Contract for Tax Office Computer System (this "Amendment"), is made and entered into by and between Travis County, a political subdivision of the State of Texas ("County"), and Easy Access, Inc., a Texas corporation whose principal office is located at 4200 A N. Bicentennial Drive, McAllen, Texas 78504, ("Contractor" or "EAI"). County and Contractor may be collectively referred to herein as the "Parties". All capitalized terms used but not defined herein have the meaning ascribed to them in the Contract, as defined below.

Recitals

County and Contractor entered into that certain Contract for Tax Office Computer System, dated December 13, 1994, pursuant to RFP #R940107-OJ ("Contract"), wherein Contractor agreed to sell County, and County agreed to acquire and license from Contractor, the EZ-TAX System and the EZ-VOTE System; and

County and Contractor entered into Supplemental Agreement, Amendment Number 11, dated February 15, 2007, in which Contractor agreed to provide and County agreed to acquire additional System and Web Services specifically designed for the Travis County Clerk's Office, including creation of the now operational TCCO Website; and

County and Contractor desire to again amend the Contract to modify the scope of services provided in Amendment Number 11 for the purpose of adding an "Election Night Reporting" module to the TCCO Website, as further described below.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to the following amendments to the Contract, which are in addition to previous Contract amendments.

Amendments

Section 1. System and Web Services

1.1 Contractor will provide the "Election Night Reporting" enhancements and modifications to the TCCO Website in strict accordance with the terms, conditions, requirements and specifications contained in the Statement of Work attached to this Amendment as **Exhibit A**. **Exhibit A** is incorporated into this Amendment for all purposes.

Section 2. Applicable Limited Warranty Period.

2.1 From the effective date of this Amendment Number 25 through January 31, 2013 (the "Applicable Limited Warranty Period"), Contractor warrants that the enhancements and modifications will conform in all respects to the specifications set forth in **Exhibit A**. If, during the Applicable Limited Warranty Period, there are any defects in the "Election Night Reporting" enhancements or modifications that cause the enhancements or modifications to fail to operate in accordance with **Exhibit A**, Contractor shall fix the enhancements or modifications to eliminate the defect(s), at no cost or charge to County.

2.2 If, during the Applicable Limited Warranty Period, Contractor fails to completely eradicate the defect(s) in question, or if the enhancements or modifications do not meet or exceed the requirements and specifications set forth in **Exhibit A** or do not perform their functions smoothly, efficiently, seamlessly, and in a timely manner, County reserves the right to return the affected enhancement or modification to Contractor, at Contractor's expense. In such event, Contractor will promptly give County a full refund of the fees and charges paid for the affected enhancement or modification.

Section 3. Continued Force and Effect.

3.1 Except as specifically amended above, the Contract remains in full force and effect, being hereby ratified, approved and affirmed.

Statement of Work

July 30, 2012

For

Travis County

*Enhancement to the EZ-Vote System/County Clerk Web Site:
“Election Night Reporting”*

Prepared by:

Easy Access, Inc.

4200 A N Bicentennial Dr
McAllen, Tx 78504
(956) 682-3466



Proprietary Rights Notice

All rights reserved. This document contains valuable and proprietary properties of Easy Access, Inc. (EAI). This document embodies substantial creative works and confidential information, ideas and expressions, no part of which may be reproduced or transmitted in any form or by any means, electronic, mechanical or otherwise, including but not limited to photocopying and recording or in connection with any information storage or retrieval system without the express written permission of Easy Access, Inc. Notwithstanding the foregoing, disclosure of any information or documentation obtained by either party or any of its officials, employees, agents or representatives in connection with this Agreement (including this Statement of Work) is subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.

Please request any use not already authorized by contacting:

**Easy Access, Inc.'s Publication Office
McAllen, TX 956:682-3466
Fax 956:682-0906**

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1.0 Statement of Intent

This Statement of Work (SOW) discusses the responsibilities and scope of work for Easy Access, Inc. (EAI) and the Travis County Clerk's Office (TCCO) with regard to the implementation of services that EAI will provide to TCCO in order to achieve necessary enhancements to the EZ-Vote System and the Travis County Clerk's Office Website, providing a public-facing web-based application to display Election Night Reporting information and statistics.

EAI will be the primary contractor responsible for project management. EAI and TCCO will perform the tasks detailed in the Project Scope section of this document, Section 5. EAI will assign a project manager who will serve the overall Contract Project Manager. TCCO shall assign a project manager to perform the required functions necessary to insure the project meets the specifications outlined herein. The EAI Project Manager and the TCCO Project Manager will work together to manage project dates, sub-tasks, deliverables, etc.

This Statement of Work contains the following:

- Solution Overview
- Assumptions and Dependencies
- Project Management Responsibilities
- Project Scope
- Project Change Control Procedure
- Status Reporting
- Project Pricing/Cost

Changes to the scope of this Statement of Work will be managed according to the process outlined in the Project Change Control section of this document, Section 7.

2.0 Solution Overview

EAI will provide services within the limits defined in Section 5 of this document for the overall task discussed below:

- "Election Night Reporting" – Enhancement to existing TCCO Website

Additional tasks that are not within the scope of this project effort will be subject to the conditions of the Project Change Control in Section 7 of this document.

3.0 Assumptions and Dependencies

This Statement of Work is predicated upon the following assumptions and dependencies. These assumptions and dependencies are based on EAI's understanding of the requested services. Changes to any of these assumptions or dependencies may result in changes to the cost and/or schedule of the project administered through the Project Change Control procedure outlined in Section 7.

- 3.1 Start date for this project shall be no later than 20 business days from SOW execution between EAI and TCCO. All terms and conditions provided as part of this Statement of Work shall be in effect for 30 days from the date of this SOW. If the Statement of Work is not executed by that date, EAI reserves the right to make any necessary changes, which will not be binding on County unless County agrees to such changes in writing.

- 3.2 This Statement of Work will be invoiced on a Time and Materials basis with a not to exceed clause. A cost estimate is provided in Section 9 of this Statement of Work. EAI will make every attempt to meet the objectives communicated by TCCO to EAI for EAI's engagement in this project. The tasks outlined in Section 5, Project Scope, are intended to meet those objectives. The scope of work has been estimated based on EAI's understanding of the objectives at the time of writing of this document. Changes to the scope of this Statement of Work will be processed according to the Project Change Control procedure outlined in Section 7.
- 3.3 In any instances where EAI requires access to TCCO's legacy systems, servers, databases, election software and associated data or any other applications, TCCO will provide appropriate technical resources to facilitate access (e.g., System Administrator, network specialist, etc...).
- 3.4 The TCCO facility and computer network will be available to EAI's project staff, except for periods of scheduled maintenance. TCCO will communicate any planned outages in service to the EAI project team at least 2 normal business days in advance.
- 3.5 At the time of installation, work area desks with telephones and LAN attached workstations will be available in close proximity to the installed systems for one member of the EAI project staff. Additional facilities for other staff members will be made available upon request.
- 3.6 Throughout the duration of this work assignment, TCCO will communicate to the EAI project team any planned or known modifications to the existing project. This notification will occur at least 2 normal business days in advance. Changes to the scope of this Statement of Work due to these modifications will be processed according to the Project Change Control procedure outlined in Section 7.
- 3.7 EAI will perform development, testing, quality assurance and implementation from its corporate offices.
- 3.8 If EAI is delayed in the progress of the project 1.) By an act of TCCO, its employees, or its subcontractors; 2.) By changes ordered in the project not caused by the fault of EAI; by labor disputes, fire, unusual delays in transportation; adverse weather conditions not reasonably anticipated; or other such causes beyond the control of EAI, or 3.) By another cause that TCCO and EAI agree is justifiable; the contract time shall be reasonably extended and the charges adjusted, if necessary, by Project Change Control authorization.
- 3.9 EAI and TCCO assigned staff will provide timely assistance in performing project tasks at TCCO. TCCO retains the responsibility for managing the project-related activities of the TCCO internal staff and subcontractors employed by TCCO. TCCO will promptly coordinate and schedule personnel to participate in the installation and demonstration tasks to be performed as part of this project. Consistent and/or unusual delays in coordination or scheduling will be managed in conformance with the Project Change Control procedures identified in Section 7 of this document.
- 3.10 TCCO will provide VPN connectivity, which at minimum shall provide adequate access to the various hardware system and applications required to perform the development, testing and deployment of the ENR website enhancement.
- 3.11 Technical support, for hours worked outside the scope of the SOW, will be performed at the rate of \$150.00 per hour, billed in 4-hour minimum increments per day while on-site, billed in half-hour minimum increments when working remotely from the EAI offices. Out

of scope support will be managed in conformance with the Project Change Control procedures identified in Section 7.

- 3.12 Estimates provided herein do not include travel expenses that may be incurred by EAI while providing professional services (e.g., travel, accommodations, etc.). Any and all travel expenses will be billed or arranged separately as actual and as incurred. All travel expenses will be approved for payment only insofar as they comply with the Travis County Budget Rules.
- 3.13 EAI shall retain ownership of any design, source code, or documentation provided as part of this engagement. EAI grants to TCCO an Irrevocable, Perpetual, Non-exclusive license to Use the enhancements listed in 2.0 for its intended purpose.
- 3.14 TCCO will allow EAI to utilize TCCO's facilities, if and when available, for any mentoring associated with this project.
- 3.15 The hour estimates included in this Statement of Work do not include the hours required to log and resolve problem reports with files, data or software. If problems are discovered, the EAI Project Manager will communicate these problems to the TCCO Project Manager and provide TCCO with the appropriate Change Control Request (e.g., Program Modification Requests).

4.0 Project Management Requirements

TCCO will designate an individual who will possess the authority to act on its behalf with regard to all contract and project matters and to whom all communications may be directed.

4.1 General responsibilities will include:

- 4.1.1.1 Working with the EAI Project Manager.
- 4.1.1.2 Attending project status meetings.
- 4.1.1.3 Attending meetings.
- 4.1.1.4 Reviewing deliverables with the EAI Project Manager.
- 4.1.1.5 Obtaining and providing information data, decisions, and approvals within five (5) working days of EAI's requirement, unless TCCO and EAI agree to an extended time.
- 4.1.1.6 Resolving deviations from the project plan.
- 4.1.1.7 Resolving project issues as necessary.
- 4.1.1.8 Monitoring and reporting project status on a regular basis to TCCO management.

5.0 Project Scope

The following section discusses the scope of work for EAI to perform the tasks set forth in this SOW. The scope of work is limited to the following tasks. The organization(s) responsible for performing each sub-task has been identified next to the sub-task. The possible organizations include EAI and TCCO. The following tasks and their associated deliverables are planned to be completed and delivered to TCCO.

5.1 Task 1 - Project Initiation and On-going Project Management

During the Project Initiation phase, Project Management will include the execution of a Statement of Work between TCCO and EAI. The project teams will be assembled and project tasks and responsibilities for TCCO and EAI will be defined. On-going project management tasks include managing the EAI project resources and handling communications between TCCO and EAI.

5.1.1 Project Initiation Sub-Tasks:

5.1.1.1 EAI & TCCO - Review/Approve Statement of Work

5.1.1.2 EAI & TCCO - Define Project Responsibilities

5.1.1.3 EAI & TCCO- Perform Project Staffing Assignments

5.1.1.4 Deliverables/Completion Criteria:

5.1.1.4.1 Approved Statement of Work

5.1.2 On-going Project Management Sub-Tasks:

5.1.2.1 EAI and TCCO - Track Project Status

5.1.2.2 EAI and TCCO - Track Project Time

5.1.2.3 EAI and TCCO - Attend Meetings

5.1.2.4 EAI and TCCO - Coordinate the Resolution of Issues and the Management of Tasks

5.1.2.5 EAI and TCCO – Provide for Status Meetings

5.1.2.6 EAI and TCCO – Conduct On-going Project Change Management

5.1.3 Deliverables/Completion Criteria:

5.1.3.1 On-going Project Management

5.1.3.2 Status Meetings

5.1.3.3 Issue Resolution

5.1.3.4 Project Change Management

5.2 Agreement of Work to be performed

EAI shall develop a public-facing web-based application, as an enhancement to the TCCO website, for the purposes of presenting Election Night Reporting information and statistics to the public, as initially outlined in the prototype design document (ENR Prototype2.pub) provided by Gail Fisher on 5/30/2012 (attached hereto and incorporated herein by reference, and further defined by addendum documentation on 7/17/2012), which visually depicted the various pages of the web-application enhancement. This Statement of Work is based solely upon these documents, and the original discussion of its contents.

The public-facing web-based application will be designed and developed as a Java J2EE web application and will be supported to execute under the following Application Server platforms:

- IBM WebSphere Application Server v7.0.0.21 or higher
- Oracle GlassFish Server (3.1.2.2)

The application will also be designed and developed to be compatible with the following Database Server platforms:

- SQL Server 2005/2008
- Oracle 11g

The application will also be designed and developed such that the visual aspects will display as intended within the following Internet Browser platforms:

- Internet Explorer 9
- Mozilla FireFox 11/12/13

However, migration of the data from BOSS into our later-defined application tables will remain the responsibility of TCCO staff (also cited in item 5.2.8 below):

Development of the Election Night Reporting web-application will consist of the following modules:

- 5.2.1 Results Archive Page. This page will display past election results in archived PDF and Excel formats
- 5.2.2 Current Results Page. This page will display current election results per election, contest, and precinct, and provides voter statistics per election, contest, and precinct.
- 5.2.3 Voter Turnout Maps and Results Map. These pages will display turnout and results maps for full-county returns and by individual contest returns.
- 5.2.4 Custom Results Page. This page will provide certain users the capability to customize their own view of the data per defined jurisdictions, contests, and precincts; allows results to display in cumulative or specified precinct format.
- 5.2.5 Locations Reporting Page. This page will display locations reporting on a map, along with associated statistics.
- 5.2.6 Reports Page. This page will provide support for specified reports to be exported in either PDF or Excel format.
- 5.2.7 FAQs & Demo page. These pages will represent static content (including all required text/fonts/images) provided by TCCO in advance, within a minimum of two-weeks prior to the expected module completion date.

- 5.2.8 Loading of election night reporting data shall be the responsibility of TCCO for each election. EAI will facilitate the definition/design of the database required for election night reporting.
- 5.2.9 Election Night Assistance – EAI shall provide election night assistance in the first live election (November 2012) and will provide election-night live support for future elections, subject to existing support contracts in place.

5.3 Training for TCCO.

EAI shall provide training to designated TCCO staff. This training shall encompass the changes and enhancements listed in 5.2 of this SOW. EAI shall provide training, consisting of 2 hours to designated staff. EAI shall include training to administrative staff who shall continue ongoing instruction to current and future staff. EAI and TCCO shall mutually agree upon date and time of training upon the completion and deployment of all enhancements and changes.

6.0 Post Installation Support

Post installation support shall commence on the day following implementation. EAI personnel will be available to answer questions through EAI's call support desk related to the installation and to assist in on-going problem resolution. Post installation support shall be provided as part of the services and support included in the current EZ-Vote Contract, which includes on-going support. The yearly cost of such support shall commence on the annual contract renewal date and for each year thereafter.

7.0 Project Change Control

EAI recognizes that changes to the scope of this project may occur as part of the proposed implementation. These proposed changes may result in new or modified requirements and will be presented in a manner which best represents the benefit trade-offs necessary to implement the function. This Amendment may be modified only as authorized by Section 22 of the Contract. The following procedure will be followed for all change requests:

- 7.1 A Project Change Request will be the vehicle for approving change. The request must detail the change and identify the impact of the change on deliverables, timeframes, and the cost of the project.
- 7.2 EAI's and TCCO's Project Managers will review the change request and its impact and mutually agree upon its content, cost, and delivery schedule.
- 7.3 EAI's and TCCO's Project Managers will be responsible for obtaining approval for all change requests. Once approved, all changes will become an addendum to this SOW. Authorized representatives from all parties must sign each Project Change Request. Upon approval signature, work will be performed per the change request.

8.0 Status Reporting

EAI's and TCCO's project management will provide for status meetings. Statuses will include updates related to progress on the project as well as any deviations from the plan. In addition, either an on-site meeting or conference call to address any open issues can supplement these meetings. The primary purpose of such status reporting is to assure timely delivery of systems components and provide a forum for issue discussion and resolution.

9.0 Project Pricing/Cost

The cost estimate identified below represents the anticipated services needed to complete the objectives of this Statement of Work. The estimated total does represent a "not to exceed" amount. All EAI services will be billed at the end of each month at the contract rate of \$150.00 per hour for hours worked under this Statement of Work. All invoices will be sent to TCCO for payment. All invoices are due and payable in accordance with Section 11 of the Contract.

EAI will work with TCCO to identify any items that may significantly affect the delivery date or cost of this project.

TCCO may terminate this assignment upon five (5) days prior written notice to EAI, setting forth the effective date of such termination.

EAI may terminate this assignment upon Thirty (30) days prior written notice to TCCO. Upon termination, EAI will expect payment for all work performed up to the date of termination at the rate of \$150.00 per hour, subject to the not to exceed sum.

Table 1 contains the estimated costs to perform this Statement of Work:

TABLE 1 – “Cost of Services”

Payor	Description	Amount
TCCO	Estimate of 400 hrs @ \$150.00/hr	Not to exceed \$60,000.00
On-Going Maintenance and Support	Billed Annually	\$9,000.00

MODIFICATION OF CONTRACT NUMBER: 4400000562/MA960322 – Tax Office Computer System
PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 700 LAVACA, SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Lori Clyde TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: September 20, 2012
ISSUED TO: Easy Access, Inc. 4200–A N Bicentennial Dr. McAllen, Texas 78504 (956) 682-3466 (v) (956) 682-0906 (f)	MODIFICATION NO.: 26	EXECUTED DATE OF ORIGINAL CONTRACT: December 13, 1994

ORIGINAL CONTRACT TERM DATES: February 28, 2003–February 29, 2004 CURRENT CONTRACT TERM DATES: March 1, 2012– February 28, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 288,850.00 Current Modified Amount \$ 982,079.24

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above mentioned contract is hereby modified as follows:

- 1) Per Quote 2705 dated 9/14/2012, Enhance EZ-TAX to allow citizens to electronically request a current tax bill through the website. The total cost for this enhancement is \$2,000.00.
- 2) Per quote 10008 dated 9/14/2012, purchase interface devices with software programming:
30 each IDTECH Human Interface Device, Model IDMB-3341338 at \$75.00/each = \$2,250.00

The total cost of this modification is \$4,250.00.

Note to Vendor:

[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: _____	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
BY: _____ SIGNATURE	
BY: _____ PRINT NAME	DATE: _____
TITLE: _____ ITS DULY AUTHORIZED AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action for the following items.

A. Approve order exempting the purchase of patient cardiac monitors/defibrillators for Starflight from Zoll Medical Corporation, from the competitive procurement process pursuant to section 262.024(a)(7)(A) of the County Purchasing Act.

B. Pursuant to Section 263.152 of the Texas Local Government Code, declare Physio-Control LifePak 12 cardiac monitors as surplus property and authorize same as trade-in on new equipment.

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

The Travis County Commissioners Court approved the purchase of new patient cardiac monitors/defibrillators during the FY13 budget process. These new patient cardiac monitors will replace the current Physio-Control LifePak 12 monitors originally purchased by Travis County in 2008. Zoll Medical Corporation is the sole manufacturer and distributor for Zoll X-Series monitor/defibrillators. These new monitors offer significant improvements over the older model with reduced maintenance, weight and size.

Zoll is offering trade-in allowances for the current monitors and ventilators. Zoll is offering \$3,000.00 trade-in for each LifePak unit. The current Physio-Control LifePak 12 monitors have Travis County asset numbers 123586, 123587 and 123588.

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-Related Information:**

Award Amount: Zoll - \$155,575.25

Contract Type: One time purchase.

➤ **Funding Information:**

Funding Account(s): 1598000001

Comments: Funded from FY13 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.

**ORDER EXEMPTING
PURCHASE OF ZOLL MEDICAL CORPORATION X SERIES
DEFIBRILLATORS
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received a Sole Source Justification from Starflight and an Affidavit of Single Source sworn and submitted by the Purchasing Agent in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (7) (A) and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available for the purchase of Zoll Medical Corporation X Series Defibrillators.

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of Zoll Medical Corporation X Series Defibrillators is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of an item that can be obtained from only one source.

Signed and entered this ____ day of _____, 2012.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhart
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

September 24, 2012

TO: Commissioners Court
Travis County, Texas

SOLE SOURCE ACQUISITION OF ZOLL MEDICAL CORPORATION X SERIES
DEFIBRILLATORS

I CERTIFY THAT THE PURCHASE OF ZOLL MEDICAL CORPORATION X Series defibrillators for Travis County constitutes a sole source procurement, and is only available through Zoll. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.

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

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

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON _____
(DATE)

(COUNTY JUDGE)



Travis County
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

Date: September 21, 2012
To: Cyd Grimes, Purchasing Agent
Through: Danny Hobby, Executive Manager, Emergency Services
From: Casey Ping, Program Director
Subject: **STAR Flight** Patient Cardiac Monitors

The Travis County Commissioners Court approved the purchase of new patient cardiac monitors / defibrillators (Zoll X-Series) during the FY13 budget process. These new patient monitors will replace our current cardiac monitors (Physio-Control LifePak12) which were purchased after their lease expiration in 2008. These new monitors offer significant improvements over the older model with current patient treatment technology and monitoring, reduced maintenance cost and failure rate, and reduced weight and size.

The current bid includes the trade in of the current Physio-Control monitors. The current monitors have Travis County Asset numbers 123586, 123587 and 123588.

We need Commissioners Court approval to trade the current monitors in for the purchase of the new monitors. Zoll Medical is the sole-source provider for the new monitors and is offering \$3000 trade-in for each LifePak unit.

Please let us know if you have any questions

Casey



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

September 4, 2012

Loren Breland
Travis County Star Flight
700 Lavaca St., Suite 800
Austin, TX 78701

Dear Loren Breland:

We appreciate your selection of ZOLL® products for Travis County Star Flight. This letter serves as confirmation that ZOLL® Medical Corporation at 269 Mill Road in Chelmsford, Massachusetts, is the sole manufacturer and source of X Series® Defibrillators for the EMS Market. ZOLL® or Ryan Grulke, EMS Territory Manager, will not sell an X Series® Defibrillator to Travis County Star Flight through any vendor or dealer.

Should you have any questions or require additional information please contact me at 800-348-9011 x 9568.

Sincerely,

A handwritten signature in blue ink that reads "Elizabeth McCaughey". The script is cursive and fluid, with the first letter of each name being capitalized and prominent.

Elizabeth McCaughey
Contracts & Bids Manager



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

ZOLL X Series Justification



The attached document will provide the necessary justification, illustrating how the ZOLL X Series is highly specialized and uniquely qualified to address the needs of your organization.

1. X Series is the smallest and lightest vital signs monitor/defibrillator

Reducing size, weight and cube is critical to your success. X Series is the only device that is up to 66% smaller than other defibrillator/monitors. The ZOLL X Series is up to 43% lighter than other defibrillator/monitors.

2. X Series is the only defibrillator that has been designed and tested to Military Standards to meet the rigors of use in austere environments.

2a. X Series is the only defibrillator that has passed the most stringent environmental protection from water and sand ingress to a level of IP55.

During EMS use, water and sand can interfere with the operation of a medical device. X Series is the only critical care monitor/defibrillator to pass the IEC 60529 water and sand ingress testing and has achieved a level of IP55 protection, which protects the device from jets of water sprayed on all sides without any cables or connectors attached. X Series is only defibrillator that has passed the ingress protection of very fine sand to a level of IPx5.

2b. X Series is the only defibrillator that has passed the Military Standard MIL STD 810G for Shock protection

To ensure reliable operation in the most challenging EMS environments, X Series is the only defibrillator that has passed a 75 G shock test as tested per MIL STD 810G, Method 516.6.

2c. X Series is the only defibrillator that has passed the Military Standard MIL STD 810G for Drop protection

To ensure reliable operation in the most challenging EMS environments, X Series is the only defibrillator that has passed a 26 sided drop test from one meter as tested per MIL STD, Method 516.6. In addition, X Series is the only device that has passed a 2 meter drop test, as per the IEC 60601 drop test.

3. X Series has been uniquely designed and tested to function in the most austere EMS environments.

3a. X Series is the only defibrillator that can operate over the widest temperature range.

X Series is the only defibrillator that can operate continuously over a range from 0° C to 50° C. X Series is also the only defibrillator that can operate from -26° C to 60° C for 6 hours, as tested per MIL STD 810G.

3b. X Series has the longest operating time from a single battery.

X Series can continuously monitor more physiological parameters for a longer time from a single battery, than any other defibrillator. Each X Series battery will continuously monitor ECG, pulse oximetry, EtCO₂, three channels of invasive pressures, two channels of temperature and non-invasive blood pressure every 15 minutes for 6 hours. X Series is the only defibrillator that can operate for 6 hours from one battery and still provide AC backup capability. The X Series battery is hot swappable, allowing the user to remove the battery without losing data or monitor settings.

3c. X Series has the fastest recharge rate than other defibrillators

X Series is the only defibrillator that can recharge a low battery within 4 hours, while the device is being operated. This will provide continuous operating power to your EMS team, allowing them to take fewer batteries on a call.

3c. X Series has the smallest and lightest airworthy auxiliary AC power supply and battery charger.

Reducing equipment size, weight and cube is critical in EMS. X Series auxiliary AC power supply and battery charger is up to 84% lighter (over 5 lbs. lighter) and up to 97% smaller (over 500 cubic inches smaller) than other defibrillators.

3d. X Series is the only device with a high contrast and NVG "Friendly" Display.

X Series is the only device that has a high contrast display allowing the user to quickly change from a normal display to a high contrast display- allowing the user to view the waveforms and numerics in bright sunlight. In addition, X Series is the only device that will allow the user to quickly enter a night vision goggle (NVG) "friendly" display mode. This NVG display mode will improve night flight Ops safety, by not impairing the Pilot or other member's NVG vision during night missions.



4. X Series is the only defibrillator that has been uniquely designed with the clinical features to help EMS providers treat patients safely and accurately.

4a. Only defibrillator has the capability of treating neonate to adult patients.

X Series is the only defibrillator that is FDA cleared to treat neonate patients for defibrillation and Non-invasive blood pressure monitoring. This will allow the clinician to treat all patient populations from one device.

4b. Only defibrillator with User Selectable patient modes

X Series is the only defibrillator that will allow the user to quickly select a patient mode (Adult, Peds, Neonate), which will automatically set the default parameters for key operating functions (i.e. alarms, NIBP cuff inflation pressure, initial defibrillation energy, etc.)

4c. Only defibrillator with Motion tolerant, FAST, EMS tested NIBP

X Series is the only defibrillator that synchronizing the patients ECG R wave with the NIBP algorithm, providing the NIBP algorithm

critical information on the patients pulse wave, which allows the algorithm to remove the artifact and improve the NIBP measurement accuracy. X Series is also the only defibrillator that will take a blood pressure in 15 seconds, while other devices typically take over 45 to 60 seconds to obtain a measurement.

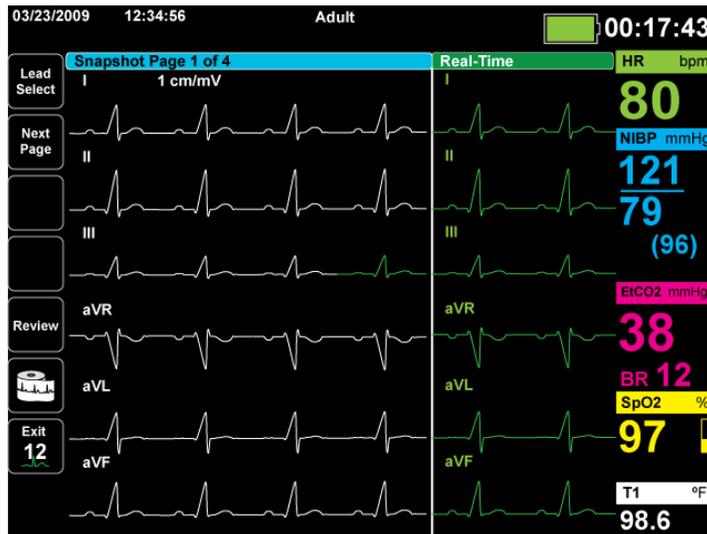
4d. Only defibrillator with the option of three invasive pressure channels.

X Series is the only defibrillator that can monitor 3 invasive pressures. X Series will allow clinicians to continue to monitor the patient's Art line, CVP and ICP simultaneously. By integrating a 3rd Invasive Pressure into X Series, this can reduce the need to carry additional equipment, saving weight and size.



4e. Only device with Diagnostic 12-Lead Real-Time display

X Series is the only defibrillator that provides the ability to view the recently acquired 12-Lead and the corresponding real-time ECG on the same display, allowing the clinician to compare the current 12-Lead waveforms from any stored 12-Lead.



4f. Hyper and Hypothermic Temperature measurement capability

X Series has the widest measurement range compared to other defibrillators. X Series can accurately measure patient temperatures from 32° F to 122° F (0° C to 50° C). Some devices do not have the capability of measuring temperature or cannot measure patient temperatures greater than 113° F. X Series is the only device that provides the clinician with valuable lifesaving information for hypo and hyperthermic patients. Without the ability to monitor the patients with extreme temperatures, the patient's diagnosis could be mismanaged. X Series is capable of monitoring two temperature channels, where some defibrillators do not have this capability. X Series can also automatically calculate and display the differential temperature measurements between the two temperature channels (T1 – T2), allowing the clinician to monitor the differential temperature between the patient's core and distal temperature. This can be important for properly managing the severe extremity injuries being found in trauma patients.

4g. Only device that has both an ECG display and chart recorder sweep speed of 50 mm/sec

To assist the clinician in properly diagnosing tachycardia patients, X Series is the only defibrillator with a monitor capable of allowing the operator to view traces at either 25mm or 50mm / sec ECG sweep speed. X Series is also the only defibrillator capable of allowing the operator to quickly select either 25 mm or 50 mm/sec print speed, directly from the ECG display.

4h. EtCO₂ accurately measures elevated CO₂ patients

X Series offers end-tidal carbon dioxide Microstream® monitoring for continuous monitoring of both intubated and non-intubated patients of all ages (neonate to adult). The American Heart Association, in 2010, stated that use of capnography to monitor endotracheal tube placement is a Class I recommendation. Additionally, this parameter allows continuous monitoring of the progress of resuscitation and provides a secondary indicator of CPR quality and ventilation. X Series offers the widest CO₂ measurement range than any other defibrillator. X Series can measure from 0 to 150 mmHg, allowing the clinician to accurately measure patients with elevated CO₂ levels (i.e. some drug overdose patients). Other defibrillators stop reading at 99 mmHg.

4i. Only defibrillator that is compatible with most ZOLL defibrillators and Propaq Monitors accessories

X Series has been designed to be backwards compatibility with ZOLL defibrillator accessories currently in use and all the Propaq monitors. This compatibility will also allow the user to conserve expenses not having to inventory redundant accessories and consumables.

4j. Only defibrillator that has clinical documentation of achieving the highest transcutaneous pacemaker capture rates and using the lowest average current to obtain capture.

X Series is the only defibrillator that has published data documenting the highest average capture rates (80% - 95%), as well as being able to obtain capture using the lowest average current (40 to 50 mA).



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

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

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action for the following items.

A. Approve order exempting the purchase of patient ventilators for Starflight from CareFusion, from the competitive procurement process pursuant to section 262.024(a)(7)(A) of the County Purchasing Act.

B. Pursuant to Section 263.152 of the Texas Local Government Code, declare Pulmonetics LTV 1000 ventilators as surplus property and authorize same as trade-in on new equipment.

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

The Travis County Commissioners Court approved the purchase of new patient ventilators during the FY13 budget process. These new patient ventilators will replace the current Pulmonetics LTV 1000 ventilators originally purchased by Travis County in 2006. CareFusion is the sole manufacturer and distributor for Revel ventilators. These new ventilators offer significant improvements over the older model with reduced maintenance, weight and size. Purchasing 4 new Revel ventilators at \$17,900.00 each.

Carefusion is offering trade-in allowances for the current monitors and ventilators. Carefusion is offering \$1,790.00 trade-in for each LTV 1000.

The current Pulmonetics LTV1000 ventilators have Travis County asset numbers 123592, 123493 and 123594

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-Related Information:**

Award Amount: CareFusion - \$68,255.00

Contract Type: One time purchase.

Comments:

➤ **Funding Information:**

Funding Account(s): SAP cost center 1598000001

Comments: Funded from FY13 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.

**ORDER EXEMPTING
PURCHASE OF CAREFUSION REVEL VENTILATORS
FROM REQUIREMENTS OF THE COUNTY PURCHASING ACT**

WHEREAS, the Commissioners Court of Travis County, Texas has received a Sole Source Justification from Starflight and an Affidavit of Single Source sworn and submitted by the Purchasing Agent in accordance with TEXAS LOCAL GOVERNMENT CODE, 262.024 (a) (7) (A) and

WHEREAS, based on the evidence presented, the Commissioners Court of Travis County, Texas finds that there is only one source available for the purchase of CareFusion Revel Ventilators.

NOW, THEREFORE, the Commissioners Court of Travis County, Texas hereby orders that the purchase of CareFusion Revel Ventilators is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of an item that can be obtained from only one source.

Signed and entered this ____ day of _____, 2012.

Samuel T. Biscoe, County Judge
Travis County, Texas

Ron Davis
Commissioner, Precinct 1

Sarah Eckhart
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

September 24, 2012

TO: Commissioners Court
Travis County, Texas

SOLE SOURCE ACQUISITION OF CAREFUSION REVEL VENTILATORS

I CERTIFY THAT THE PURCHASE OF CAREFUSION Revel ventilators for Travis County constitutes a sole source procurement, and is only available through CareFusion. I, therefore, find that this is a sole source purchase pursuant to V.T.C.A. Local Government Code 262.024 and is to be entered into the Commissioners Court minutes.

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

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

APPROVED () DISAPPROVED ()

BY COMMISSIONERS COURT ON _____
(DATE)

(COUNTY JUDGE)



Travis County
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

Date: September 21, 2012
To: Cyd Grimes, Purchasing Agent
Through: Danny Hobby, Executive Manager, Emergency Services
From: Casey Ping, Program Director
Subject: **STAR Flight** Patient Ventilators

The Travis County Commissioners Court approved the purchase of new patient ventilators (Carefusion ReVel) during the FY13 budget process. These new ventilators will replace our current ones (Pulmonetics LTV 1000) which were purchased in 2006. These new ventilators offer significant improvements over the older model with current technology, reduced maintenance cost, and reduced weight and size.

The current bid includes the trade in of the current LTV1000 ventilators. The current monitors have Travis County Asset numbers 123592, 123593 and 123594.

We need Commissioners Court approval to trade the current monitors in for the purchase of the new ventilators. Carefusion is the sole-source provider for the ventilators and is offering \$1970 trade-in for each LTV100 ventilator.

Please let us know if you have any questions

Casey

CareFusion #203
17400 Medina Road, Suite 100
Minneapolis, Minnesota 55447-1341
763.398.8300 tel
763.398.8400 fax



www.carefusion.com

September 06, 2012

Loren Breland
Loren.Breland@co.travis.tx.us

Dear Loren,

I understand you have made an inquiry about the Revel, p/n 19260-001, Ventilator and were looking for sources in which to obtain this product. This product is manufactured and sold exclusively by us, CareFusion #203. We do not have distributors in which you could obtain these from; therefore, we are the sole source to obtain the Revel.

If we can be of further assistance please don't hesitate to call our Customer Care Department @ 800/754-1914.

Sincerely,
CareFusion #203

Deb Solie
Customer Service Manager



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

Prepared By: Melinda Mallia **Phone #:** 854-4460

Division Director/Manager: Jon White, NREQ

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action to adopt the 2011 Hazard Mitigation Plan Update for Travis County.

BACKGROUND/SUMMARY OF REQUEST:

Travis County's Hazard Mitigation Plan (HMP) was updated in response to a requirement by the Federal Emergency Management Agency (FEMA) requiring local governments to develop HMPs. The plans must be updated every five years in order to maintain eligibility for mitigation grants and other federal assistance after declared natural disasters.

The 2011 HMP Update was prepared by Jeffrey S. Ward and Associates, with input from a Mitigation Planning Committee that included representatives from Travis County Emergency Services (ES), Transportation and Natural Resources (TNR), the City of Sunset Valley, the City of Pflugerville, and Village of the Hills. TNR managed the planning process, in coordination with Emergency Services (ES). When the HM Plan is approved by FEMA and adopted by the County, it will become an annex to the County's Emergency Management Plan.

The plan examines Travis County's risks from natural hazards, analyzes hazards that have occurred in the past, and identifies measures to be taken to reduce life and loss of property due to hazards in the future. Nine hazards were profiled: floods, tornadoes, wildland grass/brush fire, drought, severe storms, winter storms, seismic/earthquakes, landslides and dam failure.

The hazards were ranked and evaluated using five criteria to identify those with the most potential impact to the County: 1) history, 2) potential for mitigation, 3) presence of susceptible areas, 4) data availability, and 5) federal disaster declarations and local emergency declarations. A detailed risk assessment was then undertaken for the two hazards of greatest significance to Travis County, floods and tornadoes.

Flooding remains the most significant risk in Travis County. An estimated 20% of buildings in the County are exposed to some degree of flooding. Nearly 6,800 buildings are located within flood hazard areas on FEMA maps.

After the draft plan was submitted to TXDEM and FEMA for review in March 2011, the county experienced record-setting drought and wildfires. Travis County joined the City of Austin, Emergency Service Districts, and local municipalities to form the Joint Wildland Fire Task Force. The group is working on a series of new initiatives to address wildfire response, recovery, preparedness and mitigation. Among them, a regional Community Wildfire Protection Plan (CWPP) is in development, to provide a wildfire risk assessment and new mitigation actions for wildfires. This plan will become an annex to the Hazard Mitigation Plan.

STAFF RECOMMENDATIONS:

Staff recommends adoption of the plan and approval of the Resolution of Adoption.

ISSUES AND OPPORTUNITIES:

The draft plan was discussed in Executive Session by the Commissioners' Court on January 20, 2011 and submitted to TXDEM for state and FEMA review in March 2011. FEMA completed the review and authorized county adoption August 15, 2012. The county has 90 days, until November 15, 2012, to adopt the plan.

The cities of Sunset Valley, Pflugerville and Village of the Hills are also covered by the plan, with detailed jurisdictional information in Annexes H, I and J. Each of these communities contributed funding and participated in the planning process and each must adopt the plan by Resolution.

FISCAL IMPACT AND SOURCE OF FUNDING:

A FEMA Flood Mitigation Assistance grant, passed through the Texas Water Development Board, paid for plan development. The grant cannot be fully reimbursed or closed until the Commissioners' Court adopts the plan.

ATTACHMENTS/EXHIBITS:

Resolution of Adoption

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Jon White	Division Manager	TNR-NREQ	854-7212

CC:

Danny Hobby	County Executive	ES	854-9367
Pete Baldwin	Emergency Mgmt Coordinator	ES	974-0472
Stacey Scheffel	Flood Plain Administrator	ES	854-7565
Stacy Moore-Guajardo	Asst. EMC	ES	974-0473

: :
0801 - NREQ - 0811



Resolution

WHEREAS Travis County Texas has experienced natural hazards that result in public safety hazards and damage to private and public property;

WHEREAS Travis County had a FEMA approved hazard mitigation plan. FEMA requires that hazard mitigation plans be updated and re-adopted every five years.

WHEREAS the hazard mitigation planning process and the update process set forth by the State of Texas and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk;

WHEREAS the Texas Water Development Board provided federal mitigation funds to support the update to the mitigation plan;

WHEREAS an update to the *Hazard Mitigation Plan* has been completed by the Mitigation Planning Committee;

WHEREAS the updated *Hazard Mitigation Plan* includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

NOW THEREFORE BE IT RESOLVED by the Travis County Commissioners Court that:

1. The updated *Hazard Mitigation Plan* is hereby adopted as an official plan of Travis County.
2. The Travis County departments identified in the Plan are hereby directed to pursue implementation of the recommended high priority activities that are assigned to their departments.
3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the Commissioners Court, and this resolution shall not be interpreted so as to mandate any such appropriations.
4. The Transportation and Natural Resources Department and Emergency Services Department will coordinate to report on the activities, accomplishments, and progress on the plan, and prepare an annual progress report to be submitted to the Texas Division of Emergency Management.

PASSED by the Travis County Commissioners Court, this 2nd day of October, 2012.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Precinct One

SARAH ECKHARDT
Commissioner, Precinct Two

KAREN HUBER
Commissioner, Precinct Three

MARGARET J. GÓMEZ
Commissioner, Precinct Four



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

Prepared By: Lee Turner, P.E. **Phone #:** 512-854-7598

Division Director/Manager: Steve Sun, P.E.

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to approve an Interlocal Cooperation Agreement between the Lost Creek Municipal Utility District (MUD) and Travis County for the Lost Creek Sidewalk Improvements project located in Travis County Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

Lost Creek Sidewalk project was approved by voters in the 2011 Travis County bond referendum as a public-public partnership project. This project will construct sidewalks along Lost Creek Blvd and other various streets within the subdivision to provide safe walkways. A project location map is attached. Total project cost estimate is about one million dollars. Per the proposed Interlocal Cooperation Agreement, Travis County and Lost Creek Municipal Utility District will share all eligible project costs equally with a cap of \$500,000 for each party. Lost Creek MUD will manage the design and construction of the project.

STAFF RECOMMENDATIONS:

TNR recommends approval of the Interlocal Cooperation Agreement between the Lost Creek Municipal Utility District and Travis County for Sidewalk Improvements.

ISSUES AND OPPORTUNITIES:

Lost Creek MUD is located in the Lost Creek subdivision west of Loop 360 and south of Bee Cave Road in Travis County Precinct Three. The sidewalk improvements involve installing pedestrian sidewalks along Lost Creek Boulevard and other various streets in the subdivision. This project will provide a safe walkway for residences living along Lost Creek Boulevard, Quaker Ridge Road, Whitmarsh Valley Walk as well as other streets in the subdivision. The sidewalk will be constructed in compliance with the Americans with Disabilities Act (ADA) and Architectural Barriers Regulations of the Texas Department of Licensing and Regulation (TDLR). Lost Creek MUD will manage the design and construction of the project. Travis County will fund 50% of the cost of the project not to exceed \$500,000. Lost Creek MUD will also fund 50% of the cost of the project. Lost Creek MUD has agreed to these terms by signing the attached interlocal cooperation agreement.

FISCAL IMPACT AND SOURCE OF FUNDING:

The Lost Creek Sidewalk project was included in the 2011 Bond Election. The total estimated project cost is approximately \$1,000,000. Travis County will be responsible for 50% of the cost of the design and construction of the project. However, the interlocal agreement limits the maximum contribution for Travis County to \$500,000. Lost Creek MUD will fund the remaining 50%. Lost Creek MUD will provide the project management services for the development, design, and construction of the Project. Travis County staff will review the plans and specification and approve applications for payment from the design professional and construction contractor. Upon completion of the project, Travis County will assume ownership and maintenance responsibilities for the project.

WBS Element: SWCN.149.000004

Fund Reservation: Will be provided once budget transfer is completed

Fund: 4074

Fund Center: 1490190000

G/L: 521040

ATTACHMENTS/EXHIBITS:

- Copy of the Interlocal Agreement between Lost Creek Mud and Travis County
- Location Map

REQUIRED AUTHORIZATIONS:

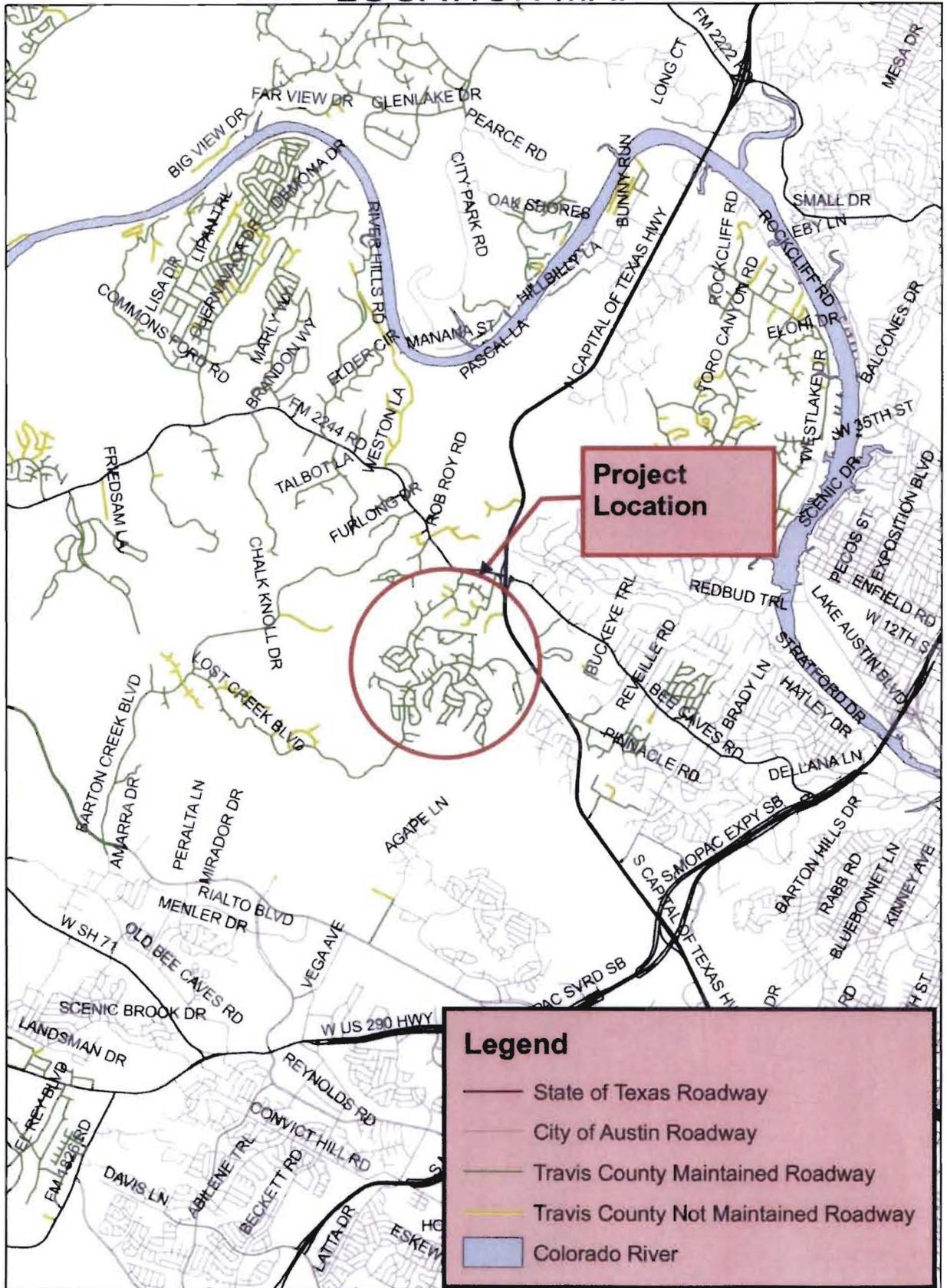
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Tom Nuckols	Assistant County Attorney	County Attorney's Office	

CC:

Steve Sun			
Lee Turner			
Donna Williams-Jones			
Tawana Gardner			

: :
3101 - Public Works/CIP -

LOST CREEK SIDEWALK IMPROVEMENTS LOCATION MAP



**INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOST CREEK MUNICIPAL UTILITY DISTRICT AND
TRAVIS COUNTY FOR SIDEWALK IMPROVEMENTS**

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into by and between Lost Creek Municipal Utility District ("Lost Creek MUD" or the "District") and Travis County (the "County"), political subdivisions of the State of Texas and are sometimes collectively referred to as the "Parties." Each of the Parties confirms that it has the authority and ability to enter into this Agreement, and to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

WHEREAS, Chapter 791 of the Government Code, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the construction of certain sidewalk improvements within the boundaries of the Lost Creek MUD, as more particularly identified in **Exhibit A** attached hereto (the "Project"), is a bond project approved by voters in the November 2011 Travis County Bond Election;

WHEREAS, Lost Creek MUD and Travis County now desire to cooperate in the design, construction, and funding of the Project;

WHEREAS, Lost Creek MUD agrees to meet its obligations under the County's 2011 bond election order by paying 50% of the total cost of the Project under the terms and conditions set forth herein;

WHEREAS, the County agrees to pay 50% of the total cost of the Project under the terms and conditions set forth herein;

WHEREAS, Lost Creek MUD and the County agree that each party's maximum contribution to the Project will not exceed \$500,000;

WHEREAS, construction of the Project will facilitate the safety of pedestrians within Lost Creek MUD and Travis County; and

WHEREAS, the Parties intend to conform this Agreement in all respects with the Interlocal Cooperation Act, Texas Government Code Section 791.001 et seq.;

NOW, THEREFORE, the Parties agree as follows:

Section 1. Consideration.

Travis County and Lost Creek MUD each acknowledge the receipt and sufficiency of good and valuable consideration for the execution of this Agreement, including but not limited to the following:

- (a) The safety of the citizens of Lost Creek MUD and Travis County to be afforded to the community by the Project;
- (b) Increased convenience and safety for pedestrians and the traveling public; and
- (c) The agreement by Lost Creek MUD and Travis County to provide the indemnification and claims notification as specified in Section 10.

Section 2. Acquisition of Right-of-Way.

The Parties agree that it is their mutual intention for the Project to be constructed within existing right-of-way owned by Travis County. Notwithstanding the foregoing, in the event that there is not sufficient right-of-way available for construction and installation of the Project:

- (a) The County Executive of the Travis County Transportation and Natural Resources Department (the "County Executive") and the Lost Creek MUD may agree in writing to modify the design, location, and/or scope of the sidewalk improvements so that all of the improvements are installed within right-of-way owned by Travis County; or
- (b) The County Executive and the Lost Creek MUD may agree to proceed with the original scope of the Project, in which case:
 - (1) Travis County will acquire in fee simple the right-of-way necessary for the construction of the Project, as shown in **Exhibit A**, and will conduct, or cause to be conducted, all appraisal, legal, title company, and other services required to acquire such right-of-way;
 - (2) Travis County and Lost Creek MUD will each pay 50% of the cost of acquiring the right-of-way necessary for the construction of the Project (the "Right-of-Way Acquisition Costs"), which includes 50% of all appraisal, legal, title company, and other services required to acquire the right-of-way but do not include the cost of County staff time; and

- (3) The Right-of-Way Acquisition Costs shall be considered Eligible Project Costs for purposes of this Agreement, and Lost Creek MUD will pay its share of the Right-of-Way Acquisition Costs to the County within 30 days after Lost Creek MUD's receipt of an invoice therefor from the County.

Section 3. Project Management.

- (a) Except as otherwise set forth herein, Lost Creek MUD will provide the project management services for the development, design, and construction of the Project (collectively, "**Project Management Services**"). The Project Management Services to be provided by Lost Creek MUD will include:
 - (1) ensuring timely and satisfactory completion of the Project in accordance with the Project plans and specifications approved by the Parties;
 - (2) assuring the Project scope, as identified in the Project plans and specifications approved by the Parties, is adhered to by the Construction Contractor;
 - (3) monitoring and reporting on the design and construction schedules and budgets in accordance with the terms of this Agreement;
 - (4) monitoring and reporting on the design and construction quality in accordance with the terms of this Agreement;
 - (5) reviewing contractor's pay requests;
 - (6) providing the County with prior notice of commencement of construction of the Project;
 - (7) otherwise coordinating between the Parties and other persons and entities involved in the Project on an ongoing basis, as determined in the Project Manager's reasonable discretion;
 - (8) generally ensuring that the Project is satisfactorily completed in accordance with approved plans and specifications, on time, and within budget; and
 - (9) providing all files for the Project to the County within 30 days after completion of the construction of the Project, including all addenda and change orders, record drawings, pay requests, and payment records.
- (b) The County Executive will act on behalf of Travis County with respect to the Project, coordinate with Lost Creek MUD, receive and transmit information and instructions, and will have complete authority to interpret and define Travis County's policies and decisions with respect to the Project. The County Executive may

designate other representatives to act on behalf of Travis County with respect to the Project.

- (c) The Lost Creek MUD General Manager will act on behalf of Lost Creek MUD with respect to the Project, coordinate with Travis County, receive and transmit information and instructions, and will have complete authority to interpret and define Lost Creek MUD's policies and decisions with respect to the Project. The Lost Creek MUD General Manager may designate other representatives to act on behalf of Lost Creek MUD with respect to the Project.
- (d) If a disagreement between the Parties arises regarding engineering design, design and construction standards, plans and specifications, inspection and testing, deficiencies and remedial action, change orders, or any other requirement or provision of this Agreement, and the disagreement is not resolved by the respective designated representatives of the County Executive and the Lost Creek MUD General Manager, then either Party may terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be without further duty or obligation to each other; provided, however, each Party shall remain responsible for payment of 50% of Eligible Project Costs incurred prior to the date of termination. Payment for such costs shall be rendered within 30 days after receipt of a written invoice for payment unless such costs are the subject of dispute between the Parties.
- (e) For Project Management Services performed by the Project Manager (as defined in Section 6 below), the Lost Creek MUD may pay the Project Manager no more than four percent of the Lost Creek MUD's actual costs incurred under the Construction Contract and approved by the County ("**Eligible Project Management Costs**"), and the County will pay to the Lost Creek MUD 50% of the Eligible Project Management Costs.

Section 4. Project Development.

- (a) Lost Creek MUD will be responsible for the management of the development and construction of the Project in accordance with the terms of this Agreement, including (i) the development of the engineering design, plans and specifications for the Project, (ii) the surveying of the Project, (iii) the construction of the Project, (iv) the inspection and testing and any required permitting and environmental assessments and clearances associated with the Project, and (vi) acceptance of the completed work.

- (b) Lost Creek MUD will require the Project Engineer to ensure that the plans and specifications for the Project comply with any applicable Travis County design and construction standards, and any other appropriate, relevant, and applicable Travis County standards, unless otherwise agreed by the Parties. In addition, Lost Creek MUD will require the Project Engineer to ensure that the plans and specifications will comply with any applicable Texas Accessibility Standards.
- (c) Lost Creek MUD will ensure that the Project Engineer provides insurance in accordance with the standard requirements of Travis County for such projects, and Lost Creek MUD will have Travis County named as an additional insured with respect to such coverage.
- (d) Lost Creek MUD and, to the extent set forth herein, the County will be responsible for the review and approval of the engineering design, plans and specifications, and for construction inspection and testing for the Project. In addition, Lost Creek MUD and, to the extent set forth herein, the County will be responsible for the review and approval of any modifications to the engineering design, plans, and specifications for the Project, during the development and construction of the Project.
- (e) Lost Creek MUD will be responsible for relocation of any existing Lost Creek MUD or Travis County facilities required by the construction of the Project. Before relocating any such facilities, Lost Creek MUD must obtain approval from Travis County to ensure that the facilities are relocated to a place that is acceptable to Travis County.
- (f) Lost Creek MUD must require the Project Engineer or the Construction Contractor (as defined below) to take any appropriate remedial action to correct any deficiencies with the Project timely identified by Travis County in connection with its review of the plans and specifications, or in connection with its inspection of construction prior to final acceptance of the Project.

Section 5. Project Bidding & Award of Construction Contract.

- (a) Lost Creek MUD will be responsible for overseeing the solicitation of bids for one or more contracts for construction of the Project ("Construction Contract") based on the approved plans and specifications. Bids must be solicited by means of a competitive process in accordance with the requirements of Section 49.273 of

the Water Code, and in compliance with County's Historically Underutilized Businesses Program. Lost Creek MUD will notify the County of the most advantageous bidder and the amount of the bid. The contractor under the Construction Contract will be referred to herein as the "Construction Contractor."

- (b) Lost Creek MUD must include in all contracts and other agreements a provision that each contractor, materialman, or supplier will look solely to Lost Creek MUD for all sums coming due thereunder and that the County will have no obligation to the Construction Contractor, but will only be obligated to pay Lost Creek MUD in the time and manner required under this Agreement.
- (c) Within five business days after executing a contract with the Construction Contractor, Lost Creek MUD will (1) obtain the Construction Contractor's written consent to a collateral assignment of Lost Creek MUD's rights under the Construction Contract, in the form attached as **Exhibit C**, which authorizes the County to exercise Lost Creek MUD's rights under the Construction Contract and to complete the Project if Lost Creek MUD fails to do so as provided in this Agreement, (2) execute the collateral assignment, and (3) deliver the collateral assignment to the County.

Section 6. Additional Management Duties of Lost Creek MUD.

Lost Creek MUD hereby covenants and agrees to:

- (a) Provide to the County four hard copies and one electronic copy of the plans and specifications for the construction of the Project at the 50%, 90%, and 100% design complete stages for the County's review and approval;
- (b) Correct any deficiencies with the Project design timely identified by Travis County within fourteen (14) working days of receipt of the plans and specifications;
- (c) Provide to the County written notice of the proposed and actual schedule for design and the advertisement for bids, award of contract, and construction of the Project;
- (d) Obtain written County approval of Lost Creek MUD's traffic control plans before construction of the Project;

- (e) Coordinate utility relocations for the Project and funding to pay the costs of utility relocations that are required for the Project and that are not legally the responsibility of the utility owner;
- (f) Provide to the County a written copy of all contracts and billings and evidence of payment affecting the Project, including accompanying information regarding compliance with the County's minority and women-owned businesses policy, and such billings must include a monthly progress report with a schedule update and status of all tasks and construction progress photographs;
- (g) Provide to the County a copy of any change order request related to the Project within two working days of its receipt by Lost Creek MUD, by delivery to the County Executive;
- (h) Provide to the County documentation and at least ten working days' notice of the submittal for the County to review and jointly approve the construction contractor's application for final payment;
- (i) Within 30 days after either the completion of the Project or the termination of this Agreement, whichever date is sooner, provide to the County a copy of:
 - (1) all executed change orders and addenda related to the Project;
 - (2) the record drawings of the Project, if any, for the County's records in a format to be specified by the County;
 - (3) all pay requests and payment records related to the Project; and
 - (4) all files of the Project Manager relating to the Project.
- (j) Contract with a professional engineering firm acceptable to the County to serve as Lost Creek MUD's agent in performing all necessary engineering, including design, surveying, geotechnical and traffic analysis services, utility relocation coordination, project manager services during the design phase, and other engineering services for the Project (the "**Project Engineer**");
- (k) Ensure that its contract with the Project Engineer contains:
 - (1) an acknowledgement by the Project Engineer that the Project is a public works project on public property, and

- (2) a provision that the Project Engineer will look solely to Lost Creek MUD for all sums coming due thereunder and that the County will have no obligation to the Project Engineer, but will only be obligated to pay Lost Creek MUD in the time and manner required under this Agreement.
- (l) Replace the Project Engineer if, in the County's opinion, the Project Engineer is not satisfactorily performing any and all responsibilities related to the Project.
- (m) Within five business days after executing a contract with the Project Engineer:
 - (1) provide a copy of the executed contract to the County, and
 - (2) (A) obtain the Project Engineer's written consent to a collateral assignment of Lost Creek MUD's rights under the contract with the Project Engineer in the form attached as **Exhibit C** which authorizes the County to utilize the services of the Project Engineer to complete the Project if Lost Creek MUD fails to do so as provided in this Agreement, (B) execute the collateral assignment, and (C) deliver the collateral assignment to the County.
- (n) Designate a qualified employee of Lost Creek MUD or contract with either the Project Engineer or another person to serve as Lost Creek MUD's agent for providing Project Management Services (the "**Project Manager**");
- (o) Ensure that its contract with the Project Manager contains:
 - (1) an acknowledgement by the Project Manager that the Project is a public works project on public property, and
 - (2) a provision that the Project Manager will look solely to Lost Creek MUD for all sums coming due thereunder and that the County will have no obligation to the Project Manager, but will only be obligated to pay Lost Creek MUD in the time and manner required under this Agreement.
- (p) Replace the Project Manager if, in the County's opinion, the Project Manager is not satisfactorily performing any and all responsibilities related to the Project.
- (q) Within five business days after executing a contract with the Project Manager:
 - (1) provide a copy of the executed contract to the County, and

- (2) (A) obtain the Project Manager's written consent to a collateral assignment of Lost Creek MUD's rights under the contract with the Project Manager in the form attached as **Exhibit C** which authorizes the County to utilize the services of the Project Manager to complete the Project if Lost Creek MUD fails to do so as provided in this Agreement, (B) execute the collateral assignment, and (C) deliver the collateral assignment to the County.
- (r) Cause the Project to be completed in accordance with the terms and conditions set forth in this Agreement within four years after the Funding Date (as defined in Section 14 below) unless the County Executive agrees in writing to extend the completion date for the Project.

Section 7. Management Duties of Travis County.

Travis County hereby covenants and agrees to the following:

- (a) Timely review the submitted plans and specifications at the 50% and 90% design complete stages and review and approve the plans and specifications at the 100% design complete stage by providing any comments within 14 working days of submittal and work in good faith to resolve any outstanding issues. Failure to provide written comments within such 14 working day period shall be deemed approval by the County;
- (b) Timely review any applicable permit applications required by Travis County for the Project and work in good faith to resolve any outstanding issues;
- (c) Timely review any change order proposal for the Project and return the change order request to the Lost Creek MUD within seven working days of its receipt by Travis County's Project Manager with a written recommendation for its disposition. If the Parties disagree regarding the disposition of a change order request, they will refer the matter to the County Executive and the Lost Creek MUD General Manager in accordance with Section 3(d) or seek to resolve the disagreement through mediation as set forth in Section 20(k).
- (d) At the option and expense of Travis County, perform any additional independent inspection and testing of the Project. Any such additional testing will be scheduled to avoid delaying the construction of the Project to the maximum extent practical;

- (e) Report any deficiencies observed in the construction of the Project immediately to Lost Creek MUD's Project Manager with an additional written report within two working days;
- (f) Cooperate with Lost Creek MUD to obtain any applicable permits and environmental clearances for the Project;
- (g) Review and jointly approve the construction contractor's application for final payment within five working days after Lost Creek MUD delivers to the County a copy of the construction contractor's application for payment from Lost Creek MUD;
- (h) Upon satisfactory completion of construction and any applicable warranty or construction performance period, accept the Project and assume ownership and maintenance responsibilities for the Project.

Section 8. Bond and Guarantee.

Lost Creek MUD shall ensure that all construction contracts relating to the Project include a payment and performance bond acceptable to and in favor of and benefiting Lost Creek MUD and Travis County for the full amount of the contract and a warranty by the contractor executed in favor of and benefiting Lost Creek MUD and Travis County for a period of one year from the date of acceptance of the Project by Lost Creek MUD. Lost Creek MUD will ensure that the Parties will be named as co-obligees on the bonds.

Section 9. Insurance.

- (a) Lost Creek MUD agrees to cause the Project Engineer to obtain and maintain in force throughout the term of this Agreement insurance in accordance with the standard requirements of Travis County for such projects, and Lost Creek MUD will have Travis County named as an additional insured with respect to such coverage. The policy must contain a provision requiring the insurer to give at least 30 calendar days' prior written notice before any termination or expiration of such policy for any reason. Lost Creek MUD must cause its Project Engineer to provide the County with a written certificate of compliance with the foregoing requirements.
- (b) Lost Creek MUD agrees to require the Construction Contractor to provide workers compensation insurance, auto liability and general liability insurance in the standard amounts required by Travis County. Travis County and Lost Creek MUD will be included as additional insureds on the above-referenced general liability and

automobile liability insurance policies, and a waiver of subrogation will be provided on the general liability, auto liability and worker's compensation coverages. Each policy must contain a provision requiring the insurer to give at least 30 calendar days' prior written notice before any termination or expiration of such policy for any reason. Lost Creek MUD must cause its construction contractors to provide the County with written certificates of compliance with the foregoing requirements.

Section 10. Indemnification.

- (a) Liability. To the extent allowed by Texas law, Travis County and Lost Creek MUD agree that each entity is responsible for its own proportionate share of any liability for its negligent acts or omissions.
- (b) Claims Notification. If Lost Creek MUD or Travis County 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 Lost Creek MUD or Travis County in relation to this Agreement, the Party receiving such notice must give written notice to the other Party of the claim or other action within three working days after being notified of it or the threat of it; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action, or proceeding; the court or administrative tribunal, if any, where the claim, action, or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice must be given in the manner provided in Section 20 of this Agreement. Except as otherwise directed, the notifying Party must furnish to the other Party copies of all pertinent papers received by that Party with respect to these claims or actions.
- (c) Lost Creek MUD agrees to cause its contractor(s) installing the Project to agree under its Lost Creek MUD contract to indemnify Travis County and Lost Creek MUD against all claims, costs, losses and damages arising out of or resulting from the performance of the work under the Construction Contract, provided the claim, cost, loss or damage is:
 - (1) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting from it; and

- (2) caused in whole or part by any negligent act or omission of the Construction Contractor, any of Lost Creek MUD's contractor's subcontractor(s), supplier(s), or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of Travis County or Lost Creek MUD or whether liability is imposed upon Travis County or Lost Creek MUD by laws or regulations regardless of the negligence of any such entity.

Section 11. Financial Obligations.

- (a) "Eligible Project Costs" are those costs that are determined by the County to be reasonably necessary to survey, design, permit, investigate, and construct the Project as described in Exhibit A. Eligible Project Costs consist of Eligible Preconstruction Costs, Eligible Construction Costs, and Eligible Project Management Costs, as defined below.

- (1) Eligible Preconstruction Costs are those costs that are determined by the County to be reasonably necessary to survey, design, permit, investigate and construct the Project as described in **Exhibit A** and are incurred prior to award of a Construction Contract including, but not limited to, planning; engineering; estimating; preparing specifications; preparing schedules; soil investigations; site assessments; alternatives analyses; land surveying; coordination of utility location, relocation, or protection; obtaining environmental clearances and permits; regulatory agency reviews and approvals; and bidding and awarding. Right-of-Way acquisition costs incurred by the County shall qualify as Eligible Preconstruction Costs. Preliminary engineering work which is incorporated into the final design of the Project will be included as Eligible Preconstruction Costs.

- (2) Eligible Construction Costs are those costs that are determined by the County to be reasonably necessary to survey, design, permit, investigate and construct the Project as described in **Exhibit A** and are incurred after award of a Construction Contract, including but not limited to, inspection; testing; construction surveying; submittal reviews; change order and claim investigations and resolutions; and warranty period monitoring and reporting of deficiencies.

- (3) Eligible Project Management Costs are those costs that are determined by the County to be reasonably necessary to perform the Project Management Services and must not be more than 4% of Lost Creek MUD's actual costs incurred under the Construction Contract and approved by the County.
- (b) Notwithstanding any provision to the contrary, Lost Creek MUD and Travis County must each pay:
 - (1) fifty percent of all Eligible Preconstruction Costs,
 - (2) fifty percent of all Eligible Construction Costs, and
 - (3) fifty percent of all Eligible Project Management Costs
- (c) Lost Creek MUD will take responsibility for the design and construction of the Project. County will pay to Lost Creek MUD 50% of all Eligible Preconstruction Costs, 50% of all Eligible Construction Costs, and 50% of all Eligible Project Management Costs. Lost Creek MUD will bear responsibility for 100% of all Project costs that it incurs that are not Eligible Project Costs. Lost Creek MUD will submit invoices for Eligible Preconstruction Costs, Eligible Construction Costs, and Eligible Project Management Costs as provided in Section 11(d), and the County will reimburse Lost Creek MUD as provided in Section 11(f).
- (d) Upon Lost Creek MUD's receipt and approval of a payment application for the Project, it will submit an invoice to the County which details the sums paid by Lost Creek MUD and due to be reimbursed by the County, including:
 - (1) copies of all draw requests from contractors included in the invoice, a detailed summary of the work completed and an affidavit of bills paid and partial lien waiver;
 - (2) the cumulative amount of all draw requests to date;
 - (3) Lost Creek MUD's and the County's respective portions of the current draw requests in accordance with Section 11(b) and Section 11(c), and the calculations used to arrive at that allocation;
 - (4) the cumulative amounts paid by Lost Creek MUD and reimbursed by the County under this Agreement through the date of the accounting; and
 - (5) documentation evidencing Lost Creek MUD's payments, if any, to contractors during the previous month, an itemization of what was paid, and any other documentation required by the Travis County Auditor's Office.

- (e) **Prior Project Expenses.** The Parties acknowledge and agree that Lost Creek MUD has previously incurred those preliminary engineering and other costs and expenses related to the Project set forth in **Exhibit B** attached hereto (collectively, the "Preliminary Project Costs"). To the extent that the Preliminary Project Costs are determined by the County to be Eligible Preconstruction Costs and to the extent the County is authorized to do so, the County will reimburse Lost Creek MUD for Preliminary Project Costs in accordance with Section 11(c) and 11(f) if Lost Creek MUD submits invoices and documentation in accordance with Section 11(d).

- (f) **Reimbursement by County.**
 - (1) If the County determines that the services and work described in the invoice were rendered in compliance with this Agreement, the County will make payment to Lost Creek MUD within 30 days of receipt of each invoice.
 - (2) In the event changes or corrections are required to any invoice prior to payment, a request for additional information will be made by the County within 10 days of receipt of the invoice.
 - (3) Interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.
 - (4) Notwithstanding any provision to the contrary, the County's obligation to reimburse Lost Creek MUD as specified in this Section 11 is suspended until the County receives bond proceeds for the Project. When the County receives bond proceeds for the Project, the County will notify Lost Creek MUD, and Lost Creek MUD will submit an invoice for and the County will pay all suspended payments for Eligible Project Costs to the maximum extent of such bond proceeds.

- (g) **Total Costs:** The Parties mutually agree that the total net costs incurred by Lost Creek MUD (including 50 percent of the Preliminary Project Costs but excluding Eligible Project Costs reimbursed by the County) related to the Project will not exceed \$500,000. At such time as the total costs and expenses paid by Lost Creek MUD for the Project equal \$500,000, it must provide written notice thereof to Travis County. The Parties further agree that Travis County's maximum Project participation amount is \$500,000.

Section 12. Continued Maintenance.

Upon acceptance of the Project by Travis County, Travis County agrees to maintain the completed Project, and will provide periodic maintenance, repair, and reconstruction of the Project on an as-needed basis. Notwithstanding the foregoing, the Parties acknowledge that the City of Austin will be responsible for maintenance of the Project if it annexes Lost Creek MUD.

Section 13. County Completion of Project.

- (a) If Lost Creek MUD breaches its obligations under this Agreement, the County has the right, but not the obligation, to complete the construction of the Project either pursuant to the Construction Contract and the collateral assignments or otherwise. Before exercising this right, the County will send Lost Creek MUD written notice specifying the breach in Lost Creek MUD's performance and the actions required to cure the breach. If the Lost Creek MUD does not cure the breach within ten business days (or such time as the County determines for matters that may reasonably be required to cure the breach, provided Lost Creek MUD promptly begins and diligently pursues such cure thereafter (for matters that may not be cured within 10 days), the County may proceed with completion of the Project. If this Agreement is terminated by either Party before the Project is completed, the County has the right, but not the obligation, to complete the construction of the Project either pursuant to the Construction Contract and the collateral assignments or otherwise.
- (b) If the County elects to complete the Project, all plans, designs, rights-of-way, easements, real and personal property conveyed, produced, or installed within the public right-of-way prior to the take-over of the Project by the County will become the property of the County to the reasonable extent necessary to allow the County to complete and maintain the Project.
- (c) Lost Creek MUD hereby grants to the County a nonexclusive right and easement to enter the property of Lost Creek MUD to the reasonable extent necessary for construction of the Project under this Agreement in accordance with its terms and provisions and in accordance with the notice and cure periods contained in this Agreement.
- (d) Notwithstanding any provision in this Agreement to the contrary, if the County elects to complete the Project pursuant to the collateral assignments, the Parties agree that, with respect to the District's contracts with the Project Manager, the Project Engineer, and the Construction Contractor (collectively, the "Contracts"), the District will remain liable for its share of all costs, claims, liabilities, and expenses, including personal injury or property damage arising out

of the services that are the subject of the Contracts, incurred on or before the Assumption Date, as that term is defined in the collateral assignments.

Section 14. **FUNDING.** THE COUNTY CANNOT GUARANTEE THE AVAILABILITY OF FUNDS FOR THE PROJECT, AND ENTERS INTO THIS AGREEMENT ONLY TO THE EXTENT THAT SUFFICIENT BOND FUNDS ARE MADE AVAILABLE FOR THE PROJECT. THERE IS RISK INVOLVED WITH THIS AGREEMENT. THE COUNTY'S OBLIGATIONS UNDER THIS AGREEMENT ARE CONTINGENT UPON THE ACTUAL RECEIPT BY THE COUNTY OF SUFFICIENT BOND FUNDS (THE "FUNDING DATE"). IF SUFFICIENT BOND FUNDS ARE NOT AVAILABLE, THE COUNTY WILL NOTIFY LOST CREEK MUD IN WRITING WITHIN A REASONABLE TIME AFTER SUCH FACT IS DETERMINED. THE COUNTY WILL THEN TERMINATE THIS AGREEMENT AND WILL NOT BE LIABLE FOR THE FAILURE TO MAKE ANY PAYMENT TO LOST CREEK MUD UNDER THIS AGREEMENT. THE COUNTY AGREES TO PROVIDE WRITTEN NOTICE TO LOST CREEK MUD AS OF THE DATE OF RECEIPT OF SUFFICIENT BOND FUNDING, AND THE DISTRICT SHALL HAVE NO OBLIGATION TO PROVIDE ANY WORK OR SERVICES UNDER THIS AGREEMENT UNTIL RECEIPT OF SUCH NOTICE.

Section 15. Commencement and Term of Agreement.

This Agreement becomes effective on the date of full execution and will terminate upon the expiration of the construction warranty period or upon completion of all construction warranty repairs, whichever is later, unless terminated sooner under other provisions of this Agreement.

Section 16. Termination.

- (a) In addition to any other provisions of this Agreement that provide for termination, either Party may terminate this Agreement upon written notice to the other Party if, within one year after the Parties execute this Agreement:
 - (1) Lost Creek MUD has not awarded a contract for construction of the Project, or
 - (2) Travis County has not acquired the necessary right-of-way for the Project.
- (b) Termination by Lost Creek MUD. This Agreement may be terminated by Lost Creek MUD by delivering written notice of

termination to Travis County not later than 30 days before the effective date of termination.

- (c) Termination by County. Subject to providing at least 30 days' prior written notification to Lost Creek MUD or its successors in interest, this Agreement may be terminated by Travis County if:
 - (1) The Project or a portion of the Project constitutes a danger to the public which Travis County deems not to be remediable by alteration or maintenance of such Project; or
 - (2) Lost Creek MUD fails to substantially comply with the terms and conditions of this Agreement and fails to cure such default in accordance with the notice and cure provisions set forth herein.
- (d) Subject to the final accounting requirements set forth below in Section 17, if this Agreement is terminated before Lost Creek MUD or its successors in interest cause the Project to be completed and accepted and if the County chooses not to complete the Project, the County may reallocate any bond funding for the Project to other County projects.
- (e) Each Party shall remain responsible for payment of 50% of Eligible Project Costs incurred prior to and including either the date of termination or the Assumption Date, whichever date is sooner. Payment for such costs shall be rendered within 30 days after receipt of a written invoice for payment unless such costs are the subject of dispute between the Parties.
- (f) The following provisions shall survive the termination of this Agreement: Section 2(b)(3), Section 6(i), Section 10, Section 11(a), Section 11(b), Section 11(e), Section 13, Section 16(d), Section 16(e), Section 16(f), Section 17, Section 18, Section 19, and Section 20. In addition, the Collateral Assignments of Contract and Contract Rights shall survive the termination of this Agreement. The Parties agree that the survival of such provisions shall not obligate Lost Creek MUD to pay for any costs or expenses incurred or arising after the date of termination of this Agreement or the Assumption Date, whichever is earlier, and Lost Creek MUD shall not be responsible for payment of any such costs or expenses.

Section 17. Final Accounting

- (a) Within 30 days after the Project is complete or this Agreement is terminated, Lost Creek MUD shall render a final written accounting

of any and all costs to be paid or borne by, or credited or refunded to, any Party under this Agreement, taking into account any amount the County has previously paid as provided herein and subject to adjustment after resolution of any pending claims or contingent liabilities arising from the Project. Lost Creek MUD must send a copy of such accounting to the County. The County has the right to audit Lost Creek MUD's records and may request any such audit, or any adjustments or corrections, within 30 days of receipt of the accounting.

- (b) After Lost Creek MUD has sent any corrected or adjusted final accounting to the County, the County will pay any amount it owes no later than 30 days after receipt of such final accounting. Lost Creek MUD must refund any amounts due the County within 30 days after delivery of any adjusted final accounting.

Section 18. Binding Effect.

The terms and conditions of this Agreement will be binding on any successors and assigns in interest to Lost Creek MUD or Travis County.

Section 19. Assignment.

Lost Creek MUD may not assign, sublet, or transfer its interest in this Agreement without the written consent of Travis County. If such consent is granted, it will then be the duty of Lost Creek MUD, its successors and assigns, to give prompt written notice to Travis County of any assignment or transfer of any of Lost Creek MUD's rights in this Agreement, giving name, date, address, and contact person.

Section 20. Miscellaneous.

- (a) Force Majeure. In the event that the performance by Lost Creek MUD or Travis County of any of its obligations or undertakings hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be 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 person or persons not a party or privy hereto, then it will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

- (b) Notice. Any notice given hereunder by either party to the other will be in writing and may be effected by personal delivery in writing or by registered or certified mail, return receipt requested when mailed to the proper party, at the following addresses:

LOST CREEK MUD: Tom Clark (or successor)
General Manager
1305 Quaker Ridge Road
Austin, Texas 78746

TRAVIS COUNTY: Steven M. Manilla, P.E. (or successor)
County Executive, TNR
P. O. Box 1748
Austin, Texas 78767

WITH A COPY TO: David Escamilla (or successor)
Travis County Attorney
P. O. Box 1748
Austin, Texas 78767
File Number 291.132

- (c) Number and Gender Defined. As used in this Agreement, whenever the context so indicates, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.
- (d) Entire Agreement. This Agreement contains the complete and entire Agreement between the Parties respecting the matters addressed herein, and supersedes all prior negotiations, agreements, representations, and understanding, if any, between the parties respecting the construction of the Project. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by authorized representatives of the Parties. No official, representative, agent, or employee of Travis County, Texas has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court of Travis County, Texas. The recitals set forth above and the attached exhibits are incorporated herein.
- (e) Other Instruments. The Parties covenant and agree that they will execute other and further instruments and documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

- (f) Invalid Provision. Any clause, sentence, provision, paragraph, or article of this agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof is to be confined to the clause, sentence, provision, paragraph, or article so held to be invalid, illegal, or ineffective.
- (i) Current Funds. The party or parties paying for the performance of governmental functions or services must make payments therefor from current revenues available to the paying party.
- (j) Venue. TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.
- (k) Mediation. 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 are to remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality
- (l) Taxpayer Identification. The District must provide the COUNTY with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations and a statement of entity status in a form satisfactory to the County Auditor before any funds are payable under this Agreement.
- (m) Interpretation. In the event of any dispute over its meaning or application, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against either party.
- (n) Application of Law. This Agreement is governed by the laws of the State of Texas.

Each of the signatories to this Agreement represents and warrants that he is duly authorized to sign this in the capacity indicated.

LOST CREEK MUNICIPAL UTILITY DISTRICT

By: *Stephen Verpeck*
Name: STEPHEN VERPECK
Title: PRESIDENT

Date: _____

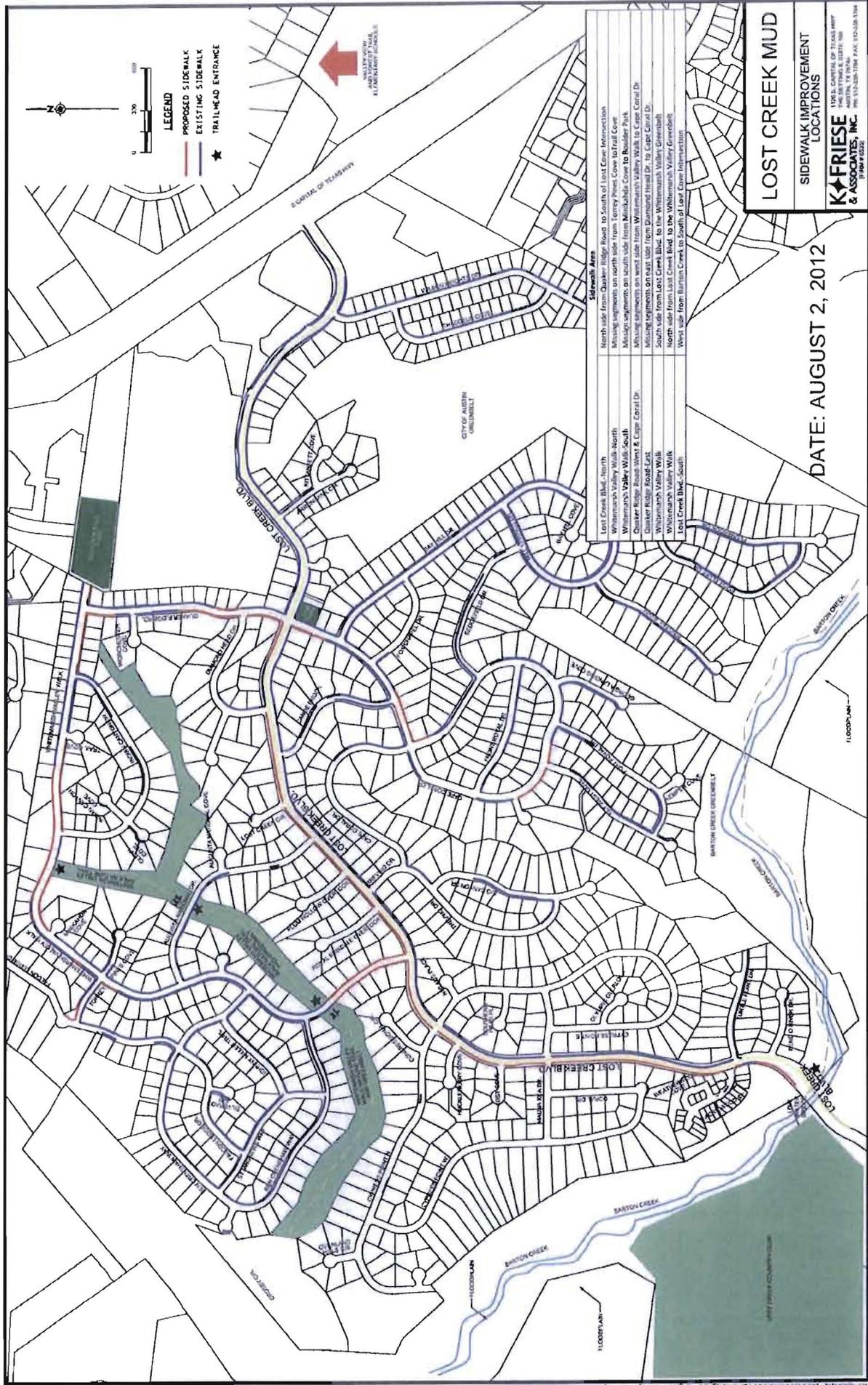
District Secretary

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe, County Judge

Date: _____

EXHIBIT 'A'



Sidewalk Area	
North side from Duker Ridge Road to South of Lost Creek Intersection	Missing segments on north side from Terry Point Cove to Trail Cove
Whitman's Valley Walk-North	Missing segments on south side from Minkahill Cove to Boulder Park
Whitman's Valley Walk-South	Missing segments on west side from Whitman's Valley Walk to Cape Coral Dr.
Duker Ridge Road West & Cape Coral Dr.	Missing segments on east side from Darnwood Head Dr. to Cape Coral Dr.
Whitman's Valley Walk East	South side from Lost Creek Blvd. to the Whitman's Valley Greenbelt
Whitman's Valley Walk	North side from Lost Creek Blvd. to the Whitman's Valley Greenbelt
Lost Creek Blvd.-South	West side from Barton Creek to South of Lost Creek Intersection

LOST CREEK MUD
 SIDEWALK IMPROVEMENT
 LOCATIONS

K*FRIESE
 & ASSOCIATES, INC.
PLANNERS

11000 PAPER MILL
 SUITE 100
 FORT WORTH, TEXAS 76133
 PHONE: 817.335.1100
 FAX: 817.335.1101

DATE: AUGUST 2, 2012

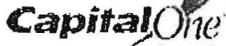
Project No. 1002 - Lost Creek Mud Sidewalk Improvements - 8/2/12 - 10:47 AM

EXHIBIT 'B'

Exhibit 'B'
INTERLOCAL COOPERATION AGREEMENT
BETWEEN LOST CREEK MUNICIPAL UTILITY DISTRICT AND TRAVIS
COUNTY FOR SIDEWALK IMPROVEMENTS

The County Agrees to reimburse Lost Creek for qualified project costs incurred prior to contract execution as follows:

<u>Date</u>	<u>Vendor</u>	<u>Amount</u>
6/17/2011	KFriese Engineering	\$2,575.88
8/26/2012	KFriese Engineering	1,706.97
10/21/2011	KFriese Engineering	1,085.53
11/23/2011	KFriese Engineering	339.56
12/16/2011	KFriese Engineering	1,104.13
1/27/2012	KFriese Engineering	713.71
03/23/2012	KFriese engineering	272.92
3/09/2012	KFriese Engineering	3,647.88
4/20/2012	KFriese engineering	954.87
5/18/2012	KFriese Engineering	454.70
6/15/2012	KFriese Engineering	5,588.78
7/3/2012	KFriese Engineering	<u>954.83</u>
	Total	\$19,599.76



Check Number: 2997
Date Posted: 6/30/2011

View Both Sides | Zoom In | Zoom Out | Print | Close Window

THE FACE OF THIS CHECK IS PRINTED GREEN. THE DISC CONTAINS A SIMULATED WATERMARK.

Last Creek MUD Open Edg Fund c/o Municipal Accounts & Collections, L.P. 8334 N. Capital of Texas Highway, Suite 150 Austin, Texas 78759 112-712-3400	Capital One Houston, TX 2997 06/17/2011	33-4861/1130
Pay to the Order of: K Friese & Associates, Inc.	<input type="text" value="7,637.26"/>	
In the Amount of: Seven Thousand Six Hundred Thirty-Seven Dollars and Twenty-Six Cents		
K Friese & Associates, Inc. 1120 S. Capital of Texas Hwy The Setting II, Suite 100 Austin, TX 78746		
Memo: Engineering Fees		

Void after six months

⑆ 2997⑆ 113024915⑆ ⑆ 3750694691⑆

Save time and money using Online Bill Payment
 Add this payee to Online Bill Payment using this simple form.
 Enter the payee information, then click Continue.

Payee Name:	<input type="text"/>
Payee Nickname:	<input type="text"/> (Optional)
Account Number:	<input type="text"/>
Confirm Account Number:	<input type="text"/>
<input type="checkbox"/> This payee does not have an account number	
<input type="button" value="Continue"/>	

$$\begin{array}{r}
 \$ 5151.77 \\
 \div 2 \\
 \hline
 \$ 2575.88
 \end{array}$$



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Settling II, Suite 100
 Austin, Texas 78746
 (512) 338-1704

June 08, 2011
 Project No: 0202
 Invoice No: 1105046

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

Project 0202 Lost Creek MUD Sidewalks
Professional Services from May 01, 2011 to May 31, 2011

Task 100 Phase 1

Professional Personnel

	Hours	Rate	Amount
Lina, Elizabeth	.50	61.75	30.88
Skidmore, Joseph	8.50	171.37	1,456.65
Wright, Katherine	47.50	78.97	3,656.08
Totals	56.50		5,143.61
Total Labor			5,143.61

Reimbursable Expenses

Mileage		8.16	
Total Reimbursables		8.16	8.16

Total this Task \$8,161.77

Total this Invoice \$5,151.77

Billings to Date	Current	Prior	Total
	5,151.77	0.00	5,151.77

TC

10350

RECEIVED JUN 14 2011



Check Number: 3127
Date Posted: 9/9/2011

View Both Sides | Zoom In | Zoom Out | Print | Close Window

THE FACE OF THIS CHECK IS PRINTED GREEN - THE BACK CONTAINS A SIMULATED WATERMARK

Loan Check MJD Operating Fund c/o Mancipal Associates & Consulting L.P. 8311 N. Capital of Texas Highway, Suite 150 Austin, Texas 78719 512-783-1800	Capital One Houston, TX 3127 08/26/2011
Pay to the Order of: K P Reese & Associates, Inc.	\$4,930.27
In the Amount of: Four Thousand Nine Hundred Thirty Dollars and Twenty-Seven Cents	
K P Reese & Associates, Inc. 1120 S. Capital of Texas Hwy The Settling II, Suite 100 Austin, TX 78746	
Money: <u>Engineering Fees</u>	

3127 01130249150 *3750694696*

Save time and money using Online Bill Payment
Add this payee to Online Bill Payment using this simple form.
Enter the payee information, then click Continue.

Payee Name:	
Payee Nickname:	(Optional)
Account Number:	
Confirm Account Number:	
<input type="checkbox"/> This payee does not have an account number	
<input type="button" value="Continue"/>	

\$1,706.97



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Settling II, Suite 100
 Austin, Texas 78746
 (612) 338-1704

RECEIVED AUG 15 2011

August 02, 2011
 Project No: 0202
 Invoice No: 1107005

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

Project 0202 Lost Creek MUD Sidewalks
Professional Services from July 01, 2011 to July 31, 2011

Task 100 Phase 1
 Professional Personnel

	Hours	Rate	Amount	
Afshar, Mohammad	4.50	80.28	361.17	
Wright, Katherine	7.50	78.97	577.28	
Totals	12.00		938.45	
Total Labor				938.45
Total this Task				\$938.45

Task 101 Phase 2
 Professional Personnel

	Hours	Rate	Amount	
McEvoy, Victoria	4.00	77.17	308.68	
Skidmore, Joseph	9.50	171.37	1,628.02	
Wright, Katherine	7.00	76.97	538.79	
Totals	20.50		2,475.49	
Total Labor				2,475.49
Total this Task				\$2,475.49

Total this Invoice \$3,413.94

Billings to Date	Current	Prior	Total
	3,413.94	6,161.77	8,565.71

1.2
 \$ 1,706.97

PAID
 8/26/11

16350



Check Number: 3252
Date Posted: 10/27/2011

View Both Sides | Zoom In | Zoom Out | Print | Close Window

THIS PAGE OF THIS CHECK IS PRINTED GREEN. THE BACK CONTAINS A REGULATED WATERMARK

Levi Creek MUD Operating Fund c/o Municipal Accounts & Clearing, L.P. 8334 N. Capital of Texas Highway, Suite 100 Austin, Texas 78749 512-785-2199	Capital One Houston, TX	\$5,987,119 3252 10/21/2011
---	----------------------------	--

Pay to the Order of: K Fiske & Associates, Inc. \$9,955.49

In the Amount of: Nine Thousand Nine Hundred Fifty-Five Dollars and Forty-Eight Cents

K Fiske & Associates, Inc.
1120 S. Capital of Texas Hwy
The Setting II, Suite 100
Austin, TX 78745

Money: Registered Payee

Tom Clark

VOID AFTER SIX MONTHS

⑈ 3 2 5 2 1 0 1 1 3 0 2 4 9 1 5 1 ⑈ ⑈ 3 7 5 0 6 9 4 6 9 1 ⑈

Save time and money using Online Bill Payment
Add this payee to Online Bill Payment using this simple form.
Enter the payee information, then click Continue.

Payee Name:	
Payee Nickname:	(Optional)
Account Number:	
Confirm Account Number:	
<input type="checkbox"/> This payee does not have an account number	
Continue	

\$ 1,085.53



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Settling II, Suite 100
 Austin, Texas 78746
 (512) 338-1704

October 06, 2011
 Project No: 0202
 Invoice No: 1109034

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

Project 0202 Lost Creek MUD Sidewalks
Professional Services from September 01, 2011 to September 30, 2011

Task 101 Phase 2
 Professional Personnel

	Hours	Rate	Amount
Afshar, Mohammad	1.50	80.26	120.39
McEvoy, Victoria	21.00	77.17	1,620.57
Skidmore, Joseph	2.50	171.37	428.43
Totals	25.00		2,169.39
Total Labor			2,169.39

Reimbursable Expenses		
Mileage	1.67	
Total Reimbursables	1.67	1.87

16136

Total this Task \$2,171.06

Total this Invoice \$2,171.06

Outstanding Invoices

Number	Date	Balance
1108035	9/8/2011	2,288.19
Total		2,288.19

2
~~1085.53~~
 X

Total Now Due \$4,459.25

Billings to Date	Current	Prior	Total
	2,171.06	10,853.90	13,024.96

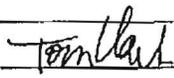
RECEIVED OCT 13 2011



Check Number: 3330
Date Posted: 12/5/2011

View Both Sides | Zoom In | Zoom Out | Print | Close Window

THE FACE OF THIS CHECK IS PRINTED GREEN - THE BACK CONTAINS A SIMULATED WATERMARK

Last Check # 010 Operating Fund c/o Municipal Accounts & Consulting, L.P. 634 N. Capital of Texas Highway, Suite 150 Austin, Texas 78719 512-782-2800	Capital One Houston, TX 3330 11/23/2011
Pay to the Order of <u>K. Fiske & Associates, Inc.</u>	<u>\$5,717.61</u>
In the Amount of <u>Five Thousand Seven Hundred Seventeen Dollars and Sixty-One Cents</u>	
K Fiske & Associates, Inc. 1120 S. Capital of Texas Hwy The Setting II, Suite 100 Austin, TX 78746	
Name: <u>Engineering Fees</u>	

Visit after six months

⑆ 3330 ⑆ ⑆ ⑆ 13024915⑆ ⑆ ⑆ ⑆ 750894891⑆

Save time and money using Online Bill Payment
 Add this payee to Online Bill Payment using this simple form.
 Enter the payee information, then click Continue.

Payee Name:	
Payee Nickname:	(Optional)
Account Number:	
Confirm Account Number:	
<input type="checkbox"/> This payee does not have an account number	
<input type="button" value="Continue"/>	

\$ 339.56



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Settling II, Suite 100
 Austin, Texas 78746
 (512) 338-1704

November 07, 2011
 Project No: 0202
 Invoice No: 1110030

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

Project 0202 Lost Creek MUD Sidewalks
Professional Services from October 01, 2011 to October 31, 2011

Task 101 Phase 2
 Professional Personnel

	Hours	Rate	Amount
Afshar, Mohammad	1.25	80.26	100.33
McEvoy, Victoria	7.50	77.17	578.78
Totals	8.75		679.11
Total Labor			679.11

Total this Task \$879.11

Total this Invoice \$679.11

100136

÷ 2

Billings to Date	Current	Prior	Total
	679.11	13,024.96	13,704.07

\$ 339.56

RECEIVED NOV 14 2011



Check Number: 3388
Date Posted: 1/3/2012

View Both Sides | Zoom In | Zoom Out | Print | Close Window

THE FACE OF THIS CHECK IS PRINTED GREEN - THE BACK CONTAINS A SIMULATED WATERMARK

Lost Creek MUD Operating Fund c/o Municipal Accounts & Consulting, L.P. 4334 N. Capital of Texas Highway, Suite 150 Austin, Texas 78719 512-782-2900	Capital One Houston, TX	35-2491/1130 3388 12/16/2011
Pay to the Order of	K. Finesse & Associates, Inc.	\$2,982.74
Write Amount of	Two Thousand Nine Hundred Eighty-Two Dollars and Seventy-Four Cents	
	K. Finesse & Associates, Inc. 1120 S. Capital of Texas Hwy The Setting II, Suite 100 Austin, TX 78746	<i>Tom Clark</i>
Memo	Engineering Fees	Valid after six months

⑆ 3388⑆ ⑆ 113024915⑆ ⑆ 3750694691⑆

Save time and money using Online Bill Payment
Add this payee to Online Bill Payment using this simple form.
Enter the payee information, then click Continue.

Payee Name:	
Payee Nickname:	(Optional)
Account Number:	
Confirm Account Number:	
<input type="checkbox"/> This payee does not have an account number	
Continue	

\$1,104.13



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Setting II, Suite 100
 Austin, Texas 78746
 (512) 338-1704

December 05, 2011
 Project No: 0202
 Invoice No: 1111034

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

16134

RECEIVED DEC 18 2011

Project 0202 Lost Creek MUD Sidewalks
Professional Services from November 01, 2011 to November 30, 2011

Task 100 Phase 1
 Professional Personnel

	Hours	Rate	Amount
Afshar, Mohammad	8.75	80.28	702.28
Duran, Michelle	4.50	49.38	222.21
Totals	13.25		924.49
Total Labor			924.49
Total this Task			\$924.49

Task 101 Phase 2
 Professional Personnel

	Hours	Rate	Amount
McEvoy, Victoria	.25	77.17	19.29
Skidmore, Joseph	3.50	171.37	599.80
Sullivan, Jennifer	5.50	120.85	664.68
Totals	9.25		1,283.77
Total Labor			1,283.77
Total this Task			\$1,283.77

Total this Invoice
 \$2,208.26
 = 2
 1,104.13

Billings to Date	Current	Prior	Total
	2,208.26	13,704.07	15,912.33

16640
 Tom Clark

PAID
 12/16/11



Check Number: 3459
Date Posted: 2/10/2012

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THE FACE OF THIS CHECK IS PRINTED GREEN - THE BACK CONTAINS A SIMULATED WATERMARK

Lost Creek MUD Operating Fund c/o Municipal Accounts & Clearing, L.P. 883411, Capital of Texas Highway, Suite 150 Austin, Texas 78719 512-762-2400	Capital One Houston, TX	33-201/110 3459 01/27/2012
Pay to the Order of: K Friese & Associates, Inc.		\$ 1,487.84
In the Amount of: One Thousand Four Hundred Eighty-Seven Dollars and Eighty-Four Cents		
K Friese & Associates, Inc. 1120 S. Capital of Texas Hwy The Setting II, Suite 100 Austin, TX 78746		
Money: Engineering Fees		

Void after 60 days

⑆ 31 59 ⑆ ⑆ 1 1 3 0 2 4 9 1 5 ⑆ ⑆ 3 7 5 0 6 9 4 6 9 1 ⑆

Save time and money using Online Bill Payment
Add this payee to Online Bill Payment using this simple form.
Enter the payee information, then click Continue.

Payee Name:	
Payee Nickname:	(Optional)
Account Number:	
Confirm Account Number:	
	<input type="checkbox"/> This payee does not have an account number
	<input type="button" value="Continue"/>

\$ 713.71



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Settling II, Suite 100
 Austin, Texas 78746
 (512) 338-1704

January 05, 2012
 Project No: 0202
 Invoice No: 1112038

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

Project 0202 Lost Creek MUD Sidewalks
Professional Services from December 01, 2011 to December 31, 2011

RECEIVED JAN 12 2012

Task 100 Phase 1
 Professional Personnel

	Hours	Rate	Amount
Afshar, Mohammad	9.75	80.28	782.54
Totals	9.75		782.54
Total Labor			782.54
Total this Task			\$782.54

Task 101 Phase 2
 Professional Personnel

	Hours	Rate	Amount
Skidmore, Joseph	2.00	171.37	342.74
Sullivan, Jennifer	2.50	120.85	302.13
Totals	4.50		644.87
Total Labor			644.87
Total this Task			\$644.87
Total this Invoice			\$1,427.41

16136

Billings to Date	Current	Prior	Total
	1,427.41	15,912.33	17,339.74
			\$713.71

PAID
 1/27/12



Check Number: 3615
Date Posted: 4/17/2012

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Lost Creek MUD Operating Fund c/o Municipal Accounts & Counseling, L.P. 334 N. Capital of Texas Highway, Suite 150 Austin, Texas 78750 512-782-2100	Capital One Houston, TX	\$5-2491/1130 3615 03/23/2012
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Pay to the Order of: K. Pfaese & Associates, Inc. \$545.64

In the Amount of: Five Hundred Forty-Five Dollars and Sixty-Four Cents

K. Pfaese & Associates, Inc.
1120 S. Capital of Texas Hwy
The Setting II, Suite 100
Austin, TX 78746

Memo: Engineering Fees - Skidwell

Valid after six months

⑆ 36 15 ⑆ ⑆ 130249 15⑆ ⑆ 375069469 1⑆

Save time and money using Online Bill Payment
Add this payee to Online Bill Payment using this simple form.
Enter the payee information, then click **Continue**.

Payee Name:	
Payee Nickname:	(Optional)
Account Number:	
Confirm Account Number:	
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Continue	

\$272.92



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Settling II, Suite 100
 Austin, Texas 78746
 (512) 338-1704

March 06, 2012
 Project No: 0202
 Invoice No: 1202038

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

Project 0202 Lost Creek MUD Sidewalks
Professional Services from February 01, 2012 to February 29, 2012

Task 101 Phase 2
 Professional Personnel

	Hours	Rate	Amount
Skidmore, Joseph	3.00	181.88	545.64
Totals	3.00		545.64
Total Labor			545.64

Total this Task \$545.64

Total this Invoice \$545.64

Outstanding Invoices

Number	Date	Balance
1201030	2/8/2012	7,295.76
Total		7,295.76

Total Now Due \$7,841.40

Billings to Date	Current	Prior	Total
	845.64	24,635.60	25,181.14

16136

PAID
 3/23/12



Check Number: 3592
Date Posted: 3/22/2012

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THE FACE OF THIS CHECK IS PRINTED GREEN • THE BACK CONTAINS A SIMULATED WATERMARK

1011 Street A100 Operating Food c/o Municipal Account & Consulting, L.P. 8034 N. Capital of Texas Highway, Suite 150 Austin, Texas 78759 512-783-3400	Capital One Houston, TX	3/22/12 3592 03/09/2012
Pay to the Order of	K Friese & Associates, Inc.	<input type="text" value="\$7,295.76"/>
In the Amount of	Seven Thousand Two Hundred Ninety-Five Dollars and Seventy-Six Cents	
K Friese & Associates, Inc. 1120 S. Capital of Texas Hwy The Springs II, Suite 100 Austin, TX 78746		
Memo: <u>Employment Fees - Sidewalks</u>	Void after six months	

⑆ 3592 ⑆ ⑆ 13024915 ⑆ ⑆ 3750694691 ⑆

Save time and money using Online Bill Payment
 Add this payee to Online Bill Payment using this simple form.
 Enter the payee information, then click Continue.

Payee Name:	<input type="text"/>
Payee Nickname:	<input type="text"/> (Optional)
Account Number:	<input type="text"/>
Confirm Account Number:	<input type="text"/>
<input type="checkbox"/> This payee does not have an account number	
<input type="button" value="Continue"/>	

\$ 3647.88



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Settling II, Suite 100
 Austin, Texas 78746
 (512) 338-1704

February 06, 2012
 Project No: 0202
 Invoice No: 1201030

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

Project 0202 Lost Creek MUD Sidewalks
Professional Services from January 01, 2012 to January 31, 2012

RECEIVED FEB 17 2012

Task 100 Phase 1
 Professional Personnel

	Hours	Rate	Amount
Afshar, Mohammad	6.76	82.67	475.35
Gilpin, Charlotte	1.00	115.53	115.53
Totals	6.76		590.88
Total Labor			590.88
Total this Task			\$590.88

Task 101 Phase 2
 Professional Personnel

	Hours	Rate	Amount
Gilpin, Charlotte	5.00	115.53	577.65
McEvoy, Victoria	8.00	81.04	648.32
Skidmore, Joseph	13.00	181.88	2,364.44
Sullivan, Jennifer	25.00	124.49	3,112.26
Totals	51.00		6,702.66
Total Labor			6,702.66

Reimbursable Expenses

Mileage			2.22
Total Reimbursables			2.22

Total this Task \$6,704.88

Total this Invoice \$7,295.76

Billings to Date	Current	Prior	Total
	7,295.76	17,339.74	24,635.50

PAID
 3/9/12

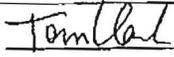
Tom Clark
 16130
 3647.88



Check Number: 3677
Date Posted: 5/17/2012

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Last Creek MUD Operating Fund c/o Municipal Accounts & Collections, L.P. 6344 N. Capital of Texas Highway, Suite 150 Austin, Texas 78759 512-782-2400	Capital One Houston, TX	5/26/11/12 3677 04/20/2012
Pay to the Order of: K Friesa & Associates, Inc.		\$1,509.74
In the Amount of: One Thousand Nine Hundred Nine Dollars and Seventy-Four Cents		
K Friesa & Associates, Inc. 1120 S. Capital of Texas Hwy The Setting II, Suite 100 Austin, TX 78746		
Memo: Engineering Fees - Sidewalks		Yield after six months

⑆ 3677 ⑆ ⑆ 113024915⑆ ⑆ 3750894691⑆

Save time and money using Online Bill Payment
Add this payee to Online Bill Payment using this simple form.
Enter the payee information, then click Continue.

Payee Name:	
Payee Nickname:	(Optional)
Account Number:	
Confirm Account Number:	
<input type="checkbox"/> This payee does not have an account number	
<input type="button" value="Continue"/>	

\$ 954.87



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Settling II, Suite 100
 Austin, Texas 78746
 (512) 338-1704

April 08, 2012
 Project No: 0202
 Invoice No: 1203033

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

Project 0202 Lost Creek MUD Sidewalks
Professional Services from March 01, 2012 to March 31, 2012

Task 101 Phase 2
 Professional Personnel

	Hours	Rate	Amount
Skidmore, Joseph	10.50	181.88	1,909.74
Totals	10.50		1,909.74
Total Labor			1,909.74
Total this Task			\$1,909.74

Total this Invoice \$1,909.74

Outstanding Invoices

Number	Date	Balance
1202038	3/6/2012	545.64
Total		545.64

Total Now Due ~~\$2,455.38~~

Handwritten: 954.87

	Current	Prior	Total
Billings to Date	1,909.74	26,181.14	27,090.88

Handwritten: 16136

RECEIVED APR 12 2012

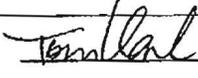
Handwritten: PAID 4/12/12



Check Number: 3728
Date Posted: 6/11/2012

View Both Sides | Zoom In | Zoom Out | Print | Close Window

THE FACE OF THIS CHECK IS PRINTED GREEN - THE BACK CONTAINS A SIMULATED WATERMARK

City Creek MUD Operating Fund c/o Municipal Accounts & Counseling, L.P. 8834 N. Capital of Texas Highway, Suite 150 Austin, Texas 78759 512-732-2400	Capital One Houston, TX 3728 05/18/2012
Pay to the Order of: K Fiese & Associates, Inc.	<input type="text" value="\$909.43"/>
Pay Amount of: Nine Hundred Nine Dollars and Forty Cents	
Memo: Engineering Fees - Sidewalks	<input type="checkbox"/> Void after six months

⑆3728⑆ ⑆113024915⑆ ⑆3750694691⑆

Save time and money using Online Bill Payment
 Add this payee to Online Bill Payment using this simple form.
 Enter the payee information, then click **Continue**.

Payee Name:	
Payee Nickname:	(Optional)
Account Number:	
Confirm Account Number:	
<input type="checkbox"/> This payee does not have an account number	
<input type="button" value="Continue"/>	

454.70



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Settling II, Suite 100
 Austin, Texas 78746
 (512) 338-1704

PAID
 5/18/12

May 04, 2012
 Project No: 0202
 Invoice No: 1204022

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

Project 0202 Lost Creek MUD Sidewalks
Professional Services from April 01, 2012 to April 30, 2012

Task 101 Phase 2
 Professional Personnel

	Hours	Rate	Amount
Skidmore, Joseph	5.00	181.88	909.40
Totals	5.00		909.40
Total Labor			909.40
Total this Task			\$909.40
Total this Invoice			\$909.40

16136

Outstanding Invoices

Number	Date	Balance
1203033	4/6/2012	1,909.74
Total		1,909.74

22
~~454.70~~

Total Now Due \$2,819.14

Billings to Date	Current	Prior	Total
	909.40	27,090.88	28,000.28

RECEIVED MAY 14 2012



Check Number: 3794
Date Posted: 6/25/2012

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THE FACE OF THIS CHECK IS PRINTED GREEN - THE BACK CONTAINS A SIMULATED WATERMARK

Last Check M/D Operating Fund c/o Municipal Accounts & Cash Serv. L.P. 4834 N. Capital of Texas Highway, Suite 150 Austin, Texas 78719 512-783-2432	Capital One Houston, TX 3794 06/15/2012
Pay to the Order of: K Fries & Associates, Inc.	<input type="text" value="\$11,177.56"/>
In the Amount of: Eleven Thousand One Hundred Seventy-Seven Dollars and Fifty-Six Cents	<i>Tom Clark</i>
K Fries & Associates, Inc. 1120 S. Capital of Texas Hwy The Sebring II, Suite 100 Austin, TX 78745	<input type="text"/> <input type="text"/> <input type="text"/>
Memo: Engineering Fees - Sidewalks	Void after six months

⑆ 3794⑆ ⑆ 113024915⑆ ⑆ 3750694691⑆

Save time and money using Online Bill Payment
 Add this payee to Online Bill Payment using this simple form.
 Enter the payee information, then click Continue.

Payee Name:	<input type="text"/>
Payee Nickname:	<input type="text"/> (Optional)
Account Number:	<input type="text"/>
Confirm Account Number:	<input type="text"/>
	<input type="checkbox"/> This payee does not have an account number
	<input type="button" value="Continue"/>

\$ 3588.70
/



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Setting II, Suite 100
 Austin, Texas 78746
 (512) 338-1704

June 04, 2012
 Project No: 0202
 Invoice No: 1205028

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

RECEIVED JUN 08 2012

Project 0202 Lost Creek MUD Sidewalks
Professional Services from May 01, 2012 to May 31, 2012

Task	100	Phase 1	Hours	Rate	Amount
Professional Personnel					
Alexander, Tara			66.50	127.31	8,466.12
Kaylor, Robert			8.50	75.66	643.11
Totals			75.00		9,109.23
Total Labor					9,109.23
Total this Task					\$9,109.23

Task	101	Phase 2	Hours	Rate	Amount
Professional Personnel					
Kaylor, Robert			4.50	75.66	340.47
Skidmore, Joseph			9.50	181.88	1,727.86
Totals			14.00		2,068.33
Total Labor					2,068.33
Total this Task					\$2,068.33

Total this Invoice \$11,177.56

Outstanding Invoices

Number	Date	Balance
1204022	5/4/2012	909.40
Total		909.40

Total Now Due

2
 \$5,588.78
~~\$12,086.96~~

Billings to Date	Current	Prior	Total
	11,177.56	28,000.28	39,177.84



K Friese & Associates, Inc.
 1120 South Capital of Texas Highway
 The Settling II, Suite 100
 Austin, Texas 78746
 (512) 338-1704

July 03, 2012
 Project No: 0202
 Invoice No: 1206017

Tom Clark
 Lost Creek Municipal Utility District
 1305 Quaker Ridge Road
 Austin, TX 78746

Project 0202 Lost Creek MUD Sidewalks
Professional Services from June 01, 2012 to June 30, 2012

Task 100 Phase 1
 Professional Personnel

	Hours	Rate	Amount	
Alexander, Tara	15.00	127.31	1,909.65	
Totals	15.00		1,909.65	
Total Labor				1,909.65
		Total this Task		\$1,909.65
		Total this Invoice		\$1,909.65

Billings to Date	Current	Prior	Total
	1,909.65	39,177.84	41,087.49

2
954.83

EXHIBIT 'C'

**EXHIBIT C
COLLATERAL ASSIGNMENT**

COLLATERAL ASSIGNMENT OF CONTRACT AND CONTRACT RIGHTS

DATE: 8/30, 2012

ASSIGNOR: Lost Creek Municipal Utility District

ASSIGNOR'S ADDRESS: 1305 Quaker Ridge Road, Austin, Texas 78746

BENEFICIARY: Travis County, Texas

BENEFICIARY'S ADDRESS: P.O. Box 1748, Austin, Texas 78767

PARTICIPATION AGREEMENT: The Interlocal Cooperation Agreement between Assignor and Beneficiary dated 8/30, 2012

CONTRACT: One or more of the following described contracts (collectively, the "Contracts"):

- (a) The Construction Contract between _____ and Assignor dated as of _____, 20__, a copy of which is attached hereto as Exhibit "A";
- (b) The Engineering Contract between _____ and Assignor dated as of _____, 20__, a copy of which is attached as Exhibit "B"; and
- (c) The Project Construction Management Contract between _____ and Assignor dated as of _____, 20__, a copy of which is attached as Exhibit "C".

1. **Agreement.** To the extent authorized by law and subject to the terms and conditions of this Collateral Assignment of Contract and Contract Rights (this "Assignment"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor hereby grants, assigns, transfers, and conveys to Beneficiary the Contracts, and all powers, benefits, right, title, and interest accruing and to accrue to Assignor and to which Assignor is or may hereafter become entitled to by virtue of the Contracts.

2. **Secured Obligations.** This assignment is made to Beneficiary to secure the performance by Assignor of all of Assignor's duties and obligations under the Participation Agreement.

3. **License.** Assignor hereby grants to Beneficiary a limited license (the "License") to exercise and enjoy all of Assignor's rights and benefits under the Contracts. Upon the occurrence of an Event of Default (as defined below), Beneficiary will have the complete right,

power and authority hereunder, then or thereafter, to terminate this License, in its own name or in the name of Assignor, and to exercise, assume, and enjoy all of Assignor's rights, title, interest, and benefits under the Contracts.

4. **Assumption Date**. Upon the occurrence of an Event of Default, as defined below, Beneficiary may, at its option, given written notice to Assignor and assume Assignor's rights, duties and obligations under the Contracts, subject to the terms and conditions of this Assignment, as of the date of such notice (the "Assumption Date").

(a) After the Assumption Date, all of Assignor's rights and benefits under the Contracts will terminate without notice of any kind to Assignor, and Beneficiary will succeed to all of Assignor's rights, benefits, duties and obligations under the Contracts EXCEPT THAT ASSIGNOR SHALL REMAIN RESPONSIBLE FOR ALL COSTS, CLAIMS, LIABILITIES, AND EXPENSES THAT AROSE ON OR BEFORE THE ASSUMPTION DATE.

(b) The other parties to the Contracts will recognize and attorn to Beneficiary as if Beneficiary had originally been a party to such Contracts. In the event of a conflict between the terms of the Contracts and the terms of the Participation Agreement, the terms of the Participation Agreement will control.

5. **Assignor's Representations and Warranties and Related Covenants**. Assignor represents and warrants to Beneficiary as follows:

(a) Assignor's execution, delivery and performance of this Assignment does not require the consent or approval of any governmental body other than the Lost Creek Municipal Utility District and are not in contravention of, or in conflict with, any law or regulation or any term or provision of the Contracts. This Assignment is a valid, binding and legally enforceable obligation of Assignor in accordance with its terms, except to the extent, if any, that enforceability may be affected or limited by creditors' rights, legislation and court decisions of general application.

(b) The execution and delivery of this Assignment is not, and the performance of this Assignment will not be, in contravention of, or in conflict with, any agreement, indenture or undertaking to which Assignor is a party or by which Assignor or any of its property is or may be bound or

affected, and do not and will not cause any security interest, lien or other encumbrance to be created or imposed or accelerated upon or in connection with any such property.

- (c) To the Assignor's current actual knowledge, there is no litigation or other proceeding pending against or affecting Assignor or its properties which, if determined adversely to Assignor, would have a materially adverse effect on Assignor's financial condition, properties or operations. Assignor is not in default in any materially adverse manner with respect to any law, restriction, order, writ, injunction, decree or demand of any court or other governmental or regulatory authority or with respect to any agreement, indenture or undertaking to which it or any of its property is bound or affected.
- (d) Except for this Assignment (which Assignor has authority to grant): Assignor has not previously assigned, transferred, conveyed, sold, pledged or hypothecated any of the Contracts.

6. **Assignor's Agreements.** Assignor agrees as follows:

- (a) To perform all of its obligations under the Participation Agreement.
- (b) To perform or cause to be performed each and every obligation and duty imposed upon Assignor by the Contracts and to not do any act or not omit to do any act which would constitute a breach of, default under or noncompliance with the Contracts.
- (c) Not to execute any amendment or modification of the Contracts or otherwise change or alter any of the terms and provisions of the Contracts without Beneficiary's prior written consent.
- (d) To promptly notify Beneficiary of the occurrence of any event which constitutes a breach of, default under, or noncompliance with, or which with the passage of time, notice, or both, will constitute a breach of, default under, or noncompliance with any of the terms and provisions of the Contracts.
- (e) To send, with reasonable promptness, to Beneficiary copies of any and all notices of default, breach or material alteration

sent or received by Assignor under the Contracts or in connection with Assignor's interest in the Contracts.

7. **Events of Default.** Any one or more of the following events or conditions constitutes an "Event of Default" for purposes of this Assignment:

- (a) Any event of default which occurs under the Participation Agreement which is not cured within any applicable grace or notice and opportunity to cure period;
- (b) Material breach of, noncompliance with, or default under any of the terms and provisions of the Contracts which is not cured within any applicable grace or notice and opportunity to cure period.

8. **Beneficiary's Rights and Remedies.**

- (a) To the extent authorized by law and subject to the terms and conditions set forth herein, Assignor hereby irrevocably appoints Beneficiary as Assignor's true and lawful agent and attorney-in-fact, with full power of substitution, in Beneficiary's own name or in the name of Assignor, for Beneficiary's sole use and benefit, but at Assignor's cost and expense, to exercise, upon the occurrence of an Event of Default, all or any of the following powers and rights with respect to the Contracts (without any obligation on the part of Beneficiary to exercise any of the following powers and rights): (1) to demand, receive, collect, sue and give acquittance for, settle, compromise, compound, prosecute or defend any action or proceeding with respect to the Contracts; (2) to exercise, enforce, enjoy, carry out, receive, and/or perform any and all rights, powers, duties, benefits, obligations and remedies of Assignor with respect to and arising under the Contracts, provided, however, Beneficiary's exercise of or Beneficiary's failure to exercise any such authority will in no manner affect Assignor's liability hereunder or under the Participation Agreement, and provided, further, that Beneficiary will be under no obligation or duty to exercise any of the powers hereby conferred upon it and will be without liability for any act or failure to act in connection with the preservation of any rights under, any of the Contracts. . To the extent authorized by law, the agency and authority hereby granted and created is an agency coupled with an interest.
- (b) Upon the occurrence of an Event of Default and at any time thereafter, Beneficiary will have the rights and remedies

provided by law. After the Assumption Date, Assignor shall be without further duty, obligation, or liability of any kind with respect to the Contracts, including any costs arising thereunder except that Assignor shall remain liable for those obligations, liabilities, and costs incurred on or before the Assumption Date. After the Assumption Date, Beneficiary shall assume sole and absolute responsibility for performance of Assignor's obligations under the Contracts, and Assignor shall have no duty, liability or responsibility for any costs, claims, or expenses arising out of or related to the Contracts, including payment to any other parties to the Contracts, except for those costs, claims, and expenses incurred on or before the Assumption Date, or for personal injury or property damage arising out of the services that are the subject of the Contracts, except for personal injury or property damage arising out of services that were rendered on or before the Assumption Date.

- (c) All recitals in any instrument of assignment or any other instrument executed by Beneficiary incident to the Contracts or any part thereof will be full proof of the matters stated therein and no other proof will be requisite to establish full legal propriety of the action taken by Beneficiary or of any fact, condition or thing incident thereto, and all prerequisites of such action will be presumed conclusively to have been performed or to have occurred.
- (d) Assignor waives demand, notice, protest, and all demands and notices of any action taken by Beneficiary under this Assignment. The provisions of this section shall survive termination of the Contracts and Participation Agreement.

9. **General.** Assignor and Beneficiary agree as follows:

- (a) Upon the full performance of Assignor's obligations under the Participation Agreement, this Assignment and the interests created hereby will automatically terminate. Upon termination of this Assignment, Beneficiary will, at Assignor's sole cost and expense, execute and deliver to Assignor such documents as Assignor may reasonably request to evidence such termination.
- (b) Beneficiary is not, by entering into this Assignment or accepting the assignment of and security interest in the Contracts, assuming or agreeing to assume any obligation or liabilities on the part of Assignor under the Contracts.

- (c) Beneficiary's remedies hereunder are cumulative, and the exercise of any one or more of the remedies provided for herein will not be construed as a waiver of any of Beneficiary's other remedies.
- (d) Notice mailed to Assignor's address as reflected above, or to Assignor's most recent changed address on file with Beneficiary, at least ten (10) days prior to the related action, will be deemed reasonable.
- (e) THIS ASSIGNMENT HAS BEEN MADE IN, AND THE INTEREST GRANTED HEREBY IS GRANTED IN, AND BOTH WILL BE GOVERNED BY, THE LAWS OF THE STATE OF TEXAS IN ALL RESPECTS, INCLUDING WITHOUT LIMITATION MATTERS OF CONSTRUCTION, VALIDITY, ENFORCEMENT, AND PERFORMANCE. This Assignment may not be modified, altered or amended except in writing duly signed by an authorized representative of Beneficiary and by Assignor. If any provision of this Assignment is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted statute, rule or regulation, or by order of or judgment of a court, any and all other terms and provisions of this Assignment will remain in full force and effect as stated and set forth herein.
- (f) All notices, demands, requests and other communications required or permitted hereunder will be in writing and may be personally served or sent by mail, and if given by personal service, it will be deemed to have been given upon receipt, and if sent by mail, it will be deemed to have been given upon its deposit in the mail, postage prepaid, registered or certified, return receipt requested, addressed to Assignor or Beneficiary, as the case may be. The addresses of the parties to this Assignment are set forth on page 1 of this Assignment. Any of the parties to this Assignment will have the right to change their respective addresses by designating a new address in a written notice to the other parties as herein required.
- (g) This Assignment may be executed in multiple original counterparts.
- (h) In the event of a conflict between the terms of this Assignment and the Participation Agreement, the Participation Agreement shall control.

In Witness Whereof, the Beneficiary and the Assignor have executed this Assignment effective as of the later date of signing as indicated below.

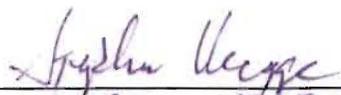
BENEFICIARY:

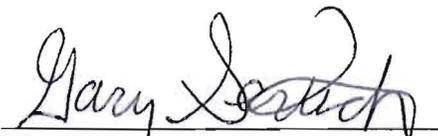
TRAVIS COUNTY, TEXAS

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

ASSIGNOR:

LOST CREEK MUNICIPAL UTILITY DISTRICT

By: 
Name: STEPHEN VERGE
Title: PRESIDENT


District Secretary

BY ITS SIGNATURE BELOW, THE UNDERSIGNED SIGNIFIES ITS CONSENT TO AND APPROVAL OF THIS ASSIGNMENT FROM THE LOST CREEK MUNICIPAL UTILITY DISTRICT TO TRAVIS COUNTY:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 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: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Receive Update Regarding the Rapid Anticonvulsant Medication Prior to Arrival Trial (RAMPART) Study -- a Comparison of Two FDA Approved Treatments for Seizures.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

In October 2008, Dr. TJ Milling presented the Rapid Anticonvulsant Medication Prior to Arrival Trial (RAMPART) to the Travis County Commissioners Court as part of the community consultation process and the Court passed a resolution in support of the study. RAMPART was a national study of pre-hospital seizure treatments conducted here in Austin. Enrollment ended in January 2011 and the results were published in New England Journal of Medicine earlier this year. The study found that delivering the anti-seizure medication midazolam by an auto-injector is faster and a more effective way to stop prolonged seizures than using the current standard of care.

STAFF RECOMMENDATIONS:

None.

ISSUES AND OPPORTUNITIES:

University Medical Center Brackenridge (UMCB) operates a Level I Trauma Center and conducts studies in partnership with the National Institute for Neurological Disorders and Stroke and the Neurological Emergencies Treatment Trials (NETT) Network. In order to maintain such status, UMCB participates in medical research initiatives. Efforts like this add to a base of

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

collective knowledge and lead to improvements in emergency care for severe injuries and illnesses of the brain, spinal cord, and nervous system.

FISCAL IMPACT AND SOURCE OF FUNDING:

This does not affect the County's current budget.

REQUIRED AUTHORIZATIONS:

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



FOR IMMEDIATE RELEASE

February 15, 2011

CONTACT: Brian Sparks
(512) 610-0319 • news@eddocs.com

RAMPART Seizure Trial Published in New England Journal of Medicine

Austin-Based HPCR, Austin-Travis County EMS Managed Study in Collaboration with Seton, St. David's

AUSTIN, TX — A national study of pre-hospital seizure treatments, managed locally by Hospital Physicians in Clinical Research, PLLC (HPCR), will be published in the Feb. 16 issue of the prestigious *New England Journal of Medicine*, marking a milestone for biomedical research in Central Texas.

The Rapid Anticonvulsant Medication Prior to Arrival Trial (RAMPART) studied two benzodiazepine treatments for prolonged, active seizures (status epilepticus) in the pre-hospital ambulance setting. Subjects were randomized during treatment in the field by Austin-Travis County EMS paramedics and transported to either Seton or St. David's emergency departments.

Austin-based HPCR managed the trial as one of the sites in the Neurological Emergencies Treatment Trials (NETT) network. HPCR was responsible for data collection, regulatory compliance, training and education, logistics and ethical oversight for the Austin spoke of the trial, which enrolled about 10 percent of the 893 patients participating in the study.

HPCR is a wholly-owned subsidiary of Emergency Service Partners, L.P., whose physicians directed the Austin portion of the trial. Dr. T.J. Milling, Director of Medical Research for HPCR, is a leading member of the study group that published the manuscript.

The research concluded that delivering the anti-seizure medication midazolam by an autoinjector is faster and may be a more effective way to stop prolonged seizures than using lorazepam, the current standard of care, which must be administered intravenously. Patients treated with midazolam were more likely to be seizure-free upon arrival at the hospital and were less likely to require hospitalization than those receiving IV lorazepam.

“This was an important study that will greatly improve care for patients with seizures,” Milling said. “But more importantly, it really showcased what Austin is capable of in biomedical research.”

HPCR was founded in 2009 in part to allow Emergency Service Partners' more than 300 Texas physicians the opportunity to participate in academic research. The organization is also expected to play a major role in a future emergency medicine residency program in Austin.

Austin state Sen. Kirk Watson and other area leaders have recently expressed increased interest in developing a medical school and a new teaching hospital in Austin. Research conducted by HPCR, coupled with the recent growth of biotechnology firms in the area, indicates that Central Texas is poised to become a major player in the health care industry.

“Austin clearly is hungry for biomedical research and all that it means in terms of better care, prestige, economic stimulus and job growth,” Milling said.

The study was the first in Austin to be conducted under exception from informed consent for emergency research, a federal regulation to protect patients who are involved in research when consent is not possible. Since patients experiencing seizures fall into this category, community consultations and public disclosures were arranged in advance to raise awareness, ensure transparency and obtain input from local residents.

“The support we received from our world-class EMS system, the Austin City Council, the Travis County Commissioners Court, and many other corners was amazing,” Milling said. “Clinical research and academic medicine really is Austin’s next big thing.”

Ben King, HPCR Project Manager, agreed that community support was an exciting and vital part of the project.

“For HPCR being such a young company, building positive ties with the community in such a wide range of areas was an incredible experience, underscored by the willingness of the Seton and St. David’s network partners to work together with us on this important study,” King said.

Austin-Travis County EMS Medical Director Dr. Paul Hinchey said his organization was pleased to collaborate with local hospitals on the study.

“Our active participation in this study allowed our EMS providers to contribute to the body of science associated with pre-hospital medicine,” Hinchey said. “Most importantly, this type of clinical research allows us to use an evidence-based approach to define effective treatments for patients with potentially life-threatening conditions.”

The RAMPART trial was sponsored by the National Institute of Neurological Disorders and Stroke (NINDS), part of the National Institutes of Health.

About Hospital Physicians in Clinical Research

Hospital Physicians in Clinical Research is the research arm of a large multi-specialty physician group with a focus on emergency and critical care. Staffed with experienced physician investigators, coordinators and technicians, HPCR is poised to manage and participate in virtually any investigator-initiated, grant-funded, and industry-funded study in the emergency department, ICU or clinic setting. HPCR provides a single contact point to access more than 300 potential principal investigators boarded in multiple specialties throughout Texas. HPCR works closely with the Seton Healthcare Family (based in Austin, TX) and the St. Joseph Health System (based in Bryan, TX). For more information, please visit <http://www.researchhpcr.com>.

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Intramuscular versus Intravenous Therapy for Prehospital Status Epilepticus

Robert Silbergleit, M.D., Valerie Durkalski, Ph.D., Daniel Lowenstein, M.D., Robin Conwit, M.D., Arthur Pancioli, M.D., Yuko Palesch, Ph.D., and William Barsan, M.D., for the NETT Investigators*

ABSTRACT

BACKGROUND

Early termination of prolonged seizures with intravenous administration of benzodiazepines improves outcomes. For faster and more reliable administration, paramedics increasingly use an intramuscular route.

METHODS

This double-blind, randomized, noninferiority trial compared the efficacy of intramuscular midazolam with that of intravenous lorazepam for children and adults in status epilepticus treated by paramedics. Subjects whose convulsions had persisted for more than 5 minutes and who were still convulsing after paramedics arrived were given the study medication by either intramuscular autoinjector or intravenous infusion. The primary outcome was absence of seizures at the time of arrival in the emergency department without the need for rescue therapy. Secondary outcomes included endotracheal intubation, recurrent seizures, and timing of treatment relative to the cessation of convulsive seizures. This trial tested the hypothesis that intramuscular midazolam was noninferior to intravenous lorazepam by a margin of 10 percentage points.

RESULTS

At the time of arrival in the emergency department, seizures were absent without rescue therapy in 329 of 448 subjects (73.4%) in the intramuscular-midazolam group and in 282 of 445 (63.4%) in the intravenous-lorazepam group (absolute difference, 10 percentage points; 95% confidence interval, 4.0 to 16.1; $P < 0.001$ for both noninferiority and superiority). The two treatment groups were similar with respect to need for endotracheal intubation (14.1% of subjects with intramuscular midazolam and 14.4% with intravenous lorazepam) and recurrence of seizures (11.4% and 10.6%, respectively). Among subjects whose seizures ceased before arrival in the emergency department, the median times to active treatment were 1.2 minutes in the intramuscular-midazolam group and 4.8 minutes in the intravenous-lorazepam group, with corresponding median times from active treatment to cessation of convulsions of 3.3 minutes and 1.6 minutes. Adverse-event rates were similar in the two groups.

CONCLUSIONS

For subjects in status epilepticus, intramuscular midazolam is at least as safe and effective as intravenous lorazepam for prehospital seizure cessation. (Funded by the National Institute of Neurological Disorders and Stroke and others; ClinicalTrials.gov number, NCT00809146.)

From the Department of Emergency Medicine, University of Michigan, Ann Arbor (R.S., W.B.); the Department of Medicine, Division of Biostatistics and Epidemiology, Medical University of South Carolina, Charleston (V.D., Y.P.); the Department of Neurology, University of California, San Francisco, San Francisco (D.L.); the National Institute of Neurological Disorders and Stroke, National Institutes of Health, Bethesda, MD (R.C.); and the Department of Emergency Medicine, University of Cincinnati, Cincinnati (A.P.). Address reprint requests to Dr. Silbergleit at the Department of Emergency Medicine, Suite 3100, 24 Frank Lloyd Wright Dr., Ann Arbor, MI 48105, or at robert.silbergleit@umich.edu.

*The Neurological Emergencies Treatment Trials (NETT) investigators are listed in the Supplementary Appendix, available at NEJM.org.

N Engl J Med 2012;366:591-600.

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EARLY TERMINATION OF PROLONGED EPILEPTIC seizures in response to intravenous administration of benzodiazepines by paramedics in the prehospital setting is associated with better patient outcomes. The randomized, controlled Prehospital Treatment of Status Epilepticus (PHTSE) trial (ClinicalTrials.gov number, NCT00004297) compared diazepam, lorazepam, and placebo given intravenously by paramedics to treat subjects with prolonged convulsive seizures.¹ The trial showed that both these benzodiazepines were an effective prehospital treatment for seizures, as compared with placebo. The proportion of subjects whose seizures were terminated at the time of arrival in the emergency department was 59.1% in the group receiving intravenous lorazepam, 42.6% in the group receiving intravenous diazepam, and 21.1% in the group receiving intravenous placebo.

Many emergency medical services (EMS) systems, however, have begun to use intramuscular midazolam rather than an intravenous agent, largely because intramuscular administration is faster and is consistently achievable.² This practice has become increasingly common despite the lack of clinical-trial data regarding the efficacy and safety of intramuscular midazolam. Although intravenous lorazepam is the preferred treatment for patients with seizures in the emergency department (and was the most effective treatment in the PHTSE trial), it is rarely used by paramedics in the prehospital setting because of the potential difficulty with intravenous administration, as well as the short shelf-life of lorazepam when it is not refrigerated.³ EMS medical directors need a practical alternative that is at least as safe and effective as intravenous lorazepam. We therefore performed a noninferiority study to determine whether intramuscular midazolam is as effective as intravenous lorazepam, with a similar degree of safety, for terminating status epilepticus seizures before arrival at the hospital.

METHODS

STUDY DESIGN

The Rapid Anticonvulsant Medication Prior to Arrival Trial (RAMPART) was a randomized, double-blind, phase 3, noninferiority clinical trial. It was designed and conducted by the Neurological Emergencies Treatment Trials (NETT) network, a multidisciplinary clinical trials infrastructure funded by

the National Institute of Neurological Disorders and Stroke (NINDS). The investigators were responsible for all elements of the trial, including design, data collection, and analysis. The authors wrote the manuscript and vouch for the data and analysis. The trial was performed under an Investigational New Drug application with the Food and Drug Administration (FDA). Autoinjectors with active medication and placebo were purchased by the Department of Defense and provided to the NINDS through a cooperative agreement. The Department of Defense had no role in the design of the study, accrual or analysis of data, or preparation of the manuscript. The study was conducted in accordance with the protocol, which is available with the full text of this article at NEJM.org.

RAMPART involved 4314 paramedics, 33 EMS agencies, and 79 receiving hospitals across the United States. Paramedics received continuing medical education in the management of seizures and other neurologic emergencies, as well as supplemental training in human subjects research and protections and in the study protocol, with refresher protocol training provided throughout the trial.

The trial met the exception from informed-consent requirements for emergency research under the FDA code of regulations 21 CFR 50.24.⁴ Institutional review boards for all entities engaged in this research reviewed local community consultation activity, according to the regulations regarding the exception from informed consent, and provided approval. Subjects or their legally authorized representatives were notified about enrollment in the trial by the study team as soon as possible, usually while the subject was still in the emergency department, and provided written informed consent to allow continued data collection until follow-up was completed.

STUDY SUBJECTS

The intended study population included children with an estimated body weight of 13 kg or more and adults requiring treatment with benzodiazepines for status epilepticus in the prehospital setting. Subjects were enrolled if they were having convulsive seizures at the time of treatment by paramedics and were reported by reliable witnesses to have been continuously convulsing for longer than 5 minutes or if they were having convulsive seizures at the time of treatment after having in-

intermittent seizures without regaining consciousness for longer than 5 minutes.

Subjects were excluded for the following reasons: the acute precipitant of the seizures was major trauma, hypoglycemia, cardiac arrest, or a heart rate of less than 40 beats per minute (since these conditions require alternative treatments); they had a known allergy to midazolam or lorazepam; they were known to be pregnant or a prisoner; they were being treated as part of another study; or, preemptively, they opted out of this study by wearing a medical-alert tag marked "RAMPART declined."

STUDY INTERVENTION

When they arrived at the scene, the study paramedics rapidly performed an initial assessment and stabilized subjects who were in status epilepticus, according to their local EMS protocols. For subjects who met the eligibility criteria, the paramedics began the study procedure by opening an instrumented box containing a study drug kit. Each kit contained two color-coded, shrink-wrapped study-drug bundles, one for each dose tier; each bundle consisted of one intramuscular autoinjector (Investigational Midazolam Autoinjector [Meridian Medical Technologies]) and one prefilled intravenous syringe (Carpuject System [Hospira]). All adults and those children with an estimated body weight of more than 40 kg received either 10 mg of intramuscular midazolam followed by intravenous placebo or intramuscular placebo followed by 4 mg of intravenous lorazepam. In children with an estimated weight of 13 to 40 kg, the active treatment was 5 mg of intramuscular midazolam or 2 mg of intravenous lorazepam. Blinding and simple randomization with equal numbers of subjects assigned to the two study groups were achieved with the use of a double-dummy strategy, in which each kit was randomly assigned at the central pharmacy to contain either the active intramuscular drug with intravenous placebo or intramuscular placebo with the active intravenous drug. All subjects were treated with the intramuscular autoinjector, after which venous access was immediately achieved and treatment was administered by means of intravenous syringe. Subjects were considered to be enrolled in the trial when the intramuscular autoinjector was applied, regardless of whether the intramuscular dose was successfully delivered.

A voice recorder was activated by opening the study box. Paramedics were instructed to record

oral statements when intramuscular treatment was administered, when intravenous access was obtained, when the intravenous study drug was administered, when any rescue treatments were given, and when convulsions were observed to stop. Each statement was time-stamped by the study box's internal clock. Paramedics also stated whether the subject was convulsing on arrival at the emergency department.

When it was difficult to obtain intravenous access, paramedics were instructed to continue attempts for at least 10 minutes, but they were permitted to use intraosseous access at any time in lieu of intravenous access. For the purposes of this trial, intraosseous access to the vascular space was considered equivalent to intravenous access. Rescue therapy, as dictated by local EMS protocol, was recommended for use in subjects who were still convulsing 10 minutes after the last study medication was administered. If there was a delay in obtaining intravenous access and the subject stopped having seizures before the intravenous study drug could be given, the intravenous study medication was not used. If convulsions resumed later during EMS transport, rescue therapy (according to the local protocol) was to be given.

STUDY OUTCOMES

The primary outcome was termination of seizures before arrival in the emergency department without the need for the paramedics to provide rescue therapy. Subjects did not reach the primary outcome if they were having seizures on arrival in the emergency department or if they received rescue medication before arrival. Termination of seizures on arrival was determined according to the clinical judgment of the attending emergency physician and was based on examination of the subjects, their clinical course, and results of any routine diagnostic testing (Section 6.1 of the protocol). This outcome measure was previously used in the PHTSE trial.^{1,5}

Key secondary outcome measures included the time from study-box opening to termination of convulsions and the time from initiation of active-drug administration to termination of convulsions (among subjects in whom convulsions ceased before arrival in the emergency department), the frequency and duration of hospitalization and of admissions to the intensive care unit, and the frequencies of acute endotracheal intubation and acute seizure recurrence. Acute endotracheal in-

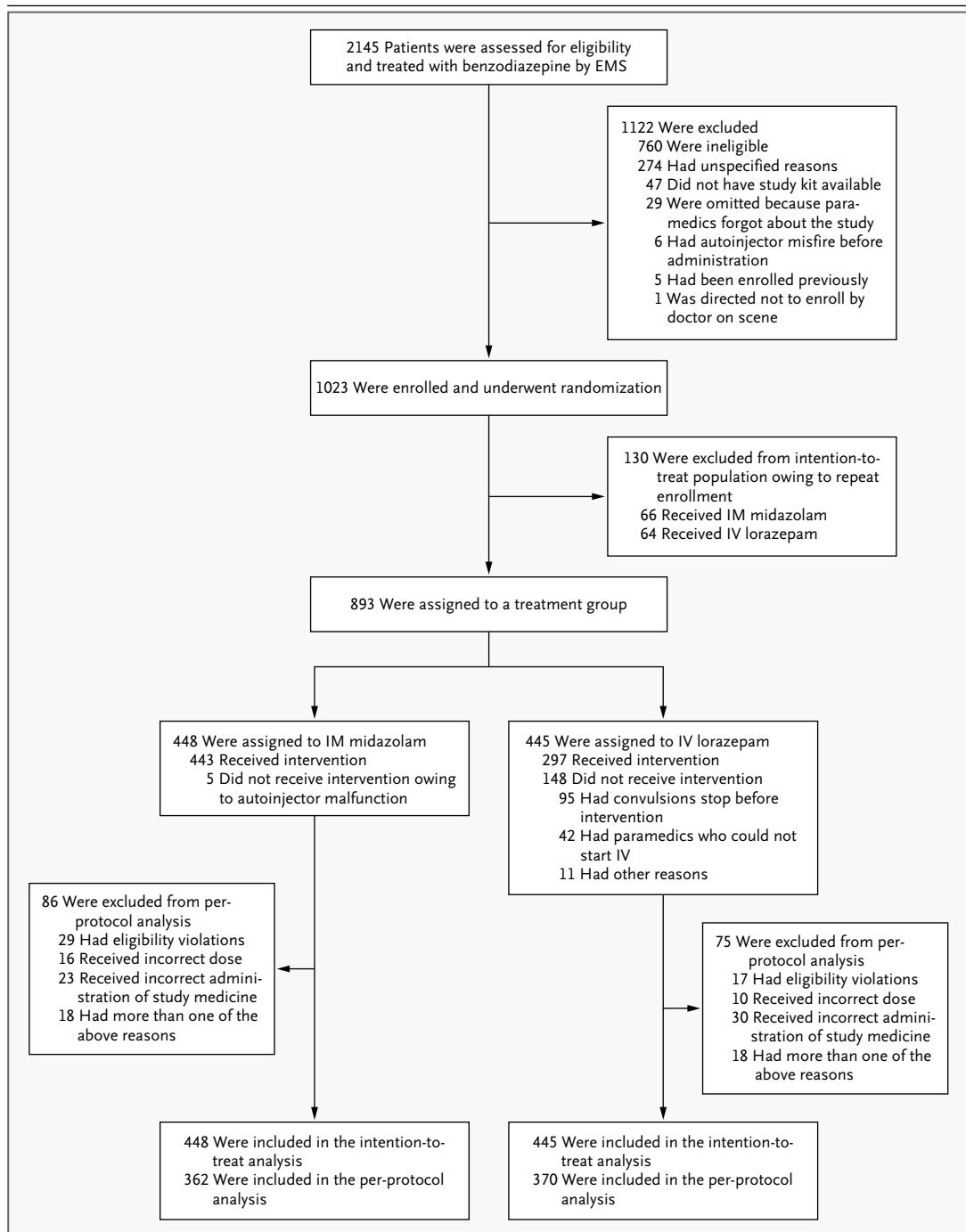


Figure 1. Screening, Enrollment, Randomization, and Inclusion in Intention-to-Treat and Per-Protocol Analyses.

The number of patients who were assessed and enrolled includes any repeat assessments and enrollments for those who presented to emergency medical services (EMS) with status epilepticus more than once. The number assigned to treatment in the intention-to-treat analysis includes every patient who was enrolled in the study but only the initial enrollment for those enrolled more than once. Randomization was defined as occurring when an autoinjector was applied to the subject. “Misfire” refers to instances when the autoinjector was inadvertently triggered before it could be applied to the subject. “Malfunction” refers to instances when the autoinjector was applied but the drug was not administered because of operator error or mechanical failure. IM denotes intramuscular, and IV intravenous.

tubation was defined as intubation performed or attempted by EMS personnel or performed within 30 minutes after arrival in the emergency department. Acute seizure recurrence was defined as any further convulsive or electrographic seizures that required additional antiepileptic medications during the first 12 hours of hospitalization in subjects who did not have seizures on arrival in the emergency department. Serious adverse events were recorded through the end of the study for every subject (see Table A2 in the Supplementary Appendix, available at NEJM.org).

STATISTICAL ANALYSIS

The primary objective of the study was to show that the proportion of subjects whose seizures were terminated before arrival in the emergency department (without the use of rescue medications) in the intramuscular midazolam group was not inferior to that in the intravenous lorazepam group by more than a prespecified amount (the noninferiority margin). The null hypothesis of inferiority was tested with the use of a one-sided z statistic.⁶ The primary analysis was followed by a one-sided test (conditional on the finding of noninferiority) for superiority at a significance level of 0.025, although this was not prespecified in the protocol. On the basis of published studies of similar patient populations, and accounting for differences in the dose of lorazepam and in the definition of efficacy, we estimated that after an initial dose of intravenous lorazepam had been administered, seizures would be terminated in 70% of subjects before arrival in the emergency department. Sample size was estimated on the basis of the comparison of independent proportions, with two planned interim analyses for futility with respect to the primary outcome; 90% power to show the noninferiority of intramuscular midazolam; a noninferiority margin of 10 percentage points; and a one-sided test with the probability of a type I error of 0.025. The maximum sample size required for randomization was 890 subjects (445 per treatment group). Because some patients have recurring episodes of status epilepticus, the total sample size was inflated by 15% (1024 subjects) to account for inadvertent repeated enrollment of the same subjects. (Repeated enrollments of the same subject were not analyzed.) Secondary outcomes were compared in a superiority framework with the use of a two-sided test with the

Table 1. Characteristics of the Subjects at Baseline.*

Characteristic	IM Midazolam (N=448)	IV Lorazepam (N=445)
Age		
Mean (range) — yr	43±22 (0–102)	44±22 (1–94)
Age group — no. (%)		
0–5 yr	32 (7)	29 (7)
6–10 yr	15 (3)	20 (4)
11–20 yr	28 (6)	21 (5)
21–40 yr	114 (25)	112 (25)
41–60 yr	169 (38)	169 (38)
≥61 yr	90 (20)	94 (21)
Male sex — no. (%)	250 (56)	238 (53)
Race — no. (%)†		
Black	229 (51)	224 (50)
White	165 (37)	183 (41)
Other, mixed, or unknown	54 (12)	38 (9)
Ethnic group — no. (%)†		
Non-Hispanic	310 (69)	290 (65)
Hispanic	49 (11)	57 (13)
Unknown	89 (20)	98 (22)
Dose tier — no. (%)‡		
Low	62 (14)	59 (13)
High	386 (86)	386 (87)
History of epilepsy — no. (%)		
Yes	293 (65)	295 (66)
No	111 (25)	103 (23)
Not documented	44 (10)	47 (11)
Final diagnosis — no. (%)		
Status epilepticus	404 (90)	399 (90)
Nonepileptic spell	31 (7)	32 (7)
Undetermined	13 (3)	14 (3)
Precipitating cause of status epilepticus — no. (%)		
Noncompliance with or discontinuation of anticonvulsant therapy	137 (31)	141 (32)
Idiopathic or breakthrough status epilepticus	121 (27)	121 (27)
Coexisting condition that lowered seizure threshold	33 (7)	29 (7)

* Plus-minus values are means ±SD. There were no significant differences between the two groups with respect to baseline characteristics.

† Race and ethnic group were reported by the investigators. More detailed data for race are provided in Table A3 in the Supplementary Appendix.

‡ The high-dose tier included children whose estimated body weight was above 40 kg and all adults, and active treatment consisted of either 10 mg of intramuscular (IM) midazolam or 4 mg of intravenous (IV) lorazepam. The low-dose tier included children whose estimated body weight was 13 to 40 kg, and active treatment consisted of either 5 mg of IM midazolam or 2 mg of IV lorazepam.

probability of a type I error of less than 0.05. All analyses were conducted with the intention-to-treat population defined as all subjects randomly assigned to a study medication. A sensitivity analysis was conducted with the per-protocol population, which excluded subjects with any of the following three predefined protocol deviations: eligibility violation, incorrect dose of study medication, or incorrect administration.

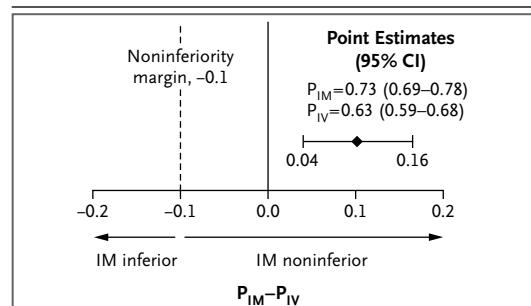


Figure 2. Primary Outcome According to Treatment Group.

$P_{IM} - P_{IV}$ represents the absolute difference in the primary outcome between the proportion of subjects treated with IM midazolam and the proportion treated with IV lorazepam (i.e., the proportion of subjects who did not have seizures on arrival in the emergency department and who did not receive rescue medication). CI denotes confidence interval.

RESULTS

SUBJECTS AND ENROLLMENT

Between June 15, 2009, and January 14, 2011, a total of 893 subjects were enrolled (with a total of 1023 enrollments and a reenrollment rate of 13%) (Fig. 1). The two treatment groups were well balanced with respect to demographic and clinical

Table 2. Primary and Secondary Outcomes.*

Outcome	Intention-to-Treat Analysis† (N=893)		Per-Protocol Analysis‡ (N=732)	
	IM Midazolam (N=448)	IV Lorazepam (N=445)	IM Midazolam (N=362)	IV Lorazepam (N=370)
Primary outcome				
Seizures terminated, no rescue therapy given				
No. of subjects	329	282	271	238
% of subjects (95% CI)§	73.4 (69.3–77.5)	63.4 (58.9–67.9)	74.9 (70.4–79.3)	64.3 (59.4–69.2)
Treatment failed — no. of subjects (%)				
Seizures not terminated, no rescue therapy given	50 (11.2)	64 (14.4)	42 (11.6)	51 (13.8)
Seizures not terminated, rescue therapy given	22 (4.9)	42 (9.4)	14 (3.9)	38 (10.3)
Seizures terminated, rescue therapy given	47 (10.5)	57 (12.8)	35 (9.7)	43 (11.6)
Secondary outcomes				
Endotracheal intubation within 30 min after ED arrival				
No. of subjects — %	63 (14.1)	64 (14.4)	53 (14.6)	53 (14.3)
Relative risk (95% CI)	0.98 (0.70–1.34)		1.02 (0.71–1.45)	
Hospitalization				
No. of subjects — %	258 (57.6)	292 (65.6)	210 (58.0)	250 (67.6)
Relative risk (95% CI)	0.88 (0.79–0.98)		0.86 (0.77–0.96)	
ICU admission				
No. of subjects — %	128 (28.6)	161 (36.2)	102 (28.2)	138 (37.3)
Relative risk (95% CI)	0.79 (0.65–0.95)		0.76 (0.61–0.93)	
Recurrent seizure within 12 hr after ED arrival				
No. of subjects — %	51 (11.4)	47 (10.6)	37 (10.2)	39 (10.5)
Relative risk (95% CI)	1.08 (0.74–1.56)		0.97 (0.63–1.48)	
Hypotension				
No. of subjects — %	12 (2.7)	13 (2.9)	5 (1.4)	9 (2.4)
Relative risk (95% CI)	0.92 (0.42–1.98)		0.57 (0.19–1.67)	

Table 2. (Continued.)*

Outcome	Intention-to-Treat Analysis† (N=893)		Per-Protocol Analysis‡ (N=732)	
	IM Midazolam (N=448)	IV Lorazepam (N=445)	IM Midazolam (N=362)	IV Lorazepam (N=370)
IM injection-site complications				
No. of subjects (%)	4 (0.9)	2 (0.5)	4 (1.1)	1 (0.3)
Relative risk (95% CI)	1.99 (0.30–10.70)		4.09 (0.45–36.40)	
IV injection-site complications — no. of subjects (%)	0	3 (0.7)	0	3 (0.8)
Admitted to ICU — no. of subjects	123	155	98	132
Length of ICU stay — days				
No. of subjects with length-of-stay data	123	155	98	132
Mean	5.7±9.5	4.1±4.7	4.8±7.2	4.0±4.7
Median (minimum, maximum)	3 (1, 75)	3 (1, 31)	3 (1, 65)	2 (1, 31)
P value¶	0.09		0.33	
Admitted to hospital — no. of subjects	251	285	204	243
Length of hospital stay — days				
No. of subjects with length-of-stay data	251	285	204	243
Mean	6.7±10.0	5.5±6.4	5.8±7.0	5.5±6.4
Median (minimum, maximum)	4 (1, 90)	3 (1, 58)	3 (1, 65)	4 (1, 58)
P value¶	0.11		0.71	

* Plus–minus values are means ±SD. The relative risk is for the subjects given IM midazolam, as compared with those given IV lorazepam.

† The intention-to-treat analysis included only the initial enrollment of all subjects; repeated enrollments of the same subject were not included. CI denotes confidence interval, ED emergency department, and ICU intensive care unit.

‡ The per-protocol analysis excluded subjects with any of the following three predefined types of protocol deviations: eligibility violations, incorrect dose of study medication, or incorrect administration.

§ P<0.001 for noninferiority and for superiority in both the intention-to-treat and per-protocol analyses. P values for noninferiority reflect one-sided tests for differences not exceeding 10 percentage points. The primary analysis was followed by a one-sided test for superiority,⁷ although this was not prespecified in the protocol.

¶ P values were calculated with the use of t-tests for the means.

characteristics, dose tier, presence or absence of a history of epilepsy, accuracy of the diagnosis of status epilepticus (vs. a discharge diagnosis of a non-epileptic spell), and the diagnosis of the underlying cause of status epilepticus (Table 1). The overall number of subjects who were black reflected the proportion of blacks in the subject population from which the sample was drawn.

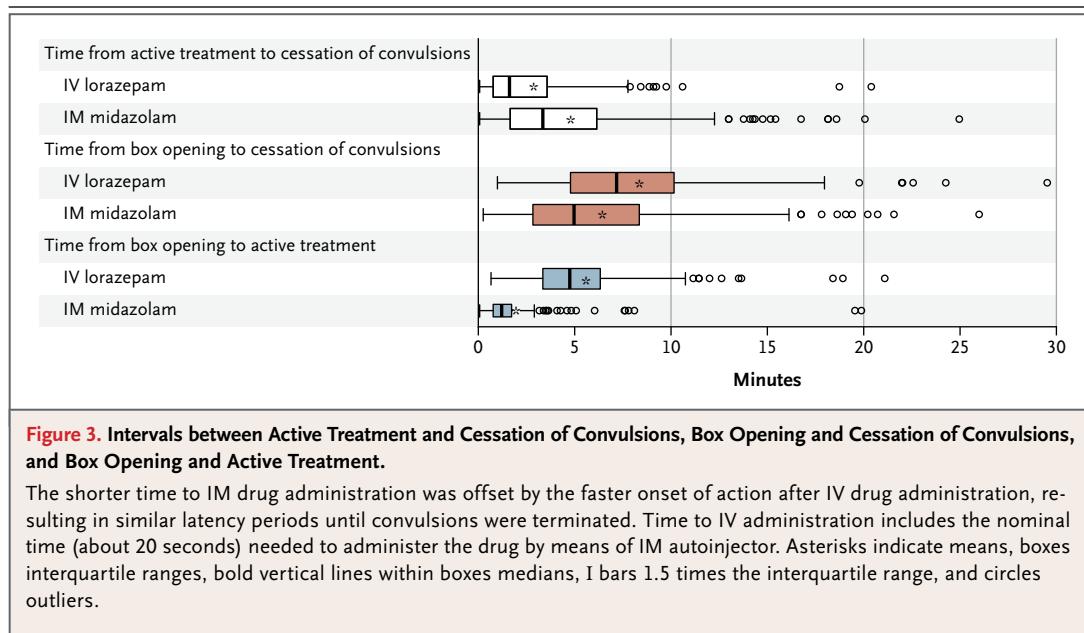
PRIMARY OUTCOME

Seizures were absent without rescue therapy on arrival in the emergency department in 329 of 448 subjects assigned to active treatment with intramuscular midazolam (73.4%) and in 282 of 445 assigned to active treatment with intravenous lorazepam (63.4%) (difference, 10 percentage points; 95% confidence interval [CI], 4.0 to 16.1; P<0.001 for noninferiority and P<0.001 for superiority) (Fig. 2). The primary results were similar in the per-protocol analysis. Table 2 shows the number of subjects who were having seizures at the time of arrival in the emergency department

and the number who needed rescue medication. Subjects randomly assigned to the intramuscular group were less likely to be having seizures on arrival in the emergency department (regardless of the use or nonuse of rescue therapy) than were those randomly assigned to the intravenous group (proportion of subjects without seizures, 83.9% vs. 76.2%; difference, 7.7 percentage points; 95% CI, 2.5 to 12.9). Inability to start an intravenous infusion was anticipated to be a common reason for failure of intravenous therapy. Among subjects in the intravenous group who did not reach the primary outcome, 31 never received the intravenous study medication because of failure to obtain vascular access, whereas only 5 in the entire intramuscular group did not receive the intramuscular study medication owing to malfunction or misapplication of the autoinjector.

SECONDARY AND SAFETY OUTCOMES

The secondary and safety outcomes were consistent with the primary outcome and reinforced the



finding that intramuscular midazolam was noninferior to intravenous lorazepam. The frequencies of endotracheal intubation, recurrent seizures, and other predefined safety outcomes were similar in the two study groups (Table 2). Among subjects admitted to the hospital, the lengths of stay in the intensive care unit and in the hospital did not differ significantly between the groups, but the proportion of subjects admitted was significantly lower (and the proportion discharged from the emergency department was significantly higher) in the intramuscular group than in the intravenous group ($P=0.01$).

Figure 3 shows the temporal data (the times from administration of active treatment to cessation of convulsions, from box opening to cessation of convulsions, and from box opening to administration of active treatment) for the 317 subjects in the intention-to-treat analysis who met the primary outcome and for whom times of active treatment and of cessation of convulsions were recorded. The median time to administration of active treatment was significantly shorter by the intramuscular route than by the intravenous route (1.2 vs. 4.8 minutes), but the onset of action (i.e., termination of convulsions) occurred sooner after intravenous administration than after intramuscular administration (1.6 vs. 3.3 minutes). The overall interval until termination of convulsions was similar in the two treatment groups.

DISCUSSION

This double-blind, randomized trial showed that prehospital treatment with intramuscular midazolam was at least as effective as intravenous lorazepam in subjects in status epilepticus ($P<0.001$ for noninferiority and for superiority). Establishing intravenous access in patients who are having seizures in the prehospital environment can be challenging and time-consuming. Since intramuscular treatments can be given more quickly and reliably than intravenous treatments and have noninferior efficacy, our data support the use of the former route of administration by EMS personnel.

The use by EMS systems of intramuscular midazolam for status epilepticus has been increasing because small studies have indicated its efficacy and because this drug is rapidly absorbed intramuscularly. According to a meta-analysis of small trials, the use of nonintravenous midazolam in the hospital setting compared favorably with intravenous diazepam in the emergency treatment of status epilepticus.⁸ Furthermore, unlike lorazepam, midazolam does not have the problem of poor stability when not refrigerated. Midazolam can be administered by other nonintravenous routes as well, but the intramuscular route is more consistently effective than the intranasal or buccal routes because the drug cannot be blown or spat out by the convulsing patient.

In this noninferiority study, we used lorazepam as an active control. Inclusion of a placebo group would have been unethical, since PHTSE showed unambiguously that benzodiazepines are superior to no treatment in subjects in status epilepticus in the prehospital setting. The clinically important question is whether intramuscular midazolam works well enough for patients in status epilepticus to routinely forgo the intravenous route in order to improve the ease and speed of treatment administered by EMS personnel. The active control drug, the noninferiority margin, the trial setting, and the analysis plan were carefully chosen to avoid the known potential pitfalls and limitations of noninferiority studies.⁷

The doses of midazolam and lorazepam used in this trial are consistent with the most effective doses for the treatment of status epilepticus that are reported in the literature.^{9,10} Although these initial doses are higher than the ones used by many EMS systems and emergency physicians, they are the same as those approved for this indication and are in line with those used by epileptologists. Use of an autoinjector maximized the speed and ease of intramuscular delivery (with a nominal latency period of about 20 seconds for opening the autoinjector and administering the medication) and reduced delays in initiating intravenous access.

The relationships among benzodiazepine dose, respiratory depression, and subsequent need for endotracheal intubation are poorly characterized, but higher doses of benzodiazepines may actually reduce the number of airway interventions. Our data are consistent with the finding that endotracheal intubation is more commonly a sequela of continued seizures than it is an adverse effect of sedation from benzodiazepines.¹¹

With regard to the mechanism of drug action, our temporal data are consistent with what would be expected: the intramuscular route delivers the medication more rapidly after the paramedics' arrival at the scene than the intravenous route, but its onset of action is more rapid after intravenous administration than after intramuscular administration. The time saved by using the intramuscular route appears to more than offset the delay in the drug's onset of action. It is interesting to speculate that a difference of just a few minutes with the earlier administration in the intramuscular group may have been enough to drive the slight superiority of the intramuscu-

lar route with respect to outcome. However, it is also possible that the difference in outcome between the two treatment groups reflects differences in the efficacy of the agents used rather than in the route of administration. Because this is a pragmatic clinical trial designed to inform EMS clinical practice rather than to elucidate mechanism, the effect of agent and route cannot be meaningfully separated in analyzing these data. Similarly, an autoinjector was used in this study to optimize the speed and efficiency of intramuscular delivery, but it is not possible to determine the importance of using this tool for intramuscular injections, as compared with conventional intramuscular injections.

Our data are consistent with a finding of statistical superiority of intramuscular midazolam. Regardless of whether it is noninferior or superior, this trial supports the clinical decision to use the more pragmatic intramuscular approach in the prehospital treatment of status epilepticus.

In conclusion, intramuscular midazolam is noninferior to intravenous lorazepam in stopping seizures before arrival in the emergency department in patients with status epilepticus treated by paramedics. Intramuscular midazolam is also as safe as intravenous lorazepam. The group of subjects treated with intramuscular midazolam had a higher rate of discharge from the emergency department than the group treated with intravenous lorazepam and had similar or lower rates of recurrent seizures and endotracheal intubation. The intramuscular administration of midazolam by EMS is a practical, safe, and effective alternative to the intravenous route for treating prolonged convulsive seizures in the prehospital setting.

Supported by awards from the National Institute of Neurological Disorders and Stroke (NINDS) (U01NS056975 and U01NS059041); the National Institutes of Health Office of the Director CounterACT Program; and the Biomedical Advanced Research and Development Authority of the Assistant Secretary for Preparedness and Response.

Disclosure forms provided by the authors are available with the full text of this article at NEJM.org.

We thank Edward Jauch and Robert Woolson, clinical and statistical consultants; Ken Rockwell, central pharmacy; Henry Wang, medical safety monitor; the data and safety monitoring board: Thomas Bleck (chair), Gail Anderson, James Chamberlain, Joseph Collins, Jeffrey Saver, and Peter Gilbert (NINDS liaison); the Chemical Biological Medical Systems Joint Project Management Office, Department of Defense, for support and for providing autoinjectors through a cooperative agreement with the NINDS; and all the hardworking paramedics on the front line who made this study possible.

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Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 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 Request to Authorize the Expenditure of \$1,000 on Training for Coming of Age Nonprofit Agency Partners.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Coming of Age's services for its nonprofit agency partners includes training to build capacity through successful management of an intergenerational workforce and volunteer network. The training, entitled "Learning Lab: Capturing the Energy and Expertise of People 50+," is provided by a certified Learning Lab contract trainer to deliver the 4-session workshop series to staff from 15 nonprofit agency partners. Funding for the contract trainer would come out of the Coming of Age budget.

STAFF RECOMMENDATIONS:

Staff recommends Court approval for expenditure of \$1,000 from the Coming of Age budget for a certified Learning Lab contract trainer to provide the training to its nonprofit agency partners.

ISSUES AND OPPORTUNITIES:

This training offers nonprofit organizations the potential to better manage organizational change and build nonprofit capacity. Opportunity also exists for volunteer managers, human resources staff, executive directors, and board members within Travis County's nonprofit sector to apply learned insights and strategies to further their organization's mission and attract people over 50 to serve and contribute to their organization.

FISCAL IMPACT AND SOURCE OF FUNDING:

This line item for this expenditure is 1580300001 GL 512020 (Coming of Age In-house Training/Online Courses).

REQUIRED AUTHORIZATIONS:

Diana Ramirez, Planning and Budget Office

Patty Lennon, Travis County Auditor's 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
(512) 854-4100
Fax (512) 854-4115

MEMORANDUM

DATE: September 24, 2012

TO: Members of the Commissioners Court

FROM:

Sherri E. Fleming
Sherri E. Fleming, County Executive

Travis County Health and Human Services and Veterans Service

SUBJECT: Learning Lab Training for Coming of Age Nonprofit Partners

Proposed Motion:

Consider and Take Appropriate Action on Request to Authorize the Expenditure of \$1,000 on Training for Coming of Age Nonprofit Agency Partners.

Summary and Staff Recommendation:

Coming of Age's services for its non-profit agency partners includes training to build capacity through successful management of an intergenerational workforce and volunteer network. Staff has identified a program that will provide training for the management of volunteers, staff, directors and board members. The training, entitled "Learning Lab: Capturing the Energy and Expertise of People 50+," is provided by a certified Learning Lab contract trainer to deliver the 4-session workshop series to staff from 15 nonprofit agency partners. Funding for the contract trainer would come out of the Coming of Age budget.

Staff recommends that the Court approve the expenditure of \$1,000 from the Coming of Age budget for a certified Learning Lab contract trainer to provide the training to its nonprofit agency partners.

Issue and Opportunities:

This training offers nonprofit organizations the potential to better manage organizational change and build nonprofit capacity. Opportunity also exists for volunteer managers, human resources staff, executive directors, and board members within Travis County's nonprofit sector to apply learned insights and strategies to further their organization's mission and attract people over 50 to serve and contribute to their organization.

Budgetary and Fiscal Impact:

This line item for this expenditure is 1580300001 GL 512020 (Coming of Age In-house Training/Online Courses).

Background:

Since its transition from RSVP, Coming Of Age Austin Metro has worked to manage refocus the organization by

- Helping people age 50+ discover paths to a fulfilling and engaged future;
- Providing nonprofits with a range of training and technical expertise; and
- Providing a web-based, one-stop information and referral service, and connecting adults 50+ to existing programs and services.



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502 E. Highland Mall Blvd.
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Austin, Texas 78767

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

MEMORANDUM

DATE: September 24, 2012

TO: Members of the Commissioners Court

FROM:

Sherri E. Fleming
Sherri E. Fleming, County Executive

Travis County Health and Human Services and Veterans Service

SUBJECT: Learning Lab Training for Coming of Age Nonprofit Partners

Proposed Motion:

Consider and Take Appropriate Action on Request to Authorize the Expenditure of \$1,000 on Training for Coming of Age Nonprofit Agency Partners.

Summary and Staff Recommendation:

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Staff recommends that the Court approve the expenditure of \$1,000 from the Coming of Age budget for a certified Learning Lab contract trainer to provide the training to its nonprofit agency partners.

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- Helping people age 50+ discover paths to a fulfilling and engaged future;
- Providing nonprofits with a range of training and technical expertise; and
- Providing a web-based, one-stop information and referral service, and connecting adults 50+ to existing programs and services.



Travis County Commissioners Court Agenda Request

October 2

Meeting Date: ~~September 25~~, 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 to Approve Revenue Contracts with Boys and Girls Club of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy for After School Enrichment Services Provided through the Texas AgriLife Extension Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Texas AgriLife Extension Service provides a variety of educational programs for County youth and adults throughout Travis County. Using a combination of general fund money, grant, and revenue generated from contracts with partner agencies such as those the subject of this item, Travis County is able to operate programs that provide hands-on learning experiences that, not only, aid youth in becoming successful adults, but also reduce risk-taking behaviors that could inhibit their success. Typically, programs run four days per week during the school year and focus on science and technology, environmental education, outdoor education and life skills.

Currently, three of the five contracts for the 2012-2013 school year are ready for signature:

Boys and Girls Clubs of the Austin Area - \$13,440;
Cedars International Academy - \$1,015; and
Texas Empowerment Academy - \$2,100.

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.

The two that are in the process of being drafted are:

Austin Independent School District - \$210,000; and
Del Valle Independent School District - \$66,144.

STAFF RECOMMENDATIONS:

Staff recommends approval of the revenue contracts with Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy for After School Enrichment Services.

ISSUES AND OPPORTUNITIES:

These revenue contracts will help Travis County fund the afterschool programs already in place. Studies show that students who participate in afterschool programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic behavior.

FISCAL IMPACT AND SOURCE OF FUNDING:

The revenue contracts with the Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy will provide a total of \$16,555 during the 2012-2013 school year.

REQUIRED AUTHORIZATIONS:

Dolores Sandmann, Director, Texas AgriLife Travis County
Mary Etta Gerhardt, Assistant County Attorney

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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County Executive
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DATE: September 4, 2012

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: After-school revenue contracts

Proposed Motion:

Consider and take appropriate action to approve revenue contracts with Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy for after-school enrichment services provided by Travis County through the Texas AgriLife Extension office.

Summary and Staff Recommendations:

The Texas AgriLife Extension Service provides after-school programming at various locations in Travis County. AgriLife uses a combination of General Fund money, grant money and money from revenue contracts to operate these programs which provide hands-on learning experiences that not only help youth become successful adults but also reduce risk-taking behaviors that inhibit success. The programs run four days a week during the school year and focus on science and technology, environmental education, outdoor education, and life skills.

Three of the five revenue contracts for the 2012-2013 school year are ready for signature:

Boys and Girls Clubs of the Austin Area - \$13,440;
Cedars International Academy - \$1,015; and

Texas Empowerment Academy - \$2,100.

Two others are still being drafted:

Austin Independent School District - \$210,000; and

Del Valle Independent School District - \$66,144.

TCHHSVS staff recommends approving these contracts.

Budgetary and Fiscal Impact:

The revenue contracts with the Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy will provide a total of \$16,555 during the 2012-2013 school year.

Issues and Opportunities:

These revenue contracts will help Travis County fund the after-school programs. Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance.

Background:

The Texas AgriLife Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas AgriLife Extension Service
Nicki Riley, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Assistant Purchasing Agent, Travis County Purchasing Office

**PROFESSIONAL SERVICES CONTRACT
BETWEEN CEDARS INTERNATIONAL ACADEMY
AND TRAVIS COUNTY
FOR AFTERSCHOOL YOUTH ENRICHMENT SERVICES**

This Contract for Afterschool Youth Enrichment Services through the Travis County 4-H Capital Project ("Contract") is entered into by and between Cedars International Academy, a public charter school in Texas ("Academy") and Travis County, Texas, a political subdivision of the State of Texas ("County"), referred to collectively as "Parties".

WHEREAS, Academy seeks to provide services as part of their ACE program for youth enrolled in their school; and

WHEREAS, County is authorized to provide certain services to qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws; and seeks to provide Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County;

WHEREAS, Academy and County desire to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 COUNTY RESPONSIBILITIES

- 1.1 County agrees to provide qualified youth with Capital 4-H Project activities that focus on science, engineering and technology at dates and times upon mutual agreement of the parties.

2.0 COMPENSATION, BILLING AND PAYMENT

- 2.1 Fee. Academy agrees to pay County for the services provided pursuant to the terms of this Contract at a rate of \$32.00 per hour, limited to a total payment for the contract term not to exceed \$1,015.00.
- 2.2 Invoicing. County shall invoice Academy on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:
- 2.2.1 Invoice Number
 - 2.2.2 Location and Dates of Service
 - 2.2.3 Class length for each date(hours per class)
 - 2.2.4 Total Hours for the Month

2.2.5 Hourly rate

- 2.3 Timely Payment. The Academy shall pay County upon receipt of invoice, and no later than thirty (30) days from such receipt.

3.0 TERM

- 3.1 Term of Contract. The Initial Term of this Contract shall begin on the day all parties fully execute this Contract and shall continue through July, 31, 2013, unless sooner terminated as provided herein.
- 3.2 Term of Renewal. Subject to continued funding by the Academy, this Contract shall thereafter automatically renew on August 1 of each year for succeeding terms of one year, unless sooner terminated as provided herein. Any automatic renewal will be with the understanding that all terms and conditions remain unchanged unless the Contract is specifically amended pursuant to Section 7.5 of the Contract.

4.0 TERMINATION

- 4.1 Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.
- 4.2 Academy acknowledges and agrees to pay County just and equitable compensation for any satisfactory work completed prior to the date of termination.

5.0 CRIMINAL HISTORY RECORD INFORMATION

- 5.1 As used in this Section 5, the term "covered employee" shall mean an individual employed by County or an approved consultant of County who has or will have continuing duties on property of the Academy ("Academy Property") related to the services to be performed in connection with this Contract and has or will have direct contact with students. The terms "continuing duties" and "direct contact with students" shall have the meanings designated for such terms in 19 Texas Administrative Code §153.1101. The Academy will be the final arbiter of what constitutes continuing duties and direct contact with students. By way of example, but not limitation, if an individual employed by County or an approved consultant of County has continuing duties (duties that are performed on a regular, repeated basis rather than infrequently or one time only) related to services to be performed under this contract and will enter Academy Property when one or more students are present to provide such services without supervision by a certified educator or other professional Academy employee, such

individual will be a covered employee for purposes of this Section 5. County shall, at its sole cost and expense, comply with the provisions of Texas Education Code ("TEC") §22.0834 and the further provisions of this Contract with regard to each covered employee.

5.2 Prior to the performance of any services under this Contract by County or an approved consultant, County shall obtain with respect to its covered employees and cause each approved consultant under this Contract to obtain with respect to its covered employees, the national criminal history record information (fingerprint-based criminal history) as defined in TEC §22.081 for each such covered employee. County shall not assign or allow any employee or approved consultant who has a disqualifying criminal history to provide services under this Contract. A disqualifying criminal history for this Contract includes a conviction for a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under TEC Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or who has been convicted of one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above. If during the period County is performing services under this Contract either the County or the Academy receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this Contract, County shall prohibit the employee or approved consultant from providing services under this Contract. In addition, whenever such updated criminal history information is received by County, County shall notify the Academy of same within three (3) business days following receipt of the information.

5.3 County shall maintain at all times a current and accurate list of all covered employees performing services under this contract (as updated from time to time, the "List of Covered Employees") which contains the following information for each covered employee: (i) full name; and (ii) Texas driver's license or other identification number.

5.4 Prior to the performance of any services under this contract by an employee of County or any approved consultant, County shall deliver to the Academy (i) County's duly completed and executed original certification on the applicable form attached hereto as Attachment A ; and (ii) for each approved consultant under this contract contracting directly with County (each a "Consultant"), the duly completed and executed original certification of Consultant on the applicable form provided by the Academy ("Consultant Certification").

6.0 ATTACHMENTS

6.1 The attachments enumerated below are hereby made a part of this Contract.

6.1.1 Attachment A Criminal History Record Certification Form

6.1.2 Attachment B W-9 for Travis County

7.0 GENERAL PROVISIONS

7.1 Law and Venue. This Contract will be governed by the laws of the State of Texas. All obligations under this Contract will be performable in Travis County, Texas and it is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County, Texas.

7.2 Immunity. Neither Party waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Contract and performance of the functions and obligations described herein.

7.3 Legal Requirements. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Contract. This Contract is subject to all applicable present and future valid laws governing the programs applicable to school districts and/or counties. In the event that any of the Parties hereto are required by law or regulation to perform any act inconsistent with this Contract, or to cease performing any act required by this Contract, this Contract shall be deemed to have been modified to conform with the requirements of such law or regulation.

7.4 Entire Agreement. All written or oral agreements between the Parties related to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.5 Amendments. If changed conditions are encountered during the term of this Contract, or the Parties desire to make any changes, the Contract may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing and executed by both

Parties.

- 7.6 Records. Each Party shall maintain all records and documentation pertaining to this Contract and make such records available to the other Party for a period of three (3) years after termination of this Agreement or the resolution of any problems or issues, whichever occurs later. Each Party will provide reasonable access to such records to the other Party for as long as the records are retained.

8.0 NOTICE

8.1 Except where oral notice is specifically allowed under this Contract, any notice provided hereunder by either party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service. The notice will be deemed given on the day the notice is received. Notices must be delivered to the following addresses or at such addresses as may be later designated in writing. Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

For Academy:

Zac Carlson
ACE Program Site Coordinator
Cedars International Academy
8416 N. IH-35
Austin, TX 78753

For County:

The address for County for all notices and purposes under this Contract shall be:

Sherri Fleming
County Executive
Travis County Health and Human Services
P.O. Box 1748
Austin, TX 78767

With Copies To:

David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, TX 78767

IN WITNESS WHEREOF, the parties have executed this Contract as of the date(s) set forth below. The effective date of this Contract shall for all purposes be the date of the execution of the last to sign, whether Academy or County.

CEDARS INTERNATIONAL ACADEMY

By: 
Name: Sarah Daly
Title: Interim 21st CCLC Project Director

Date: 8/27/12

TRAVIS COUNTY, TEXAS:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

ATTACHMENT A

Criminal History Record Certification Form

Travis County, through Travis County Health and Human Services and Veterans Services ("Contractor"), and the Cedars International Academy (the "Academy") have entered into this agreement on the date all parties fully executed this agreement (the "Contract"). This Contractor Certification is provided to the Academy in accordance with Paragraph 5.4 of the Contract.

On behalf of the Contractor, I certify to the Academy that:

Contractor has obtained the criminal history record information from a finger-print based search through the Texas Department of Public Safety relating to each of its covered employees providing services under this Contract, as defined in Paragraph 5.1 of the Contract. None of the covered employees employed by Contractor performing services under the Contract has a disqualifying criminal history under Paragraph 5.2 of the Contract.

Date:

Signature

Printed Name:

Title:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) County of Travis	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	
Address (number, street, and apt. or suite no.) 314 West 11th Street	Requester's name and address (optional)
City, state, and ZIP code Austin, TX 78767	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	
74	6000192

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**PROFESSIONAL SERVICES CONTRACT
BETWEEN TEXAS EMPOWERMENT ACADEMY
AND TRAVIS COUNTY
FOR AFTERSCHOOL YOUTH ENRICHMENT SERVICES**

This Contract for Afterschool Youth Enrichment Services through the Travis County 4-H Capital Project ("Contract") is entered into by and between Texas Empowerment Academy, a public charter school in Texas ("Academy") and Travis County, Texas, a political subdivision of the State of Texas ("County"), referred to collectively as "Parties".

WHEREAS, Academy seeks to provide services as part of their ACE program for youth enrolled in their school; and

WHEREAS, County is authorized to provide certain services to qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws; and seeks to provide Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County;

WHEREAS, Academy and County desire to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 COUNTY RESPONSIBILITIES

- 1.1 County agrees to provide qualified youth with Capital 4-H Project activities that focus on science, engineering and technology at dates and times upon mutual agreement of the parties.

2.0 COMPENSATION, BILLING AND PAYMENT

- 2.1 Fee. Academy agrees to pay County for the services provided pursuant to the terms of this Contract at a rate of \$32.00 per hour, limited to a total payment for the contract term not to exceed \$2,100.
- 2.2 Invoicing. County shall invoice Academy on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:
- 2.2.1 Invoice Number
 - 2.2.2 Location and Dates of Service
 - 2.2.3 Class length for each date(hours per class)
 - 2.2.4 Total Hours for the Month

educator or other professional Academy employee, such individual will be a covered employee for purposes of this Section 5. County shall, at its sole cost and expense, comply with the provisions of Texas Education Code ("TEC") §22.0834 and the further provisions of this Contract with regard to each covered employee.

5.2 Prior to the performance of any services under this Contract by County or an approved consultant, County shall obtain with respect to its covered employees and cause each approved consultant under this Contract to obtain with respect to its covered employees, the national criminal history record information (fingerprint-based criminal history) as defined in TEC §22.081 for each such covered employee. County shall not assign or allow any employee or approved consultant who has a disqualifying criminal history to provide services under this Contract. A disqualifying criminal history for this Contract includes a conviction for a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under TEC Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or who has been convicted of one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above. If during the period County is performing services under this Contract either the County or the Academy receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this Contract, County shall prohibit the employee or approved consultant from providing services under this Contract. In addition, whenever such updated criminal history information is received by County, County shall notify the Academy of same within three (3) business days following receipt of the information.

5.3 County shall maintain at all times a current and accurate list of all covered employees performing services under this contract (as updated from time to time, the "List of Covered Employees") which contains the following information for each covered employee: (i) full name; and (ii) Texas driver's license or other identification number.

5.4 Prior to the performance of any services under this contract by an employee of County or any approved consultant, County shall deliver to the Academy (i) County's duly completed and executed original certification on the applicable form attached hereto as Attachment A ; and (ii) for each approved consultant under this contract contracting directly with County (each a

may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing and executed by both Parties.

- 7.6 Records. Each Party shall maintain all records and documentation pertaining to this Contract and make such records available to the other Party for a period of three (3) years after termination of this Agreement or the resolution of any problems or issues, whichever occurs later. Each Party will provide reasonable access to such records to the other Party for as long as the records are retained.

8.0 NOTICE

8.1 Except where oral notice is specifically allowed under this Contract, any notice provided hereunder by either party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service. The notice will be deemed given on the day the notice is received. Notices must be delivered to the following addresses or at such addresses as may be later designated in writing. Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

For Academy:

David Nowlin – Superintendent
T.A. Unlimited Incorporated
Texas Empowerment Academy
3613 Bluestein Dr.
Austin, TX 78721

For County:

The address for County for all notices and purposes under this Contract shall be:

Sherri Fleming
County Executive
Travis County Health and Human Services
P.O. Box 1748
Austin, TX 78767

With Copies To:

David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, TX 78767

ATTACHMENT A

Criminal History Record Certification Form

Travis County, through Travis County Health and Human Services and Veterans Services (“Contractor”), and the Texas Empowerment Academy (the “Academy”) have entered into this agreement on the date all parties fully executed this agreement (the “Contract”). This Contractor Certification is provided to the Academy in accordance with Paragraph 5.4 of the Contract.

On behalf of the Contractor, I certify to the Academy that:

Contractor has obtained the criminal history record information from a finger-print based search through the Texas Department of Public Safety relating to each of its covered employees providing services under this Contract, as defined in Paragraph 5.1 of the Contract. None of the covered employees employed by Contractor performing services under the Contract has a disqualifying criminal history under Paragraph 5.2 of the Contract.

Date:

Signature

Printed Name:

Title:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
County of Travis	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
314 West 11th Street	
City, state, and ZIP code	
Austin, TX 78767	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : :
OR
Employer identification number
74 : 6000192

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

**PROFESSIONAL SERVICES CONTRACT
BETWEEN BOYS & GIRLS CLUBS
AND TRAVIS COUNTY
FOR AFTERSCHOOL YOUTH ENRICHMENT SERVICES**

This Contract for Afterschool Youth Enrichment Services through the Travis County 4-H Capital Project ("Contract") is entered into by and between Boys and Girls Clubs of the Austin Area, a nonprofit organization ("BGCAA") and Travis County, Texas, a political subdivision of the State of Texas ("County"), referred to collectively as "Parties".

WHEREAS, BGCAA seeks to provide services for youth development during after school hours; and

WHEREAS, County is authorized to provide certain services to qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws; and seeks to provide Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County;

WHEREAS, BGCAA and County desire to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 COUNTY RESPONSIBILITIES

1.1 County agrees to provide qualified youth with Capital 4-H Project activities that focus on science, engineering and technology at dates and times upon mutual agreement of the parties.

1.2 County agrees to provide the Capital 4-H Project activities at the following locations:

- | | |
|--|--------------------|
| 1.2.1 Cook Elementary School: | 3 classes per week |
| 1.2.2 Overton Elementary School: | 2 classes per week |
| 1.2.3 McBee Elementary School: | 2 classes per week |
| 1.2.4 Wooldridge Elementary School: | 3 classes per week |
| 1.2.5 Burnet Middle School: | 2 classes per week |

1.3 County agrees to provide a copy of its W-9 tax form.

2.0 COMPENSATION, BILLING AND PAYMENT

- 2.1 Fee. BGCAA agrees to pay County for the services provided pursuant to the terms of this Contract at a rate of \$32.00 per hour, limited to a total payment for the contract term not to exceed \$13,440.00.
- 2.2 Invoicing. County shall invoice BGCAA on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:
 - 2.2.1 Invoice Number
 - 2.2.2 Location and Dates of Service
 - 2.2.3 Class length for each date(hours per class)
 - 2.2.4 Total Hours for the Month
 - 2.2.5 Hourly rate
- 2.3 Timely Payment. The BGCAA shall pay County upon receipt of invoice, and no later than thirty (30) days from such receipt.

3.0 TERM

- 3.1 Term of Contract. The Initial Term of this Contract shall begin on the day all parties fully execute this Contract and shall continue through July, 31, 2013, unless sooner terminated as provided herein.
- 3.2 Term of Renewal. Subject to continued funding by the BGCAA, this Contract shall thereafter automatically renew on August 1st of each year for succeeding terms of one year, unless sooner terminated as provided herein. Any automatic renewal will be with the understanding that all terms and conditions remain unchanged unless the Contract is specifically amended pursuant to Section 5.5 of the Contract.

4.0 TERMINATION

- 4.1 Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.
- 4.2 BGCAA acknowledges and agrees to pay County just and equitable compensation for any satisfactory work completed prior to the date of termination.

5.0 GENERAL PROVISIONS

- 5.1 Law and Venue. This Contract will be governed by the laws of the State of Texas. All obligations under this Contract will be performable in Travis County, Texas and it is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County, Texas.
- 5.2 Immunity. Neither Party waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Contract and performance of the functions and obligations described herein.
- 5.3 Legal Requirements. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Contract. This Contract is subject to all applicable present and future valid laws governing the programs applicable to school districts and/or counties. In the event that any of the Parties hereto are required by law or regulation to perform any act inconsistent with this Contract, or to cease performing any act required by this Contract, this Contract shall be deemed to have been modified to conform with the requirements of such law or regulation.
- 5.4 Entire Agreement. All written or oral agreements between the Parties related to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.
- 5.5 Amendments. If changed conditions are encountered during the term of this Contract, or the Parties desire to make any changes, the Contract may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing and executed by both Parties.
- 5.6 Records. Each Party shall maintain all records and documentation pertaining to this Contract and make such records available to the other Party for a period of three (3) years after termination of this Agreement or the resolution of any problems or issues, whichever occurs later. Each Party will provide reasonable access to such records to the other Party for as long as the records are retained.

6.0 NOTICE

6.1 Except where oral notice is specifically allowed under this Contract, any notice provided hereunder by either party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service. The notice will be deemed given on the day the notice is received. Notices must be delivered to the following addresses or at such addresses as may be later designated in writing. Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

For BGCAA:

Mark Kiester
Chief Executive Officer
Boys & Girls Clubs of the Austin Area
5507 N IH-35 Suite 400
Austin, TX 78723

For County:

The address for County for all notices and purposes under this Contract shall be:
Sherri Fleming
County Executive
Travis County Health and Human Services
P.O. Box 1748
Austin, TX 78767

With Copies To:

David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, TX 78767

IN WITNESS WHEREOF, the parties have executed this Contract as of the date(s) set forth below. The effective date of this Contract shall for all purposes be the date of the execution of the last to sign, whether BGCAA or County.

Boys and Girls Clubs of the Austin Area

By: 

Name: Mark A. Kiester

Title: Child Executed

Date: 8/20/12

TRAVIS COUNTY, TEXAS:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

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

Elected/Appointed Official/Dept. Head: Leslie Browder, 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:

Leslie Browder – Planning and Budget Office, (512)854-9106

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 2013

10/2/2012

OTHER
O1

Request by the Auditor's Office for an internally funded transition slot for a retiring Auditor Application Architect II working on SAP implementation

Page
1



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of the Commissioners Court

FROM: Bill Derryberry, Senior Planning and Budget Analyst

A handwritten signature in blue ink, reading "Wm. Derryberry", is written over the printed name of the sender.

DATE: September 26, 2012

SUBJECT: County Auditor's Office Transition FTE Slot

The County Auditor's Office is requesting a Transition FTE slot for a retiring Auditor Application Architect II (Pay Grade 29638) for the period from October 1, 2012 through January 31, 2013. This request has been approved by the District Judge's.

This individual is the main developer working on the data conversions from HTE to SAP. The ability to recruit for this position prior to go-live on January 2 for Phase II of the BEFIT project will help ensure success in supporting the 300 + Travis County existing specific development programs and allow for any necessary changes and enhancements after go-live.

PBO confirms that there is sufficient internal funding for the \$40,327 cost for this Transition FTE slot in the County Auditor Budget.

PBO recommends approval of this Transition FTE Slot for the October 1, 2012 through January 31, 2013 period funded internally within the existing FY 13 County Auditor budget. If you have any questions, please call me at 4-4741.

Cc: Nicki Riley, County Auditor
Christina Adair, BEFIT Project Manager, County Auditor
Leslie Browder, County Executive for Planning & Budget
Jessica Rio, Budget Director, PBO
Diane Poirot, HRMD Director
Todd Osburn, HRMD Compensation Manager

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
\$6,920,945			Beginning Balance
\$6,920,945	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$137,676)	Civil Courts – Drug Court Grant
(\$200,000)	Civil Courts Legally Mandated Fees – Attorney Fees & Other Court Costs
(\$220,074)	Criminal Courts – Veterans Court Grant
(\$42,497)	Criminal Courts – Bailiff to CPO transition Cost
(\$175,000)	Criminal Courts Legally Mandated Fees – Attorney Fees & Other Court Costs for Capital Ca
(\$12,714)	CSCD – MSS Adjustments
(\$36,000)	District Clerk – Collections Software
(\$20,000)	Emergency Services – Hazardous Materials Disposal
(\$250,000)	Facilities Management – Facilities Best Practices Review
(\$200,000)	General Administration – HUB Requirements Disparity Study (\$35,595 funds from State, res
(\$359,065)	Health & Human Services – Office of Children's Services Grant Match
(\$100,000)	Health & Human Services – PromoSalud Scholarships and Workforce Development
(\$150,000)	HRMD – Revised Tuition Reimbursement Policy
(\$25,885)	HRMD – ACC Internship Program
(\$83,182)	ITS – BEFIT Customer Support Analyst III
(\$60,000)	RMCR – Additional Postage
(\$1,000,000)	TCSO – Overtime
(\$217,241)	TCSO – Constable Staffing
(\$3,289,334)	Total Possible Future Expenses (Earmarks)
\$3,631,611	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
\$2,813,944			Beginning Balance
\$2,813,944	Current Reserve Balance		

Emergency Reserve Status (580120)

Amount	Dept Transferred Into	Date	Explanation
\$2,016,924			Beginning Balance
\$2,016,924	Current Reserve Balance		

Fuel & Utility Reserve Status (580130)

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

Planning Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
\$5,496,000			Beginning Balance
\$5,496,000	Current Reserve Balance		

Juvenile Justice TYC (580260)

Amount	Dept Transferred Into	Date	Explanation
\$418,959			Beginning Balance
\$418,959	Current Reserve Balance		

Smart Bldg. Facility Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
\$160,778			Beginning Balance
\$160,778	Current Reserve Balance		

IJS/FACTS Reserve Status (580160)

Amount	Dept Transferred Into	Date	Explanation
\$2,164,795			Beginning Balance
\$2,164,795	Current Reserve Balance		

Transition Reserve Status (580300)

Amount	Dept Transferred Into	Date	Explanation
\$101,889			Beginning Balance
\$101,889	Current Reserve Balance		

Reserve for State Cuts Status (580310)

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

Starflight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
\$1,001,050			Beginning Balance
\$1,001,050	Current Reserve Balance		

1115 Waiver Reserve Status (580200)

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

Interlocals Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$2,166,175			Beginning Balance
\$2,166,175	Current Reserve Balance		

Annualization Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$65,768			Beginning Balance
\$65,768	Current Reserve Balance		

Salary Savings Reserve Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$400,000			Beginning Balance
\$400,000	Current Reserve Balance		

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
\$57,195,853			Beginning Balance
\$57,195,853	Current Reserve Balance		



Travis County Commissioners Court Agenda Request

Meeting Date: 10/02/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget Office, 854-9726

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive
Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Travis County Eagle Resource Program in the Juvenile Probation Department;
- B. New contract with the Office of the Governor, Criminal Justice Division, for the Trauma Informed Assessment and Response Program in the Juvenile Probation Department; and
- C. Permission to use General Fund operating budget to continue the Parenting in Recovery program in Health and Human Services until a contract can be fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A and B are grant contracts with no match requirements. Item A extends the current grant for FY 2013, item B is a new grant to enhance the assessment and treatment for juveniles who have experienced trauma and are served by the Juvenile Probation Department.

Item C is is not a duplicate of last week's agenda item. HHS has two Parenting in Recovery Grant applications pending, the first extends the current grant until funds can be expended, the second is the new grant award for FY 2013. The Request last week was to continue the extension of the current grant, the request this week is to begin spending associated with the new grant for FY 2013.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no unusual or unbudgeted grant match requirements in these grants, nor an requirement to continue a specific level of service as a result of accepting the funding.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
Cheryl Aker

TRAVIS COUNTY

10/2/2012

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2013

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 #	
Contracts												
A	45	Travis County Eagle Resource Project	09/01/12 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	R	MC	5
B	45	Trama Informed Assessment and Response Program	09/01/12 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	R	MC	17

* Amended from original.

Dept.	Grant Title	Grant Term on Application	Cost	Operating Transfer	Total Request	Filled FTE	PTC Expiration Date	Notes	Auditor's Assessment	Page #	
Permission to Continue											
C	158	Parenting in Recovery (PIR)	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	\$0	12/31/2012	R	EC	30

PBO Notes:

- R - PBO recommends approval.
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed.

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

FY 2013 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, 2012, 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
			\$0	\$0	\$0	\$0	\$0	-	

*Amended from original agreement.

FY 2013 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, 2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
			\$0	\$0	\$0	\$0	\$0	0.00	

*Amended from original agreement.

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request					
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	N/A	No
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	N/A	No
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	\$25,630	\$0	\$25,630	2.00	10/31/2012	8/28/2012	N/A	No
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	N/A	No
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	\$13,747	\$0	\$13,747	1.00	11/30/2012	8/28/2012	N/A	No
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	N/A	No
158	Parenting in Recovery (PIR)	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	N/A	No
Totals			\$191,659	\$0	\$191,659	8.00				

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
Phone Number:	854-7046	

Grant Title:	Travis County Eagle Resource Project				
Grant Period:	From:	09/01/2012	To:	08/31/2013	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Office of the Governor, Criminal Justice Division				
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>			
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>			
Originating Grantor:	U.S. Department of Justice				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	0	0	0	0	0
Operating:	\$29,343	0	0	0	\$29,343
Capital Equipment:	0	0	0	0	0
Indirect Costs:	\$587	0	0	0	\$587
Total:	\$29,930	0	0	0	\$29,930
FTEs:	0	0.00	0	0.00	0

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

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

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Average length of stay in job skills programming	60	37	n/a	n/a	n/a	60
Number of program youth served	85	39	n/a	n/a	n/a	85
Number of youth completing program requirements	50	25	n/a	n/a	n/a	50
Number of staff with increased knowledge of program area	85	84	n/a	n/a	n/a	85
Number of youth exhibit increase in employment opportunities	50	25	n/a	n/a	n/a	50
Measures For Grant						
Average length of stay in job training program (in days).	60	37	n/a	n/a	n/a	60
Outcome Impact Description	To provide effective programming over a period of time to increase youths' skill sets.					
Number of program materials developed.	20	4	n/a	n/a	n/a	20
Outcome Impact Description	To provide diverse and continuous vocational and educational programs available to youth.					
Number of program youth served.	85	39	n/a	n/a	n/a	85
Outcome Impact Description	Youth with a minimum of one adjudication and 15-17 years old will benefit from vocational programs/education when they successfully reenter into the community.					
Number of program youth completing program requirements.	50	25	n/a	n/a	n/a	50
Outcome Impact Description	Youth completing the program will have the skills necessary to apply for employment.					
Number of program youth employed.	15	0	n/a	n/a	n/a	15
Outcome Impact Description	Youth completing the program with the skills necessary to obtain employment.					
Number of program youth exhibiting an increase in obtaining a GED.	6	4	n/a	n/a	n/a	6
Outcome Impact Description	Once back in the community, youth are better conditioned to attend classes to complete the required courses.					
Number of program youth who offend or reoffend.	2	n/a	n/a	n/a	n/a	2
Outcome Impact Description	To increase community safety.					

Number of program youth exhibiting an increase in job skills.	50	25	n/a	n/a	n/a	50
Outcome Impact Description	To increase the likelihood of youth obtaining employment and a reduction of youth recidivating.					

PBO Recommendation:

The Juvenile Probation department is requesting Commissioners Court approval of the award of the FY 13 continuation of the the Travis County Eagle Resource Project Grant, through the Office of the Governor, Criminal Justice Division (OOG). The grant funds a project within the department that enhances vocational and life skills opportunities for juveniles that reside in the department's Intermediate Sanctions Center that are in the process of re-integrating back into the community.

This grant is the third year of a three-year project. The grant does not require a county match and there are no long term County funding requirements for the grant.

PBO recommends approval.

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

The Travis County Eagle Resource Project goal is to enhance and expand a continuum of vocational and life skills opportunities to 15-17 year old juveniles that reside in our ISC program and re-integrating back in the community. This continuation grant is the third year of a declining three year project.

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

There are no long term County funding requirements of this grant.

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

No county match is required.

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

2% indirect cost for \$587.

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

The Department intends to request subsequent year continuation funding for the contractual services through proposals submitted to the Federal and State government, as well as private foundations. The Court will have an opportunity in the future to invest in the Travis County Eagle Resource program.

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

N/A.

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

The department intends to assess risks and needs of the youth and provide a wraparound of services to address their education, vocational, counseling, and housing needs in order to foster successful re-integration back to the community; while at the same time increase public safety and reduce recidivism.



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: Aerin Toussaint, PBO
Budget Analyst

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

THROUGH: *Maya Duff*
Maya Duff
Program Coordinator

SUBJECT: Approval of Contract Award to Continue Travis County Eagle Resource Project

DATE: September 17, 2012

The Office of the Governor has awarded continued funding to Travis County Juvenile Probation through the Travis County Eagle Resource Project in the amount of \$29,930.

The goal of the Eagle Resource Project is to enhance and expand a continuum of vocational and life skills opportunities to 15-17 year old juveniles that reside in our ISC program and re-integrating back in the community. This continuation grant is the third year of a declining three year project.

Please review this item and place it on the **October 2, 2012** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Lisa Eichelberger
Darryl Beatty
Cory Burgess
Ena Brent
Sylvia Mendoza
Michael Williams
Grant File



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 05, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704-5513

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: SF-13-J20-23135-03 **CFDA or State ID:** 00.421
Program Fund: SF-State Criminal Justice Planning (421) Fund
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Travis County Eagle Resource Project
Grant Period: 09/01/2012 - 08/31/2013
Liquidation Date: 11/29/2013
Date Awarded: September 05, 2012
CJD Grant Manager: Cheryl Charlet

CJD Award Amount: \$29,930.00
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$29,930.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 05, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://cjdonline.governor.state.tx.us>:

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Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjidonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

(4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.

(5) Time should be recorded to the nearest quarter hour.

(6) Grantee records must include a clear calculation in how the overtime was computed.

(7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
Phone Number:	854-7046	

Grant Title:	Trauma Informed Assessment and Response program		
Grant Period:	From:	09/01/2012	To: 08/31/2013
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division		
Will County provide grants funds to a subrecipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	U.S. Department of Justice		

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	\$33,888	0	0	0	\$33,888
Operating:	\$155,000	0	0	0	\$155,000
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	\$3,778	0	0	0	\$3,778
Total:	\$192,666	\$0	0	\$0	\$192,666
FTEs:	0.50	0.00	0	0.00	0.50

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

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

Performance Measures Applicable Depart. Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
		12/31/11	3/31/12	6/30/12	9/30/12	
Number of program youth referred	n/a	n/a	n/a	n/a	n/a	2250
Number of program youth screened/assessed	n/a	n/a	n/a	n/a	n/a	2075
Number of program youth served	n/a	n/a	n/a	n/a	n/a	100
Number of program youth with formal psychological/psychiatric evaluations	n/a	n/a	n/a	n/a	n/a	100
Measures For Grant						
Number of program youth completing program requirements	n/a	n/a	n/a	n/a	n/a	53
Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.					
Number of youth complying with an aftercare plan	n/a	n/a	n/a	n/a	n/a	53
Outcome Impact Description	To increase the supervision success rate for juveniles with a trauma-based diagnosis.					
Number of program youth exhibiting a decrease in antisocial behavior	n/a	n/a	n/a	n/a	n/a	64
Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.					
Number of program youth exhibiting a decrease in substance use	n/a	n/a	n/a	n/a	n/a	58
Outcome Impact Description	To improve access to substance abuse treatments and related services that will address the juveniles' exposure to trauma.					
Number of program youth exhibiting an improvement in family relationships	n/a	n/a	n/a	n/a	n/a	55
Outcome Impact Description	To improve family functioning through access to therapeutic services that will address the juveniles' exposure to trauma.					
Number of program youth exhibiting an improvement in social competencies	n/a	n/a	n/a	n/a	n/a	59
Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.					
Number of program youth who offend or reoffend	n/a	n/a	n/a	n/a	n/a	30
Outcome Impact Description	To increase community safety.					

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a new grant with the Office of the Governor, Criminal Justice Division, to create a trauma-informed infrastructure that will help identify youth who have been exposed to trauma and provide intervention services for these individuals. Travis County Juvenile Probation Department estimates that more than 60% of youth involved in the juvenile justice system nationwide have experienced some form of trauma. The program will leverage the existing collaborative efforts between TCJPD, CPS, and CASA, and will enhance services provided to youth from the COPE Mental Health Court and CPS Crossover Unit.

This grant will pay for a 0.5 FTE licensed counselor/therapist position, and create contracts with CASA of Travis County and a local psychiatrist.

There is no cash match required for this grant.

PBO recommends approval of the request.

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

The goal of the newly created program (Trauma Informed Assessment and Response) is to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth from the COPE Mental Health Court and CPS Crossover Unit will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs.

There are two objectives of this program. One is to improve outcomes for youth with identified mental health needs by diagnosing trauma and providing specific treatment and targeted services to meet those needs. A more rigorous mental health assessment process will identify a larger number of youth who have experienced trauma. Another objective is to leverage the existing collaborative efforts between TCJPD, CPS, and CASA for youth with trauma-based mental health disorders. Collaboration between these agencies will allow the program to provide more intensive services to address the needs of these youth.

The grant will pay for a newly hired .50 FTE senior counselor and/or therapist (licensed), who will be paid solely out of this grant, a contract with CASA of Travis County to provide a guardian *ad litem* for program participants, a contract with Dr. Casey O'Neal to provide intensive psychological and/or psychiatric evaluations, and traditional and alternative therapeutic services to program participants for a total cost of \$192,666.

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

There are no long term County funding requirements of this grant.

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

No match is required.

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

2% indirect cost for \$3,778

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

The Department intends to request subsequent continuation funding for personnel, contractual, and services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the staff positions as well as other areas of Special Services Division.

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

The Travis County Juvenile Probation Department (TCJPD) works with a significant number of youth who have been identified as having mental health issues. In State FY10, there were 2,862 juveniles referred to TCJPD, representing 5,439 referrals. Of the 2,535 youth screened, it was determined that 31% (780) had a mental health need. A more intensive assessment was conducted with 67% (525) of these youth. Of those assessed, 20% received a trauma-based diagnosis (e.g., neglect, sexual abuse, physical abuse, and post-traumatic stress disorder). However, it is estimated that more than 60 percent of youth involved in the juvenile justice system nationwide have experienced some form of trauma. With enhanced trauma-based tools, we anticipate the number of Travis County Juvenile Probation youth properly identified as having a trauma-based diagnosis will increase substantially. Better assessment and diagnosis will allow for more targeted recommendations and interventions. Youth with a history that includes trauma have more complex needs and require therapeutic services to specifically address their exposure to trauma. Youth with an identified mental health need, including those who have experienced trauma, have a higher rate of recidivism (30%) than those without an identified need (24%). This new program will service youth who are being supervised in the COPE Mental Health Court and the CPS Crossover Unit by incorporating collaboration with CASA of Travis County, which will help to better serve our population.

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

The Travis County Commissioner's Court approved the community plan, entitled--"Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015," on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses priority C from the juvenile justice section. Priority C states: "Travis County is in need of services and programming

for youth with mental health/co-occurring disorders and substance abuse problems." To address this priority, the Trauma Informed Assessment and Response program will collaborate with service providers, non-profits, and multiple units within TCJPD to maximize resources, improve quality of services and outcomes, and reduce justice system involvement for youth experiencing mental health/co-occurring disorders and substance abuse problems associated with exposure to trauma.



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: Aerin Toussaint, PBO
Budget Analyst

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Maya Duff
Maya Duff
Grant Coordinator

SUBJECT: Approval of Contract Award for Trauma Informed Assessment and Response program

DATE: September 18, 2012

The Office of the Governor has awarded funding to Travis County Juvenile Probation through the Trauma Informed Assessment and Response program in the amount of \$192,666.

This funding will be used to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth supervised by the COPE Mental Health Court and the CPS Crossover Unit will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs.

Please review this item and place it on the **October 2, 2012** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Britt Canary
Barbara Swift
Gail Penney-Chapmond
Linda Duke
Dr. Daniel Hoard
Chris Saucedo
Sylvia Mendoza
Michael Williams
Lisa Eichelberger
Grant File





State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 05, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704-5513

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://cjdonline.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: SF-13-J20-25772-01 **CFDA or State ID:** 00.421
Program Fund: SF-State Criminal Justice Planning (421) Fund
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Trauma Informed Assessment and Response
Grant Period: 09/01/2012 - 08/31/2013
Liquidation Date: 11/29/2013
Date Awarded: September 05, 2012
CJD Grant Manager: Cheryl Charlet

CJD Award Amount: \$192,666.00
Grantee Cash Match: \$0.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$192,666.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 05, 2012

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Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://cjdonline.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://cjidonline.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

- (1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
- (2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
- (3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

- (4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
- (5) Time should be recorded to the nearest quarter hour.
- (6) Grantee records must include a clear calculation in how the overtime was computed.
- (7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at <http://www.onestarfoundation.org/page/registration/>.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at <http://www.onestarfoundation.org/page/org-profile>. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism;
- and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw, Contract Compliance Specialist	
Phone Number:	854-4277	

Grant Title:	Parenting in Recovery (PIR)		
Grant Period:	From: 9/30/12	To: 9/29/14	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	U.S. Dept. of Health and Human Services, Administration for Children and Families		
Will County provide grants funds to a subrecipient?	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	75,206		74,580		149,786
Operating:	424,794		139,706		564,500
Capital Equipment:	0		0		\$0
Indirect Costs:	0		0		\$0
Total:	500,000		214,286		714,286
FTEs:	1		1		2

(Grant Funds: TCHHSVS has applied for a two-year grant extension at \$500,000 per year from the U.S Dept. of Health and Human Services. These funds will be used for an attorney position in the Travis County Office of Child Representation; a Child Therapist located at Austin Travis County Integral Care; substance abuse treatment, wraparound supports, and housing for PIR participants; and data collection and program evaluation services.)

(County Contribution: The \$74,580 will come from the PIR Project Director's salary and benefits. The \$139,706 will come from the funds provided by TCHHSVS for specialized services for children and parents enrolled in the PIR program.)

Permission to Continue Information					
Funding Source (Account number)	Personnel Cost	Operating Transfer	Estimated Total	Filled FTE	PTC Expiration Date
	0	0	\$0	0.00	
Use of General Fund Operating Budget for Grant Operating Expenditures					
FROM: Cost Center: 1580190001 Account: 511300		TO: Grant Number: 800079 I/O Number: 100148 Cost Center: 1580190001 Accounts: 511124 (\$ 712) 511300 (\$1,000) 511441 (\$ 43)		\$1,755 (Funding for one day of services – 9/30/12 – in FY'12)	
FROM: Cost Center: 1580500001 Account: 511310		TO: Grant Number: 800079 I/O Number: 100148 Cost Center: 1580190001 Accounts: 511124 (\$26,380) 511300 (\$31,500) 511441 (\$ 3,871) 511890 (\$ 21,250)		\$83,001 (Funding for 3 months of services – Oct., Nov., Dec. – in FY'13)	

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

Performance Measures	Projected FY 13 Measure	Progress To Date:				Projected FY 14 Measure
		12/31/12	3/31/13	6/30/13	9/30/13	
Applicable Depart. Measures						
Number of clients receiving substance treatment services	250					250
Number of families involved with child welfare completing service plan goals	90					90
Number of new children entering care	275					275
Measures For Grant						

Percentage of children who had an initial occurrence and/or recurrence of substantiated/indicated child maltreatment within 6, 12, 18 and 24 months after enrolling in the RPG program.	35%					35%
Outcome Impact Description	Reduces the number of incidences of child maltreatment in our community.					
Percentage of children identified as at risk of removal from the home who are able to remain in the custody of a parent or caregiver through case closure.	50%					50%
Outcome Impact Description	Reduces the number of children placed in the foster care system due to parental substance abuse.					
Percentage of parents or caregivers who were able to access timely and appropriate substance abuse treatment as calculated by number of days between program entry and treatment entry (10 days).	80%					80%
Outcome Impact Description	Parents and caregivers with early access to substance dependence treatment are projected to have improved outcomes as it relates to establishing and maintaining sobriety.					

PBO Recommendation:

HHS is requesting approval to use General Fund resources to continue operating the Parenting in Recovery Program until such time as the department can execute a contract. This request covers a new contract that will allow HHS to extend the Parenting in Recovery Program for two additional years and will provide an additional \$500,000 in federal funding.

HHS expects to receive notification of the grant award between September 26th and 28th. If the notice is not received by the 28th or the notice indicates that the grant will not be awarded, PBO will pull this item from the Commissioners Court’s agenda.

At this time, with the expectation that this new grant application will be approved, PBO recommends approval of this permission to use General Fund resources.

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

The Parenting in Recovery (PIR) project provides a flexible, comprehensive continuum of services for families in the child welfare system as a result of methamphetamine or other substance dependence. The primary objective of the Parenting in Recovery project is to keep

families together in the community while they receive an individualized set of interventions and supports that promote sustained recovery and independent functioning.

TCHHSVS has submitted an application for a two-year extension at \$500,000 per year to the U.S. Department of Health and Human Services (USDHHS). TCHHSVS expects to hear whether or not this application is approved by 9/28/12. This request for permission to use General Fund money will cover the last day of operations in FY'12 as well as the first three months of FY'13. PIR has a 58% success rate which is above the national average of 50%. This gives the project a good chance of receiving the two-year extension.

If the two-year extension is not approved, a separate request submitted to USDHHS for a no cost extension to use an estimated \$120,483 in unspent FY'12 grant funds in FY'13 should be. If neither request is approved, TCHHSVS plans to pursue utilizing the \$74,065 for the PIR Project Director's salary and benefits as well as \$285,000 for substance abuse treatment and recovery supports recommended by the Travis County Planning and Budget Office to be taken from Allocated Reserves in the FY'13 budget to sustain the project.

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

If the two-year extension is approved, then TCHHSVS is responsible for providing a \$214,286 match in year one and a \$269,231 match in year two. The match for both years will come from a combination of the salary and benefits for the PIR Project Director and from the funds provided by TCHHSVS for substance abuse treatment and recovery supports for parents enrolled in the PIR program. (PBO has recommended the salary and benefits for the PIR Project Director position and the funds for substance abuse treatment and recovery supports be earmarked on allocated reserve for FY'13.)

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.
See answer to question #2.

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

TCHHSVS did not request any indirect costs because at the time the application for a two-year extension was submitted it was under the impression that Travis County did not have a federally approved indirect cost rate. PBO has since sent out an email stating that all grant applications should include indirect costs except in instances where the grantor specifically forbids them.

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

No. Grant partners will identify the funding for treatment and flexible services potentially through increased City/County funding to the existing ATCIC SAMSO and SOC contracts to serve this population. TCHHSVS has submitted a budget request for FY'13 to support the

continued substance abuse treatment and recovery supports along with the project director position. Additional funding for substance abuse treatment will come from State and Medicaid resources for eligible clients. As part of the extension request, PIR was required to demonstrate a viable sustainability plan. The chart below illustrates the current aspects of the project sustained by the community partners.

Partner	Contribution
DFPS (Child Protective Services)	Dedicated CPS Unit: 1 Supervisor, 3 Investigators, 2 Caseworkers
District Attorney Office	Dedicated Assistant District Attorney
District Court	Dedicated Associate Judge, Courtroom space and staff
District Court	Funding for attorneys to represent PIR parents
Austin Recovery	Dedicated staff member to support PIR participants
TCHHSVS	Project Director - \$74,065 in salary and benefits
TCHHSVS	\$285,000 in funding for substance abuse treatment and recovery supports

In addition to these dedicated resources, PIR has developed working agreements with several community providers such as Lone Star Circle of Care, Manos de Cristo, and MedSavers. These agreements facilitate both the prioritization and a cost reduction for PIR participants. The collaboration that supports PIR defined their roles and responsibilities through a signed charter and the establishment of operations and advisory committees.

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

N/A

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

This program is in line with the services currently offered by the Office of Children Services within TCHHSVS. The relevant departmental performance measures are included in this summary.



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

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

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget *LB*

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 \$1,542,453.05, for the period of September 14 to September 20, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,542,453.05.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,542,453.05

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Diane Blankenship, 854-9170

Jessica Rio, 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: October 2, 2012

TO: Members of the Travis County Commissioners Court

FROM: John Rabb, Benefits Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: September 14, 2012 to September 20, 2012

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,542,453.05

HRMD RECOMMENDATION: The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$1,542,453.05

Please see the attached reports for supporting detail information.

TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
SEPTEMBER 14, 2012 TO SEPTEMBER 20, 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: October 2, 2012
 TO: Susan Spataro, County Auditor
 FROM: Norman McRee, HR Financial Analyst
 COUNTY DEPT. Human Resources Management Department (HRMD)

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

PERIOD OF PAYMENTS PAID:
 FROM: September 14, 2012
 TO: September 20, 2012

REIMBURSEMENT REQUESTED: \$ 1,542,453.05

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,784,064.10
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 25, 2012	\$ (1,255,762.81)
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ (0.13)
AJE Correction - Vision Payment 6/1/2012	\$ 16,866.79
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,542,453.05
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,542,453.05

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

All claims over \$25,000 (8 this week totaling \$863,325.66) 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 (\$108,200.91) 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 \$225,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life effective November 1, 2011. Cumulative fiscal year stop loss reimbursements from Sun Life total \$211,782.51.

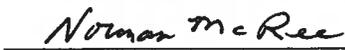
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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

 9/21/12
 Diane Poirot, Director, HRMD Date

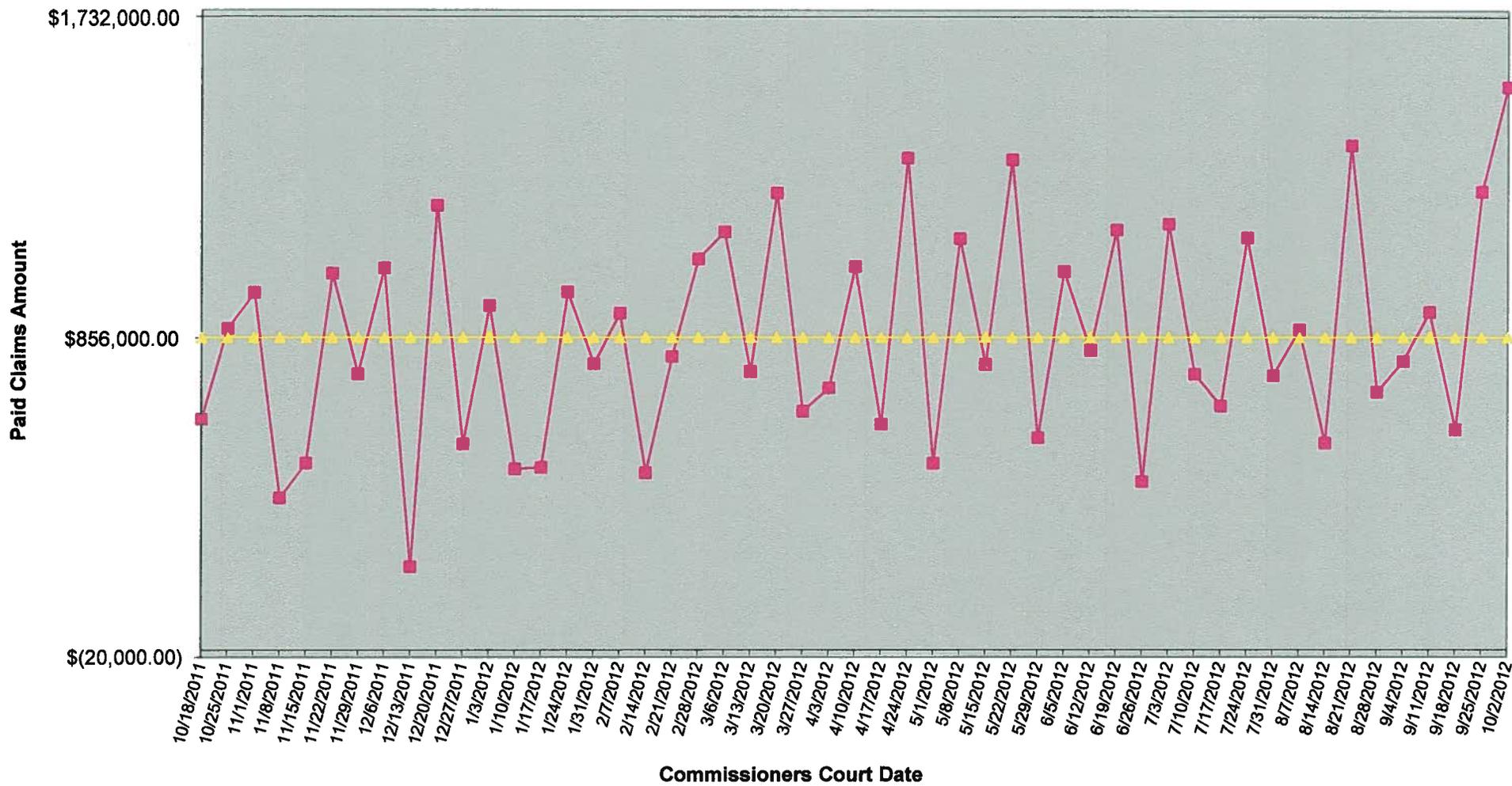
 9/21/12
 John Rabb, Benefits Manager Date

 9/21/12
 Cindy Purinton, Benefit Contract Administrator Date

 9/21/12
 Norman McRee, Financial Analyst Date

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

Travis County Employee Benefit Plan FY12 Paid Claims vs Weekly Claims Budget of \$856,615.23



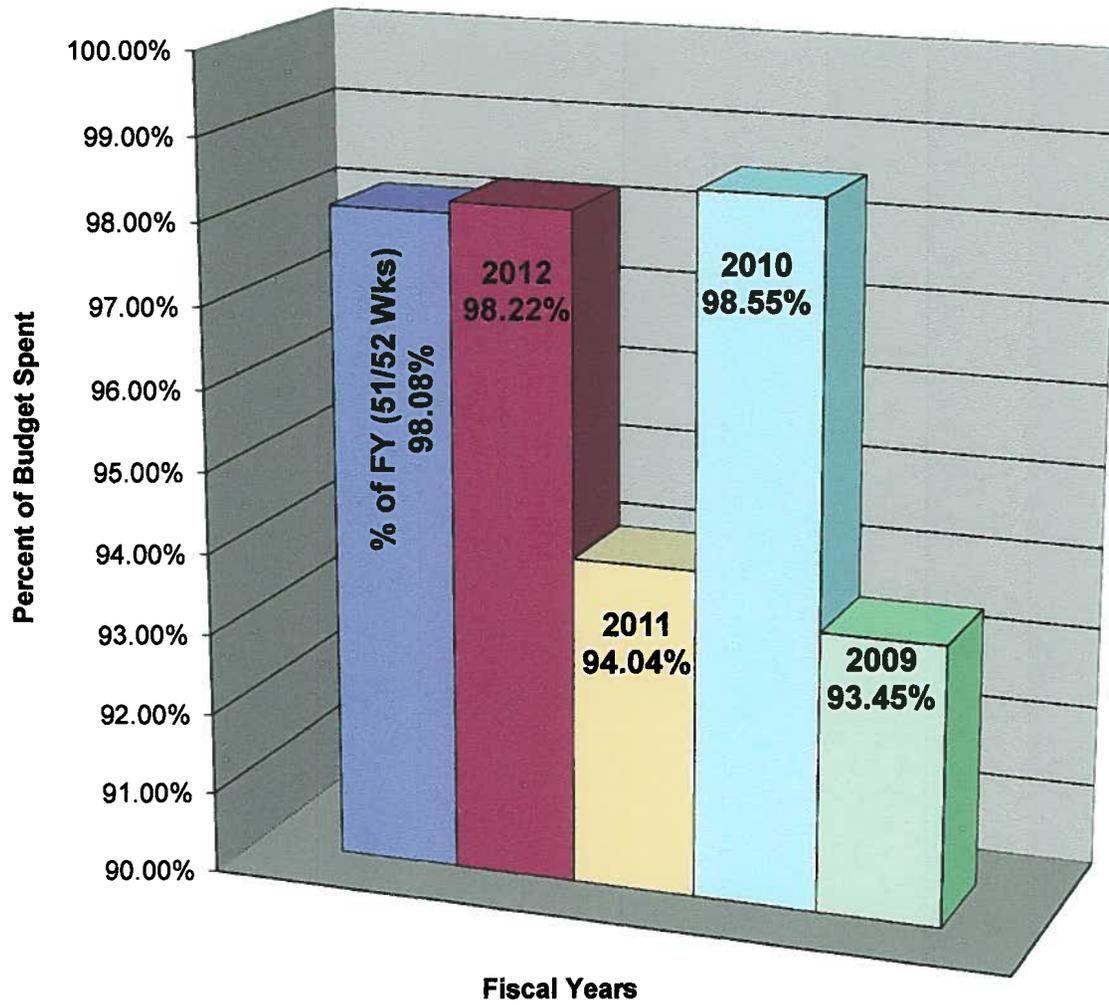
**Travis County Employee Benefit Plan
FY12 Weekly Paid Claims VS Weekly Budgeted Amount**

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%
16	1/13/2012	1/19/2012	1/31/2012	\$ 784,679.34	\$ 856,615.23	5	\$ 247,915.57	26.89%	28.64%
17	1/20/2012	1/26/2012	2/7/2012	\$ 923,174.33	\$ 856,615.23	1	\$ 43,848.52	28.96%	29.97%
18	1/27/2012	2/2/2012	2/14/2012	\$ 485,429.02	\$ 856,615.23	0	\$ -	30.05%	32.22%
19	2/3/2012	2/9/2012	2/21/2012	\$ 804,332.61	\$ 856,615.23	5	\$ 239,340.91	31.86%	33.66%
20	2/10/2012	2/16/2012	2/28/2012	\$ 1,070,701.34	\$ 856,615.23	1	\$ 112,390.12	34.26%	35.74%
21	2/17/2012	2/23/2012	3/6/2012	\$ 1,144,590.00	\$ 856,615.23	3	\$ 269,470.27	36.83%	37.01%
22	2/24/2012	3/1/2012	3/13/2012	\$ 763,227.16	\$ 856,615.23	2	\$ 152,289.82	38.55%	39.34%
23	3/2/2012	3/8/2012	3/20/2012	\$ 1,251,959.32	\$ 856,615.23	4	\$ 222,757.96	41.36%	41.06%
24	3/9/2012	3/15/2012	3/27/2012	\$ 654,180.98	\$ 856,615.23	1	\$ 27,512.35	42.83%	43.45%
25	3/16/2012	3/22/2012	4/3/2012	\$ 718,070.63	\$ 856,615.23	4	\$ 147,348.72	44.44%	45.18%
26	3/23/2012	3/29/2012	4/10/2012	\$ 1,049,553.56	\$ 856,615.23	2	\$ 65,033.32	46.79%	47.71%
27	3/30/2012	4/5/2012	4/17/2012	\$ 620,075.83	\$ 856,615.23	1	\$ 52,789.64	48.19%	49.31%
28	4/6/2012	4/12/2012	4/24/2012	\$ 1,347,518.33	\$ 856,615.23	4	\$ 251,686.20	51.21%	52.13%
29	4/13/2012	4/19/2012	5/1/2012	\$ 512,438.99	\$ 856,615.23	1	\$ 28,723.77	52.36%	53.14%
30	4/20/2012	4/26/2012	5/8/2012	\$ 1,126,915.90	\$ 856,615.23	2	\$ 93,065.85	54.89%	55.40%
31	4/27/2012	5/3/2012	5/15/2012	\$ 782,524.92	\$ 856,615.23	4	\$ 272,823.44	56.65%	56.70%
32	5/4/2012	5/10/2012	5/22/2012	\$ 1,343,226.16	\$ 856,615.23	4	\$ 169,781.89	59.66%	59.04%
33	5/11/2012	5/17/2012	5/29/2012	\$ 581,500.19	\$ 856,615.23	1	\$ 30,230.00	60.97%	60.53%
34	5/18/2012	5/24/2012	6/5/2012	\$ 1,036,119.69	\$ 856,615.23	1	\$ 25,818.58	63.30%	62.68%
35	5/25/2012	5/31/2012	6/12/2012	\$ 821,261.32	\$ 856,615.23	3	\$ 278,532.72	65.14%	63.69%
36	6/1/2012	6/7/2012	6/19/2012	\$ 1,150,995.87	\$ 856,615.23	2	\$ 113,030.61	67.72%	66.11%
37	6/8/2012	6/14/2012	6/26/2012	\$ 461,241.76	\$ 856,615.23	0	\$ -	68.76%	67.17%
38	6/15/2012	6/21/2012	7/3/2012	\$ 1,166,906.80	\$ 856,615.23	3	\$ 179,252.35	71.38%	70.70%
39	6/22/2012	6/28/2012	7/10/2012	\$ 755,828.07	\$ 856,615.23	5	\$ 168,237.16	73.07%	71.07%
40	6/29/2012	7/5/2012	7/17/2012	\$ 668,392.54	\$ 856,615.23	2	\$ 95,790.71	74.58%	73.00%
41	7/6/2012	7/12/2012	7/24/2012	\$ 1,129,219.55	\$ 856,615.23	4	\$ 171,162.10	77.11%	74.74%
42	7/13/2012	7/19/2012	7/31/2012	\$ 752,022.01	\$ 856,615.23	3	\$ 752,022.01	78.80%	76.85%
43	7/20/2012	7/26/2012	8/7/2012	\$ 877,981.66	\$ 856,615.23	0	\$ -	80.77%	78.15%
44	7/27/2012	8/2/2012	8/14/2012	\$ 566,966.63	\$ 856,615.23	1	\$ 37,162.68	82.04%	81.31%
45	8/3/2012	8/9/2012	8/21/2012	\$ 1,381,884.98	\$ 856,615.23	3	\$ 327,999.47	85.14%	82.68%
46	8/10/2012	8/16/2012	8/28/2012	\$ 705,900.25	\$ 856,615.23	3	\$ 129,874.51	86.73%	85.37%
47	8/17/2012	8/23/2012	9/4/2012	\$ 789,438.05	\$ 856,615.23	0	\$ -	88.50%	86.80%
48	8/24/2012	8/30/2012	9/11/2012	\$ 925,761.12	\$ 856,615.23	2	\$ 275,549.48	90.58%	89.21%
49	8/31/2012	9/6/2012	9/18/2012	\$ 603,445.04	\$ 856,615.23	2	\$ 99,679.65	91.93%	90.40%
50	9/7/2012	9/13/2012	9/25/2012	\$ 1,255,762.81	\$ 856,615.23	3	\$ 89,016.78	94.75%	92.70%
51	9/14/2012	9/20/2012	10/2/2012	\$ 1,542,453.05	\$ 856,615.23	8	\$ 1,542,453.05	98.22%	94.04%

Paid & Budgeted Claims to Date	\$ 43,749,721.35	\$ 43,687,376.77
Paid Claims less Total Weekly Budget		\$ 62,344.58

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

Comparison of Claims to FY Budgets Week 51



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Norman McRee

From: SIFSAX@UHC.COM
Sent: Friday, September 21, 2012 12:45 AM
To: Norman McRee
Subject: UHG FUNDING NOTIFICATION

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: 2012-09-21 REQUEST AMOUNT: \$2,784,064.10

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-09-20 \$69,227.49-
 - REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$2,737,268.49

+ CURRENT DAY NET CHARGE: \$46,795.61
 + FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$2,784,064.10

ACTIVITY FOR WORK DAY: 2012-09-14

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$36,082.72	\$00.00	\$36,082.72
5972	\$08.60-	\$00.00	\$08.60-

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_09_20

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	0.01	QG	11143831	AH		8	9/17/2012	100	9/19/2012	9/20/2012
701254	632	-3.21	QG	10673613	AH		1	12/30/2011	50	9/18/2012	9/20/2012
709445	5972	-8.6	QG	80863130	AA		1	9/11/2012	50	9/17/2012	9/20/2012
701254	632	-11.72	QG	70544415	AH		8	10/24/2011	50	9/18/2012	9/20/2012
701254	632	-13.39	QG	70421568	AH		7	8/15/2011	50	9/18/2012	9/20/2012
701254	632	-13.39	QG	70667506	AE		9	12/29/2011	50	9/18/2012	9/20/2012
701254	632	-13.43	QG	2052671	AF		11	9/16/2012	50	9/21/2012	9/20/2012
701254	632	-20	QG	71001894	AE		8	7/2/2012	50	9/18/2012	9/20/2012
701254	632	-25	QG	91492364	AH		1	9/11/2012	50	9/17/2012	9/20/2012
701254	632	-25	QG	91492364	AH		2	9/11/2012	50	9/17/2012	9/20/2012
701254	632	-41.84	QG	20933151	AH		11	9/15/2012	50	9/21/2012	9/20/2012
701254	632	-63.01	QG	91081324	AE		6	1/30/2012	50	9/18/2012	9/20/2012
701254	632	-75	QG	21034408	AH		11	9/15/2012	50	9/21/2012	9/20/2012
701254	632	-101.35	PH	73152660	AE		8	9/11/2012	50	9/17/2012	9/20/2012
701254	632	-110.4	QG	10673613	AH		1	12/30/2011	50	9/18/2012	9/20/2012
701254	632	-228.82		28 8025500	AA		7	9/18/2012	50	9/21/2012	9/20/2012
701254	632	-241.45	PH	84235001	AA		4	6/20/2012	50	9/21/2012	9/20/2012
701254	632	-594.9	QG	50470054	AH		7	9/16/2012	50	9/21/2012	9/20/2012
701254	632	-5649.3	QG	91582807	AE		3	9/11/2012	50	9/17/2012	9/20/2012

1,542,453.05

9

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 09/20/2012

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

Travis County - Employee Health Benefits Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 9/20/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 701,047.23
	RR	1110068956	516110	\$ 2,024.80
			Total CEPO	\$ 703,072.03
EPO	EE	1110068956	516030	\$ 232,710.86
	RR	1110068956	516130	\$ 6,921.30
			Total EPO	\$ 239,632.16
PPO	EE	1110068956	516020	\$ 584,336.20
	RR	1110068956	516120	\$ 15,412.66
			Total PPO	\$ 599,748.86
			Grand Total	\$ 1,542,453.05



Travis County Commissioners Court Agenda Request

Meeting Date: 10/2/2012

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

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106 *LB*

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 – 5.

If you have any questions or comments, please contact Diane Poirot 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 Poirot, Human Resources Management Department, 854-9170

Leslie Browder, Planning and Budget Office, 854-9106

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

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



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

October 2, 2012

ITEM # :

DATE: September 21, 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: Leslie Browder, County Executive, Planning and Budget

FROM: Diane Poirot, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

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

LB/DP/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
Constable 5	41	Deputy Constable**	61 / Step 1 / \$49,686.62	61 / Step 1 / \$49,686.62
County Atty	129	Paralegal	18 / \$45,114.00	18 / \$45,114.00
County Clerk	50	Court Clerk Asst	11 / Level 3 / \$28,808.00	11 / Level 3 / \$28,808.00
JP Pct 2	14	Court Clerk I	13 / Minimum / \$30,238.83	13 / Minimum / \$30,238.83
JP Pct 2	60002	Accounting Clerk	12 / Minimum / \$28,262.42	12 / Minimum / \$28,262.42
Juvenile Probation	35	Food Svcs Mgr	16 / Level 1 / \$38,147.20	16 / Level 1 / \$38,147.20
Juvenile Probation	245	Juvenile Rsdntl Trt Ofcr I**	13 / Level 3 / \$32,968.00	13 / Level 3 / \$32,968.00
Juvenile Probation	353	Juvenile Detention Ofcr I**	13 / Level 3 / \$32,968.00	13 / Level 3 / \$32,968.00
Sheriff	1124	Counselor Sr	17 / Minimum / \$39,615.06	17 / Minimum / \$39,615.06
TNR	496	Hydrogeologist	22 / Midpoint / \$69,473.66	22 / Midpoint / \$69,473.66
TNR	563	Park Maint Worker*	9 / Level 5 / \$26,520.00	9 / Level 5 / \$26,520.00
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Comm Pct 3	20005	ACC Intern	98 / \$12.00	98 / \$12.00	02
County Atty	20002	Office Asst	10 / \$11.87	10 / \$11.87	02
County Atty	20003	Office Asst	10 / \$11.87	10 / \$11.87	02
County Atty	20013	Office Asst	10 / \$11.87	10 / \$11.87	02
County Atty	20016	Office Asst	10 / \$11.87	10 / \$11.87	02
County Atty	20017	Office Asst	10 / \$11.87	10 / \$11.87	02
County Atty	20018	Office Asst	10 / \$11.87	10 / \$11.87	02
County Atty	20022	Office Asst	10 / \$11.87	10 / \$11.87	02
County Atty	20023	Office Asst	10 / \$11.87	10 / \$11.87	02
* Regular to Temporary		**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).			

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
County Clerk	20053	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	20661	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23071	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	23076	Elec Clk Operations Clk II	10 / \$12.00	10 / \$12.00	02
County Clerk	50052	Office Asst	10 / \$11.87	10 / \$11.87	05
County Clerk	50058	Office Asst	10 / \$11.87	10 / \$11.87	05
HHS	50008	Interpreter Sign Language IV	22 / \$34.00	22 / \$34.00	05
Juvenile Probation	50163	Juvenile Detention Ofcr Asst*	12 / \$13.59	12 / \$13.59	05
Records Mang & Comm Resrc	20004	Law Librarian	17 / \$19.05	17 / \$19.05	02
Records Mang & Comm Resrc	20009	ACC Intern	98 / \$12.00	98 / \$12.00	02
TCCES	50026	Counselor	16 / \$17.80	16 / \$17.80	05
TNR	50059	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
TNR	50063	School Crossing Guard	11 / \$13.00	11 / \$13.00	05
* Regular to Temporary **Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Juvenile Probation	276	Juvenile Detention Ofcr I* / Grd 13	Juvenile Detention Ofcr II* / Grd 14	\$32,954.06	\$34,601.76	Career Ladder. Pay is between min and midpoint of pay grade.
Juvenile Probation	613	Juvenile Detention Ofcr II* / Grd 14	Juvenile Detention Ofcr III / Grd 15	\$32,859.42	\$34,608.50	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 134 / Attorney III / Grd 25 / \$68,095.87	District Atty	Slot 259 / Attorney III* / Grd 25 / \$68,095.87	Lateral transfer. Employee transferred to different slot, same position, different department, same pay grade, retains current pay.
County Atty	Slot 139 / Legal Secretary / Grd 15 / \$38,750.40	County Atty	Slot 146 / Paralegal / Grd 18 / \$42,382.08	Promotion. Pay is at minimum of pay grade.
District Atty	Slot 273 / Legal Secretary / Grd 15 / \$36,892.25	Juvenile Probation	Slot 109 / Administrative Assoc / Grd 16 / \$39,249.60	Promotion. Pay is between min and midpoint of pay grade.
Fac Mgmt	Slot 131 / Groundskeeper / Grd 8 / \$27,048.53	Fac Mgmt	Slot 63 / Groundskeeper Ld / Grd 10 / \$28,400.94	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 31 / Guardian Ad Litem II / Grd 18 / \$48,894.14	Juvenile Probation	Slot 591 / Guardian Ad Litem Sr / Grd 19 / \$51,338.84	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 172 / Office Spec Sr / Grd 13 / \$31,270.51	Juvenile Probation	Slot 116 / Legal Secretary / Grd 15 / \$34,608.50	Promotion. Pay is at minimum of pay grade.
Juvenile Probation	Slot 388 / Administrative Assoc / Grd 16 / \$41,011.15	Juvenile Probation	Slot 47 / Executive Asst / Grd 17 / \$44,366.40	Promotion. Pay is between min and midpoint of pay grade.
Sheriff	Slot 448 / Cadet* / Grd 80 / \$38,919.50	Sheriff	Slot 1922 / Security Coord / Grd 13 / \$33,883.20	Voluntary job change. Transition from Peace Officer Pay Scale (POPS) to Classified Pay Scale. Pay is between min and midpoint of pay grade.
Sheriff	Slot 1680 / Telecomm 911 Spec* / Grd 15 / \$37,726.83	Sheriff	Slot 1923 / Security Coord / Grd 13 / \$30,807.40	Voluntary job change. Pay is between min and midpoint of pay grade.
TNR	Slot 534 / Park Maint Worker / Grd 9 / \$33,143.97	TNR	Slot 187 / Park Maint Worker Sr / Grd 11 / \$34,801.16	Promotion. Pay is between midpoint and max 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
TNR	Slot 558 / Park Maint Worker / Grd 9 / \$32,242.50	TNR	Slot 555 / Park Maint Worker Sr / Grd 11 / \$33,854.62	Promotion. Pay is between midpoint and max of pay grade.
* Actual vs Authorized				

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: 10/2/2012

Prepared By/Phone Number: Donna Stirman 854-9165

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on annual Brown Santa 5K, Kid's K and Decker Challenge, Sunday December 9, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: The Wellness Committee and the Brown Santa 5K Race Committee request the same approvals granted by the Commissioners Court and the County Corporations that have been approved for the last eight years. Details are described in the attached memorandum.

STAFF RECOMMENDATIONS: Staff recommends approval of the eight motions listed in the attached memorandum.

ISSUES AND OPPORTUNITIES: Details are described in the attached memorandum.

FISCAL IMPACT AND SOURCE OF FUNDING: Funding from the Travis County Health Facilities Development Corporation has been earmarked to support the activities of the Wellness Committee. The Wellness Committee requests \$2,008.00 in Corporation funds to pay the hard costs associated with the Wellness Fair. Approval of this payment is being agendized separately as a Corporation agenda item. This amount is made up of the following:

- \$900.00 for rental of the Banquet Hall
- \$500.00 for ground rental
- \$408.00 for table/chair rental
- \$200.00 for Banquet Hall clean-up

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.

The Race Committee requests that a \$1,000 contingency earmark be approved against the Wellness Budget (Corporation funds) in case sponsor donations fall short of the amount needed to provide tee shirts and awards for participants in the Dec. 9th events.

REQUIRED AUTHORIZATIONS: County Attorney (John Hille) and County Corporations (Andrea Shields)

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 EXPOSITION CENTER
LICENSE AGREEMENT**

This License Agreement (this "Agreement"), made this 27th day of **September, 2012** between Travis County, a political subdivision of the State of Texas ("LICENSOR"), and **Travis County Wellness Committee**, whose address is **700 Lavaca St., Suite 420 Austin, TX 78701** and contact number is **(512) 854-9116** ("LICENSEE"), includes the following terms:

1. Representatives of Parties. LICENSOR is acting through the duly authorized Director, or his designee, (the "Director") of the Travis County Exposition Center (the "Center") who, unless otherwise provided herein, is the sole person authorized to bind LICENSOR to this Agreement or any modifications thereto. LICENSEE designates **Dan Mansour**, who is LICENSEE's **Chairperson**, as its duly authorized representative empowered to enter into this Agreement and any modifications. Unless otherwise notified, in writing, by LICENSEE, LICENSOR shall have no obligation to deal with any other representative of LICENSEE with respect to the subject matter of this Agreement.

2. Licensed Space. Subject to the terms and provisions of this Agreement, LICENSOR hereby grants to LICENSEE the right to enter and use those portions of the Center identified by description in the Event Costing Schedule attached hereto as Exhibit "A" and incorporated herein for all purposes (the "License"). LICENSEE and its patrons, customers, guests, employees, and agents shall not have the right to enter upon any portion of the Center not so identified in the Exhibit "A" and LICENSOR shall have the right to exclude all such persons from such unlicensed areas at ALL times. Failure of any such persons to abide by LICENSOR's directives to vacate unlicensed areas shall be grounds for immediate termination of this Agreement. Access to the areas included in the License (the "Licensed Space") during LICENSEE's event shall be through Gate 1, 2 & 3 and no other Gates.

3. Restrictions. The License granted hereunder is subject to all terms, conditions and restrictions set forth in this Agreement. Any violation or disregard of any of the terms, conditions or restrictions set forth herein shall be grounds for immediate revocation of the License, and cancellation of any or all Events, by the Director or his designated representative.

4. Purpose. The Licensed Space will be used for the following purpose (hereinafter called the "Event" or the "Events") and no other purpose:

**9th Annual Brown Santa 5K Run
Banquet Hall
December 9, 2012**

5. License Date and Time. LICENSEE shall have access to the use of the Licensed Space from **7:00 (a.m.) until 12:00 (p.m.) on Sunday, December 9, 2012**. LICENSEE's right of access is subject to satisfactory compliance with the terms of this Agreement.

6. Fee Terms.

6.1 Original Contract Sum and Original Contract Sum Deposit. LICENSEE agrees to pay LICENSOR at 7311 Decker Lane, in Austin, Travis County, Texas an original contract sum (the "Original Contract Sum") representing the total of all facility rental fees, equipment rental fees, custodial fees, and other fees in the amounts set forth and in accordance with the payment due dates specified in Exhibit "A." All prices shown on Exhibit "A" have been calculated in accordance with the Travis County Exposition Center Rate Schedule (the "Rate Schedule"), attached hereto as Exhibit "B" and incorporated herein for all purposes. A non-refundable deposit in an amount equal to twenty percent (20 %) of the

Original Contract Sum (the "Original Contract Sum Deposit") is due at the time this Agreement is signed by LICENSEE. The balance of the Original Contract Sum is due no later than thirty (30) days prior to commencement of the Event. In the event that LICENSEE cancels the Event for any reason other than breach of this Agreement by LICENSOR or fails to pay the balance of the Original Contract Sum in a timely manner, LICENSOR shall have the right to retain the Original Contract Sum Deposit as liquidated damages, and not as a penalty, for LICENSOR's rental costs.

7. Damages Deposit; Liability for Damages. LICENSOR shall not be obligated to grant LICENSEE access to the Licensed Space until LICENSEE posts with LICENSOR a damage and security deposit (the "Damages Deposit") in accordance with Exhibit "A." The Damages Deposit shall be in an amount equal to twenty percent (20%) of the total Facility Rental Fees, and shall be paid no later than one (1) day prior to commencement of the Event. LICENSOR shall be authorized to retain out of the Damages Deposit such amount as shall be necessary to pay the actual costs of repair or replacement of any and all damages sustained in or on the Center premises during or in connection with the Event. If no such damages are sustained, LICENSOR shall refund the Damages Deposit to LICENSEE within thirty (30) days following Event conclusion. If the Damages Deposit is insufficient to cover the total cost of damages, LICENSEE shall be liable for such excess and agrees to pay the amount of such excess upon demand. In the event it is not feasible to calculate the total cost of damages on the date of Event conclusion, LICENSOR shall calculate the amount of excess damages after that date and shall send LICENSEE an invoice showing such amount, which LICENSEE shall pay within thirty (30) days of receipt.

8. Insurance. LICENSEE, at its sole cost and expense, shall obtain liability insurance coverage for the time period during the Event providing the types of coverage, minimum limits of liability and covering itself and the additional insured(s) specified in Exhibit "C", attached hereto and incorporated herein for all purposes. An original, signed certificate of insurance meeting the requirements of this paragraph must be delivered to LICENSOR not later than TEN (10) days prior to commencement of the Event. Failure to timely comply with this requirement shall authorize LICENSOR to cancel this Agreement and to re-license use of the Licensed Space. The Director may accept a copy of a homeowner's insurance policy to substitute for the certificate described in Exhibit "C" if circumstances warrant.

9. Indemnity. Except for any matters over which LICENSOR retains exclusive control during the Event, LICENSEE agrees to and shall indemnify, save and hold LICENSOR and the City of Austin harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including, but not limited to, any property damage, personal injury or death sustained by anyone coming upon the Center premises as a result of or for the purpose of attending the Event.

10. Compliance with Laws, Rules and Regulations. LICENSEE and anyone coming upon the Center premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, Travis County and City of Austin laws and ordinances, as well as all rules and regulations provided by LICENSOR to regulate behavior at the Center. LICENSEE and its patrons, customers, guests, employees and agents shall observe all posted signs on the Center premises at all time. Anyone who violates or persists in violating any such laws, ordinances, rules or regulations may, at LICENSOR's discretion, be removed from the Center premises.

10A. ADA Compliance. LICENSEE shall be solely responsible for apprising LICENSEE's Event staff (to include employees, agents and independent contractors of LICENSEE), in writing, of the location of all Americans with Disabilities Act ("ADA")-accessible routes in and around the Center premises, including without limitation the location of all ADA-accessible elevators in the Luedcke

(Main) Arena or another Center premises and any temporary ADA-accessible routes created by legally-permissible alterations or modifications made to the Center premises by or on behalf of LICENSEE in order to facilitate LICENSEE's Event activities. LICENSEE has the affirmative obligation to ensure that LICENSEE's staff is fully informed of such ADA-accessible routes, and is able to provide such information to Event attendees (including Event participants) at all times during the Event. LICENSEE acknowledges that it is solely responsible for compliance with and accessibility under the ADA or state law for modifications or alterations made to the Center in order to facilitate LICENSEE's Event activities.

11. Dangerous Wild Animals. LICENSEE may not possess or permit others to possess a dangerous wild animal on the Center premises unless: (i) LICENSEE is also an Owner ("[a] person who owns, harbors or has custody or control of a dangerous wild animal"); and (ii) at least ten (10) days prior to commencement of the Event, the LICENSEE/Owner has provided LICENSOR with written approval from the City of Austin to possess a dangerous wild animal on the Center premises for purposes of the Event. "Dangerous Wild Animal" means an animal of a species defined as a "dangerous wild animal" in Subchapter E, Section 822.101, TEX. HEALTH & SAFETY CODE.

12. Licenses and Permits. Except as otherwise expressly provided herein, LICENSEE shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

13. Concessions.

13.1 Food and Beverage Concessions. LICENSOR reserves all food and beverage concession rights.

13.2 Sales of Other Items. LICENSEE shall have the right to sell such items as programs, novelties and clothing as are approved in advance and in writing by LICENSOR. In no event shall LICENSEE be permitted to sell, or to offer for sale, any food or beverage item.

14. Food and Beverage Catering. LICENSOR reserves all food and beverage catering rights. Neither LICENSEE nor any of its patrons or guests shall be allowed to bring food or beverages upon the Center premises except through a qualified caterer expressly approved by LICENSOR in writing and except pursuant to the terms and conditions set forth in the "Special Terms and Conditions" attached hereto as Exhibit "D" and incorporated herein for all purposes. In no event shall LICENSEE's approved caterer be permitted to bring, offer or serve alcoholic beverages upon the Center premises.

15. Security. LICENSEE shall be solely responsible for providing a reasonable number of security personnel before, during and after the Event to help maintain order, to regulate traffic control, and/or to provide any other security functions that LICENSOR, in its sole discretion, determines to be necessary, to be paid by LICENSEE in accordance with Exhibit "D". The parties acknowledge and agree that LICENSOR shall not be responsible for the actions and safety of LICENSEE or any of LICENSEE's guests, patrons, or anyone else coming upon the Center premises as a result of the Event, including without limitation protecting such persons from injury or death and protecting LICENSEE's property or the property of such persons from loss or damage.

16. Additional Equipment, Services and Fees. LICENSOR shall provide only the additional equipment and/or services indicated on Exhibit "A." LICENSOR reserves the right to require the use of any such additional equipment and/or services if and when LICENSOR deems that the safety of the Center and the public require the same. LICENSEE agrees to pay for any such additional equipment and/or services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

17. Custodial Services. The Licensed Space shall be clean and orderly at the time LICENSEE is given access thereto. LICENSEE shall pay for custodial services at the rates indicated on the Rate Schedule and in accordance with Exhibit "A".

18. Parking Surcharge. LICENSEE shall pay to LICENSOR one-third (1/3rd) of all parking charges, if any, collected by LICENSEE in connection with the Event, which LICENSEE shall pay upon Event conclusion.

19. Control of Facility and Right to Enter. In permitting LICENSEE to use the Licensed Space under the License granted hereunder, it is understood by the parties that LICENSOR does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of LICENSOR may enter the Center premises, or any part thereof, at any time, and on any occasion without restrictions whatsoever by LICENSEE.

20. Defacement of Center. LICENSEE shall not injure, nor mar, nor in any manner deface the Center premises or any equipment contained thereon, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of LICENSOR, nothing shall be affixed to the building, furnishings or fixtures and no flammable materials may be brought on the Center premises unless the material is used in accordance with its intended use and unless the Director is notified in advance that such material will be brought on the Center premises. Pyrotechnics are prohibited at all times from the Center premises. No exceptions shall be made unless the Travis County Commissioners Court has expressly authorized such exception, in advance and in writing.

21. Occupancy Interruption. In the event that LICENSOR, due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which LICENSOR has no control, should find it impossible to provide the Licensed Space as contracted herein, LICENSOR may cancel this Agreement and shall refund any prepaid charges to LICENSEE but shall have no other liability to LICENSEE on account of such cancellation.

22. Evacuation of Facility. Should it become necessary in the judgment of LICENSOR to evacuate the Center or the Center premises for life safety purposes or for other reasons of public safety, LICENSEE, at the sole discretion of the Director, will have the option of extending the duration of the License term for a period equal to the duration of the evacuation without additional charge, provided such time does not interfere with the rights or activities of another LICENSEE. If it is not possible to complete presentation of the Event, all charges shall be prorated or adjusted at the discretion of the Director based on the situation. LICENSEE hereby waives any claim for damages or compensation from LICENSOR as a result of such evacuation.

23. Relationship of Parties. It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between LICENSOR and LICENSEE. LICENSOR shall exercise no supervision or control over the employees of LICENSEE or others in the service of LICENSEE, and LICENSOR shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between LICENSOR and LICENSEE, or cause LICENSOR to be liable in any way for the debts and obligations of LICENSEE.

24. Non-Assignment. LICENSEE may not transfer or assign this Agreement nor sublease the Licensed Space nor allow use of the Licensed Space other than as herein specified without the express written consent of LICENSOR.

25. Place of Performance. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement are performable in Travis County, Texas.

26. Television Coverage. LICENSOR reserves the right to televise live coverage of the Event and to subsequently televise re-plays of the Event, either in total or in excerpts, over Travis County Channel 17. LICENSOR may, through its Director, waive part or all of its rights pursuant to this paragraph 26 by written waiver as specified in Exhibit "D."

27. Compliance with Industry Public Entertainment Facilities Act. The parties agree that the provisions of Subchapter C of Chapter 108, Texas Alcoholic Beverage Code, which governs the statutory duties, rights, and relations among licensees and permittees operating under that subchapter, may apply to this Agreement. In accordance with Section 108.75 of Subchapter C, if applicable, the parties hereby affirm that neither party may engage in conduct prohibited by that subchapter.

28. Entire Agreement. This Agreement constitutes the entire agreement between LICENSOR and LICENSEE. No other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding.

LICENSEE:

Name: Travis County Wellness Committee

By: Dan Mansour

Title: Chairperson

Signature: _____

Date: _____

LICENSOR:

By: Roger A. El Khoury, M.S., P.E.

Title: Director, Facilities Management Department

Signature: _____

Date: _____

Exhibit "A"

Travis County Exposition Center - Event Costing Schedule					
Customer:	Travis County Wellness Committee			Date of Event:	
Event:	Brown Santa 5K Run			Dec 9, 2012	
Item	Details	Unit	Qty	Rate	Amount
Facility Rental Fees	Luedecke Arena - Rental Period is 16 Hours	Day		\$ 3,000.00	\$ -
	Luedecke Arena for Each Additional Hour	Hour		\$ 100.00	\$ -
	Luedecke Arena - Dressing Room	Day		\$ 100.00	\$ -
	Skyline Club - Rental Period is Eight Hours	Day		\$ 1,200.00	\$ -
	Skyline Club for Each Additional Hour	Hour		\$ 100.00	\$ -
	Banquet Hall - Rental Period is Eight Hours	Day		\$ 1,800.00	\$ -
	Banquet Hall for Each Additional Hour	Hour		\$ 100.00	\$ -
	Show Barn - Rental Period is 12 Hours	Day		\$ 900.00	\$ -
	Show Barn for Each Additional Hour	Hour		\$ 50.00	\$ -
	Outside Show Barn Equestrian Horse Arena	Day		\$ 200.00	\$ -
	All Grounds - Non-Concert Event	Day	.5	\$ 1,000.00	\$ 500.00
	Portion of the Grounds- Non-Concert Event	Day		\$ 500.00	\$ -
	All or portion of the Grounds - Concert Event	Day		\$ 2,000.00	\$ -
	Other-Rental Discount 50% per Chapter 45	Day	.5	\$ 1,800.00	\$ 900.00
	Total Facility Rental Fees				\$ 1,400.00
Equipment Rental Fees	Tables	Each/Event	53	\$ 6.00	\$ 318.00
	Chairs	Each/Event	60	\$ 1.50	\$ 90.00
	Picnic Table	Each/Event		\$ 10.00	\$ -
	Portable Bleachers	Each		\$ 20.00	\$ -
	Stalls	Each		\$ 15.00	\$ -
	Pens	Each		\$ 2.00	\$ -
	Cattle Ties	Each		\$ 2.00	\$ -
	50 stalls free if total stalls >100	Each		\$ 15.00	\$ -
	Other	Each		\$ -	\$ -
	Total Equipment Rental Fees				\$ 408.00
Custodial Fees	Luedecke Arena	Day		\$ 600.00	\$ -
	Skyline Club	Day		\$ 200.00	\$ -
	Luedecke Arena Including Skyline	Day		\$ 775.00	\$ -
	Luedecke Arena Dressing Rooms	Day		\$ 75.00	\$ -
	Banquet Hall	Day	1	\$ 200.00	\$ 200.00
	Grounds	Day		\$ 260.00	\$ -
	Show Barn - One-Day Horse Show Event	Day		\$ 200.00	\$ -
	Show Barn - Two-Day Horse Show Event	2-Day		\$ 250.00	\$ -
	Show Barn - Three-Day Horse Show Event	3-Day		\$ 300.00	\$ -
	Show Barn - All Events Except Horse Shows	Day		\$ 200.00	\$ -
	Custodial Services During Event per Custodian	Hour		\$ 25.00	\$ -
	Stall cleaning	Each		\$ 5.00	\$ -
	Total Custodial Fees				\$ 200.00
Other Fees	HVAC - Luedecke Arena Minimum 8 Hours	Hour		\$ 125.00	\$ -
	Forklift - with Driver	Hour		\$ 35.00	\$ -
	Moving and Placing Dirt	Hour		\$ 200.00	\$ -
	RV Parking with Hook-Ups	Each		\$ 35.00	\$ -
	RV Parking without Hook-Ups	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 110V duplex outlet	Each		\$ 20.00	\$ -
	Electrical Hook-Ups for 220V duplex outlet	Each		\$ 25.00	\$ -
	Water Connection	Each		\$ 30.00	\$ -
	Other	Each		\$ -	\$ -
	Total Other Fees				\$ -
ORIGINAL CONTRACT SUM					\$ 2,008.00
DEPOSIT	Non-Refundable = Percent of Original Contract Sum	1		20%	\$ 401.60
BALANCE	To Be Adjusted for Additional Services, If Applicable	2		80%	\$ 1,606.40
DAMAGES DEPOSIT	Refundable = Percent of Facility Rental Fees	3		20%	\$ 280.00
PARKING SURCHARGE	One-Third of Parking Fees Collected by Licensee	4			
1 = Due at the Time the License Agreement is Signed by Licensee 2 = Due 30 Days Prior to Commencement of Event 3 = Due One Day Prior to Commencement of Event 4 = Due upon Event Conclusion					

Exhibit "B"

RATE SCHEDULE

A	Luedecke Arena
	Facility Rental Fees:
1	\$3,000 per day – Rental Period is 16 hours
2	\$100 per each additional hour
3	Dressing Room is \$100 per day
4	Damages Deposit is \$600 per Event
	Facility Equipment/Services Charges:
5	HVAC: \$125 per hour (Event Duration Plus 2 hours)
	Custodial Fees:
6	Luedecke Arena Custodial Fee is \$600 per day
7	Luedecke Arena (Including Skyline Club) Custodial Fee is \$775 per day
8	Luedecke Arena dressing Rooms Custodial Fee is \$75 per day
B	Skyline Club (350 Maximum Occupancy)
	Facility Rental Fees:
1	\$1,200 per day – Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$240 per Event
	Facility Equipment/Services Charges:
4	Chairs and Tables included in base price
	Custodial Fees:
5	Skyline Club Custodial Fee is \$200 per day
C	Banquet Hall (1,000 Maximum Occupancy)
	Facility Rental Fees:
1	\$1,800 per day – Rental Period is 8 hours
2	\$100 for each additional hour
3	Damages Deposit is \$360
	Facility Equipment/Services Charges:
4	Table is \$6.00 per each, per event
5	Chair is \$1.50 per each, per event
	Custodial Fees:
6	Banquet Hall Custodial Fee is \$200 per day
D	Show Barn
	Facility Rental Fees:
1	\$900 per day – Rental Period is 12 hours
2	\$50 for each additional hour
3	Damages Deposit is \$180
	Facility Equipment/Services Charges:
4	Stall is \$15 per each, per day (50 stalls free of charge if more than 100 stalls are rented)

5	Pen is \$2.00 per head per day
6	Cattle tie is \$2.00 per head per day
	Custodial Fees:
7	One-Day Horse Show Event = \$200 (Restrooms, Office, Wash Rack, and Common Area)
8	Two-Day Horse Show Event = \$250 (Restrooms, Office, Wash Rack, and Common Area)
9	Three-Day Horse Show Event = \$300 (Restrooms, Office, Wash Rack, and Common Area)
10	All Events Except Horse Shows = \$200 per day
11	Stall Cleaning = \$5.00 per each
	Outside Show Barn Facility Rental Fees:
12	Equestrian Show Barn Arena Fee is \$200 per day (includes indoor warm-up arenas)
E	Grounds
	Facility Rental Fees:
1	All Grounds, Non-Concert Event is \$1,000 per day
2	Portion of the Grounds, Non-Concert Event is \$500 per day
3	All or Portion of the Grounds, Concert Event is \$2,000 per day
	Facility Equipment/Services Charges:
4	Parking Surcharge: one-third of parking charges collected by Licensee
	Custodial Fees:
5	Grounds Custodial Fee is \$260 per day
F	Additional Equipment and Services Charges
1	Table is \$6.00 per each, per event
2	Chair is \$1.50 per each, per event
3	Picnic table is \$10.00 per each, per event
4	Portable bleacher is \$20 per each, per day
5	Forklift is \$35 per hour with driver (one-hour minimum)
6	Moving and Placing Dirt work is \$200 per hour
7	RV parking without hook-ups: \$20 per night
8	RV parking with hook-ups: \$35 per night
9	Electrical Hook-Ups is \$20 for 110-V duplex outlet per each connection (one-time charge)
10	Electrical Hook-Ups is \$25 for 220-V duplex outlet per each connection (one-time charge)
11	Water connection is \$30 per each connection (one-time charge)
12	Custodial Services during any events is \$25 per hour per person
G	Special Consideration
1	15% reduction in facilities rental if all facilities are rented for one event
2	10% reduction in facilities rental for multiyear contracts

Exhibit "C"

INSURANCE COVERAGE REQUIREMENTS

11.1 LICENSEE LIABILITY INSURANCE

The License Agreement specifies those activities that may be permitted upon the Exposition Center premises. Depending on those activities, insurance protection may be required as outlined below. The type and amount of insurance required is shown below. Any questions concerning this insurance requirement should be directed to Travis County Risk Manager, 512-854-9499.

11.1.1 - If insurance is required, Licensee shall purchase and maintain such insurance, and shall likewise ensure that all of his Sub-Licensees purchase and maintain such insurance, as will protect them from claims set forth below which may arise out of or result from Licensee's operations under the License, whether such operations be by himself, by any Sub-Licensee, or by anyone directly or indirectly employed by anyone for whose acts any of them may be liable. If required by the License to provide liability insurance it shall be primary and the following shall be included in each policy's coverage:

1. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment or failure to offer employment, of such person by Licensee, or (2) by any other person;
2. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom; and
3. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any amusement ride or motorized vehicle for which admission or ticket purchase is required, or which is part of an organized event.

If Licensee or Sub-Licensee offers any type of alcoholic beverage on a complimentary or for-charge basis, the following endorsement is required:

4. Claims for damages because of liquor liability where Licensee or Sub-Licensee sells, provides as part of an organized event or allows consumption of alcoholic beverages in the Licensed Space. **If alcohol is to be sold by concessionaire only, this section may be waived and the License shall be considered as "no alcohol" for purposes of insurance requirements.**
5. Independent Licensees Contingent Liability
6. Personal Injury Liability including claims related to employment

- 7. Broad Form Property Damage Liability, or deletion of the "Care, Custody, and Control" exclusion
- 8. Liquor Liability Endorsement
- 9. Amusement Ride Endorsement

11.1.2 - The insurance required by subparagraph 11.1.1 shall include Lease Liability insurance applicable to Licensee's obligations under the License Agreement.

11.1.3 - Licensee shall not occupy the Licensed Space until Licensee has obtained all the insurance required hereunder and certificates of such insurance have been filed with Licensor at least ten (10) business days prior to commencement of the Event and Licensor has reviewed such certificates. Acceptance of the insurance certificates by Licensor shall not relieve or decrease the liability of Licensee. Licensee shall not change or modify the insurance coverage without prior notice to Licensor.

11.1.4 - Licensor shall be named as an additional insured on the policies.

11.2 LICENSES REQUIRING INSURANCE

11.2.1 - Unless otherwise provided in the License Agreement, Licensee shall provide and maintain, until the License expires or is terminated, the minimum insurance coverages in the following schedule. The minimum required limits may be achieved by purchasing an excess liability policy so long as such policy provides coverages at least as broad as the primary insurance.

- 1. Workers Compensation compliant with statutory requirements. Employer Liability for bodily injury or disease in the amount of \$250,000 per occurrence with \$500,000 aggregate limits. **(Required only if Licensee retains employees).**
- 2. Commercial General Liability Insurance - Minimum Limits:

Leased Facility	Type Of Insurance	Per Occurrence
Banquet Hall	Commercial General/Public Liability	\$1,000,000
Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena and Skyline Club	Commercial General/Public Liability	\$1,000,000
Arena (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Show Barn (Vehicles Allowed)***	General and Auto Liability (see below)	\$1,000,000
Outside Events	General Liability Insurance (see below)	\$1,000,000
Outside Events (Amusement Rides)	General Liability Insurance (see below)	\$10,000,000

***** Proof of Auto Liability must be presented at time of licensed Event**

Providing the above insurance does not release or limit Licensee from financial responsibility for bodily injury or property damage caused by the negligent acts of Licensee, Licensee's employees, volunteers or Sub-Licensees.

Exhibit "D"

Special Terms and Conditions

1. CONCESSIONS; FOOD & BEVERAGE CATERING:

(a) All food and beverage concessions are provided by G & M Catering. G & M Catering also offers catering services in designated areas of the Center, and will provide such services if requested by Licensee in advance. To discuss and schedule food and beverage catering provided by G & M, please contact:

G & M Catering
Phone: 512-929-8305
Fax: 512-929-8307
Website: www.gmcatering.com
Email:
misty@gmcatering.com OR
sara@gmcatering.com

(b) LICENSEE is permitted to hire outside caterers only as provided in Section 14 of this Agreement. Such permission may be granted only by the Director, in writing, and shall be subject to the terms and conditions set forth below:

[Set forth terms and conditions of outside catering activity here]

2. SECURITY

LICENSEE shall arrange for security personnel in accordance with Section 15 of this Agreement. The number and schedule of security officers must be approved by the Expo Center Director, or authorized County representative, prior to commencement of the Event. To schedule security, please contact

TCSO Off Duty Facilitator
Josie Matthias
Phone: 512-854-7271
Offduty@co.travis.tx.us

3. CONDITIONS and SPECIAL PROVISIONS

ALL tables and chairs must be rented from the EXPO Center for the rate shown in Exhibit B. If The vent is required to have quantity of chairs that the EXPO does not have, then the Licensee will rent all the Expo Center chairs and tables and be allowed to rent the rest from outside. Expo staff will set up only the portion that are rented from the Expo center.

LICENSEE will not use tape, nails or tacks of any kind on the Expo Center walls, doors, floors, windows, or ceilings except with prior written consent of the LICENSOR.

LICENSEE shall not post or paint any signs at, on, or about the premises or paint the exterior walls of the building except with the prior written consent of the LICENSOR. LICENSOR shall have the right to remove any sign or signs in order to maintain the premises or to make any repairs or alterations thereto.



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 2012

Prepared By/Phone Number: Beth Blankenship 854-9125

Elected/Appointed Official/Dept. Head: Nicki Riley, County Auditor

Commissioners Court Sponsor: Judge Biscoe

A handwritten signature in black ink, appearing to be "NB", located to the right of the "Elected/Appointed Official/Dept. Head" line.

AGENDA LANGUAGE: Approve order to direct depositing salary fund monies into the general fund of Travis County

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Commissioners Court is authorized to direct that all money that would otherwise be deposited in a salary fund be deposited in the general fund of the county by Local Government Code section 154.007.

See attached memo from Barbara Wilson, Assistant County Attorney

STAFF RECOMMENDATIONS: Staff recommends approval

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Attorney's Office

Leslie Browder
Barbara Wilson

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

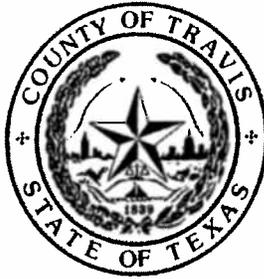
STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH STREET
GRANGER BLDG., SUITE 420
AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808



TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †

BARBARA J. WILSON

MARY ETTA GERHARDT

TENLEY A. ALDREDGE

JAMES M. CONNOLLY

DANIEL BRADFORD

† Member of the College
of the State Bar of Texas

September 11, 2012

Commissioners Court
P. O. Box 1478
Austin, Texas 78767

Re: Use of General Fund instead of Salary Fund

Dear Judge and Commissioners:

The Local Government Code establishes a general rule that salary funds must be set up for each elected officials and that the payroll and expenses of their offices be paid from this fund. If the commissioners court adopts an order directing that all money that would otherwise be deposited in these salary funds be deposited in the general fund, then it is not necessary to establish these funds. This order must be approved at the first regular meeting in the first month of the fiscal year. A similar order has been approved annually for the past several years. Accounting for these funds in the general fund is simpler than accounting for them in separate funds.

Sincerely,

A handwritten signature in black ink that reads "Barbara Wilson". The signature is fluid and cursive.

Barbara Wilson
Assistant County Attorney

AN ORDER TO
DIRECT DEPOSITING SALARY FUND MONIES
INTO THE GENERAL FUND OF TRAVIS COUNTY

RECITALS

The creation of a salary fund for each district, county and precinct officer is required by Local Government Code section 154.042.

The Commissioners Court is authorized to direct that all money that would otherwise be deposited in a salary fund is deposited in the general fund of the county by Local Government Code section 154.007.

ORDER

The Commissioners Court of Travis County, Texas hereby orders that all fees, commissions, and other compensation collected by all district, county and precinct officers in Travis County and all other money that would be deposited in these officers' salary funds be deposited in the general fund of Travis County during the fiscal year commencing October 1, 2012 and ending September 30, 2013.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: October 2, 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 Sessions of September 4, 11, and 18, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

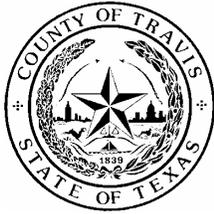
STAFF RECOMMENDATIONS:

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, September 4, 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 September 4, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, 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

Special note:

Travis County Commissioners Court is now located at 700 Lavaca St.

However, please review future agendas carefully for meeting location for budget and tax rate items.

Public Hearings

1. Receive comments regarding a request to authorize the filing of an instrument to vacate the two 7.5 foot wide public utility easements located along the rear and west side lot line of Lot 5, Block E of the Hills of Lost Creek, Section Two in Precinct Three. (Commissioner Huber) (Action Item #14)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:
 Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

2. Receive comments regarding a request to authorize the filing of an instrument to vacate four 5 foot wide drainage easements located along the common lot lines of Lot 12 with Lots 13 and 17, Block 56 of Austin Lake Hills, Section Two in Precinct Three. (Commissioner Huber) (Action Item #15)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:
Anna Bowlin, Program Manager, Planning and Engineering, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Citizens Communication

Members of the Court heard from:
Morris Priest, Travis County Resident
Diane Poirot, Director, Human Resources and Management Department (HRMD)
Ronnie Gjemre, Travis County Resident
Gus Peña, Travis County Resident
Dr. John K. Kim, Travis County Resident

Special Item

3. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal
Morris Priest, Travis County Resident

MOTION: Follow the Fire Marshal's recommendations and impose a ban against outdoor burning in the unincorporated areas of Travis County.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Health and Human Services Dept. Items

4. Consider and take appropriate action regarding the need for Health and Human Services and Veterans Service Department personnel for the pickup and delivery of food for pantry services to residents.

Members of the Court heard from:

Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
Diana Ramirez, Senior Budget Analyst, Planning and Budget Office (PBO)
Jessica Rio, Budget Director, PBO
Ronnie Gjemre, Travis County Resident

MOTION: Approve the request in Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Planning and Budget Dept. Items

5. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

6. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
- a. Annual contract with the Office of the Attorney General, State of Texas to continue the Statewide Automated Victim Notification Service Program in the Information Technology Services Department;

RESULT: PULLED

- b. Annual contract with the Texas Department of Agriculture to continue the National School Lunch/Breakfast and USDA School Commodity Programs in the Juvenile Probation Department; and
- c. Annual contract with the OneStar Foundation to continue the AmeriCorps Program in Health and Human Services and Veterans Services.

RESULT: ADDED TO CONSENT

7. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$789,438.05 for the period of August 17 to August 23, 2012.

RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

9. Consider and take appropriate action on setting the Calendar Year 2013 Sheriffs and Constables' Fee Schedule.

RESULT: ADDED TO CONSENT

10. Consider and take appropriate action on the following Employee Benefit Plan renewal items for Fiscal Year 2013:
 - a. Renew UnitedHealthCare as the third party administrator for the Travis County Employee Benefit Plan and to approve administrative rates as shown below for Fiscal Year 2013; and
 - b. Renew UnitedHealthCare COBRA and retiree billing administration.

RESULT: ADDED TO CONSENT

Purchasing Office Items

11. Approve Modification No. 6 to Contract No. 4400000691 (H.T.E No. PS080215VR), Knaupe G R, LLC, for professional legislative advocacy services.

RESULT: ADDED TO CONSENT

12. Approve contract award for Travis County Correctional Complex road repairs, IFB No. B120175-PS, to the low bidder, Smith Contracting Co., Inc.

RESULT: ADDED TO CONSENT

13. Approve contract award for Homebuyer Assistance Program, RFS No. S120143-JW, to the sole proposer, Austin Community Land Trust D/B/A Austin PeopleTrust.

Members of the Court heard from:

- Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
- Ronnie Gjemre, Travis County Resident
- Marvin Brice, Assistant Purchasing Agent

RESULT: DISCUSSED

Reset for: 9/11/2012

Transportation and Natural Resources Dept. Items

14. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate the two 7.5 foot wide public utility easements located along the rear and west side lot line of Lot 5, Block E of the Hills of Lost Creek, Section Two in Precinct Three. (Commissioner Huber)

RESULT: ADDED TO CONSENT

15. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate four 5 foot wide drainage easements located along the common lot lines of Lot 12 with Lots 13 and 17, Block 56 of Austin Lake Hills, Section Two in Precinct Three. (Commissioner Huber)

RESULT: ADDED TO CONSENT

16. Consider and take appropriate action regarding replacement of vehicles that fail an emissions test using grant funds from the Low Income Vehicle Repair, Retrofit and Replacement Assistance Program.

Members of the Court heard from:

Adele Noel, Air Quality Project Manager, TNR
Tom Weber, Environmental Program Manager, TNR
Ronnie Gjemre, Travis County Resident

MOTION: Follow Staff recommendations and reopen the program to a limited number of replacement vouchers as set forth in the back-up.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

17. Consider and take appropriate action on the Austin Seventy One final plat (long form final plat - 19 total lots - 30.94 acres – State Highway 71 - City Of Austin ETJ) in Precinct Three. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

18. Consider and take appropriate action on a request to authorize the filing of an order to reject the dedication of the public streets -Sandia Loop, Loasa Cove, Point o' Woods, and Caribou Trail, all originally dedicated by the plat of the Foothills of Barton Creek, a subdivision in Precinct Three. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

Other Items

19. Consider and take appropriate action on Amendment to OmniBase Failure to Appear Interlocal with Texas Department of Public Safety.

RESULT: **ADDED TO CONSENT**

20. Consider and take appropriate action on the fifth annual "Travis County History Day" on October 26, 2012.

Members of the Court heard from:

Steven Broberg, Director, Records Management and Communications Resources (RMCR)
Christy Moilanen, Travis County Archivist, RMCR

MOTION: Approve Item 20.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

21. Consider and take appropriate action on County implementation of the Hotel/Motel Occupancy Tax (Tax Code Chapter 352) and Rental Car Tax (Local Government Code 334). (Commissioners Davis and Eckhardt)

Members of the Court heard from:

Leroy Nellis, Transition Budget Director, PBO
Leslie Browder, County Executive, PBO

Morris Priest, Travis County Resident
Ronnie Gjemre, Travis County Resident

RESULT: DISCUSSED

Reset for: 9/11/2012

- 22. Consider and take appropriate action on report from District Judges regarding selection of County Auditor and direct the payment of the Auditor's salary.

Members of the Court heard from:

- The Honorable Lora Livingston, Judge, 261st District
- The Honorable Steven Yelenosky, Judge, 345th District
- Nicki Riley, Travis County Auditor
- John Hille, Assistant County Attorney
- Dr. John K. Kim, Travis County Resident

MOTION: Approve the County Auditor's Salary and payment of the bond.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Margaret J. Gómez, Commissioner

SECONDER: Sarah Eckhardt, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- 23. Approve the following Resolutions:

- a. Resolution in support of establishing friendly city/county relationship with Haning City, China; and
- b. Resolution in support of establishing friendly city/county relationship with Rugao City, China.

RESULT: POSTPONED

Reset for: 9/11/2012

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

Executive Session revisited

- 24. Consider and take appropriate action on request for financial incentives for Project Panther. ⁵

Judge Biscoe announced that Item 24 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

MOTION: Direct Staff to conduct further negotiations with the Project Panther representatives, and especially the issues outlined in Executive Session, including 50% participation of Travis County residents, hiring of disadvantaged employees and the Court would like to see the agreement

that the City of Austin executes.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- 25. Consultation with County Attorney and take appropriate action regarding Circuit of the Americas and Formula One. ¹

Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:
 Tom Nuckols, Assistant County Attorney

RESULT: DISCUSSED

- 26. Consultation with County Attorney and take appropriate action regarding:
 - a. Requirements in contracts with Labyrinth Solutions, Inc. (LSI Consulting) and SAP for implementation of Better Enterprise Financial Information for Travis County (BEFIT); and
 - b. Roles and responsibilities of County Auditor and Commissioners Court on accounting and audit services and County programs. ¹

Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED

- 27. Consultation with County Attorney and take appropriate action on a Development Agreement regarding land along Gilleland Creek and the Colorado River in Precinct 1. ¹

Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Direct Staff to follow the City of Austin's Attorneys direction and negotiate an appropriate agreement to achieve what we hoped to achieve with the third party agreement.

RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

- 28. Receive legal briefing and take appropriate action regarding a Participation Agreement with Central Health acting as anchor agency for the Region VII Regional Healthcare 1115 Waiver Project. ¹

Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED **Reset for: 9/11/2012**

Consent Items

Members of the Court heard from:

Steve Manilla, County Executive, TNR
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C2 and Agenda Items 5, 6.b–c, 7, 8, 9, 10.a–b, 11, 12, 14, 15, 17, 18, and 19.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

Added Items

A1. Approve full and final settlement and release between Travis County and KB Home regarding substandard roads located at Quiet Pond Court and portions of Rick Whinery Drive and Emmett Parkway in the Wells Branch Phase 2-A subdivision and authorize the County Judge to execute the same on behalf of the County. (Commissioner Eckhardt)

Members of the Court heard from:

Carol Joseph, Assistant Director TNR

MOTION: Approve Item A1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

A2. Consider and take appropriate action concerning the request by U.S. Fish and Wildlife Service for public comments on a proposal to protect four salamander species in central Texas as endangered under the Endangered Species Act and the designation of critical habitat for these species.

Members of the Court heard from:

Rose Farmer, Program Manager, Natural Resources, TNR
Ronnie Gjemre, Travis County Resident

MOTION: Direct Staff to collate any comments by the October 22, 2012 deadline and bring the draft comments back to the Court before that deadline.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

A3. Receive briefing and take appropriate action regarding Travis County involvement in legal action regarding Congressional Redistricting (Executive Session Pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

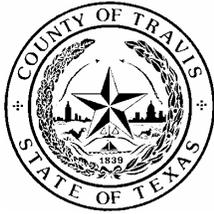
Judge Biscoe announced that Item A3 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, September 11, 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 September 11, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Kimberlie Young.

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

Special note:

Travis County Commissioners Court is now located at 700 Lavaca St.

However, please review future agendas carefully for meeting location for budget and tax rate items.

Public Hearings

1. Receive comments regarding the Travis County Tax Rate for the Fiscal Year 2013 County Budget.

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Members of the Court heard from:

Leslie Browder, County Executive, Planning and Budget Office (PBO)
 Barbara Wilson, Assistant County Attorney
 Morris Priest, Travis County Resident
 Ronnie Gjemre, Travis County Resident
 Dr. John Kim, Travis County Resident
 Gus Peña, Travis County Resident

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Citizens Communication

Members of the Court heard from:

Dr. John Kim, Travis County Resident
Morris Priest, Travis County Resident
Sean Donnelly, Representative, Roberts Communities
Gus Peña, Travis County Resident
Dr. Laura Pressley, Travis County Resident
Ronnie Gjemre, Travis County Resident

Special Item

2. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning stays in place.

RESULT: DISCUSSED

Resolutions and Proclamations

3. Approve Proclamation declaring September 15, 2012 "The Women in Jazz Association, Inc.'s Jazz in Motion Youth Concert Day" in Travis County.

Members of the Court heard from:

Pamela Hart, Representative, Women in Jazz Association
Charelesa Russell, Board Member, Women in Jazz Association

MOTION: Approve the Proclamation in Item 3.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Health and Human Services Dept. Items

4. Consider and take appropriate action regarding Travis County participation in the Literacy Illuminates Campaign led by the Literacy Coalition of Central Texas.

Members of the Court heard from:

Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
Meg Poag, Executive Director, Literacy Coalition of Central Texas

MOTION: Approve Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

5. Consider and take appropriate action regarding a Participation Agreement with Central Health acting as anchor agency for the Region VII Regional Healthcare 1115 Waiver Project.

RESULT: ADDED TO CONSENT

6. Consider and take appropriate action on the amended and restated Interlocal Agreement between Travis County Healthcare District D/B/A Central Health and Travis County.

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

7. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: ADDED TO CONSENT

8. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:

- a. Ratify change to the Eagle Resource Project Application in Juvenile Probation to the Office of the Governor, Criminal Justice Division;
- b. Ratify change to the Drug Court and In-Home Family Service Application in Juvenile Probation to the Office of the Governor, Criminal Justice;
- c. Contract with the United States Department of Justice for staff and operating resources to establish a specialized caseload for high risk probationers supervised by Community Supervision and Corrections; and
- d. Contract with the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for a co-occurring Re-Entry Services Grant in Community Supervision and Corrections Department.

RESULT: ADDED TO CONSENT

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 \$925,761.12 for the period of August 24 to August 30, 2012.

RESULT: ADDED TO CONSENT

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

- a. Proposed routine personnel amendments;
- b. Non-routine request from Constable Precinct Five for a variance to Travis County Code § 10.03002, General Overview for Determining Pay Policy; and
- c. Non-routine request from Records Management & Communication Resources for a variance to Travis County Code § 10.03009, Voluntary Job Change.

RESULT: ADDED TO CONSENT

11. Consider and take appropriate action regarding zoned parking issue at the 700 Lavaca Building garage and specify any assigned parking.

Members of the Court heard from:

John Carr, Division Manager, Facilities Management
Daniel Bradford, Assistant County Attorney, and Member, Parking Committee
Sydnia Crosbie, Lead Financial Analyst, TNR, and Chair, Parking Committee

MOTION: Designate the 700 Lavaca garage as a two-zone garage with the second zone being in the southwest corner of the second floor for specified positions with the exception of Commissioner Huber and leaving the current assigned parking in effect.

RESULT: **APPROVED [3 TO 2]**

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Samuel T. Biscoe, Judge

AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber

NAYS: Ron Davis, Margaret J. Gómez

Clerk's Note: The County Judge instructed parking officials to reassign the County Judge's parking space in the Granger garage immediately.

12. Consider and take appropriate action on draft Fiscal Year 2013 Budget Rules.

Members of the Court heard from:

Diane Ramirez, Senior Budget Analyst, PBO
Jessica Rio, Budget Director, PBO

Judge Biscoe announced that Item 12 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED**

Reset for: 9/25/2012

13. Consider and take appropriate action on Fiscal Year 2013 Budget Issues.

Members of the Court heard from:

Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO
Barbara Wilson, Assistant County Attorney
Travis Gatlin, Senior Budget Analyst, PBO
Charles Byrd, Director, Jump On It Concerts and Community Outreach
Breanna Colvin, Event Manager, Jump On It Concerts and Community Outreach

MOTION: Approve CAR modification amount of \$3,525,738.00.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

MOTION: Approve the modifications to include all Certificates of Obligation, voter approved bond balances, and state highway bonds as outlined in the backup on pages CO Bond 1 through CO Bond 10 and Excel spreadsheets A1-G3.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

14. Consider and take appropriate action on the following space allocations for the renovation of the Ned Granger Building, pursuant to the Central Campus Facilities Master Plan and the recent relocations of several County offices and departments from the Granger Building to the 700 Lavaca Building:
 - a. Allocation of all office suites listed below:
 1. All office suites on the 2nd floor to the District Attorney;
 2. Office Suite 100A on the 1st floor and all office suites on the 3rd, 4th, and 5th floors to the County Attorney;
 3. The former Commissioners Courtroom to become a large conference room;
 4. Office Suite 110 and 140 to the Records Management and Communication Resources Law Library/Self Help Center; and
 - b. Relocation of the cafeteria from the 3rd floor to the 1st floor and approve allocation of Suite 160 on the 1st floor for the cafeteria.

Members of the Court heard from:
Leslie Browder, County Executive, PBO
Ken Gaede, Project Manager, Facilities Management
Leslie Stricklan, Project Manager, Facilities Management
Belinda Powell, Capital Planning Coordinator, PBO
John Carr, Division Manager, Facilities Management

MOTION: Approve the work in Item 14.a.1 as recommended for the second floor, which was previously approved by the Commissioner's Court.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: Remaining items will be discussed on September 25, 2012.

15. Consider and take action on an order authorizing the issuance of Travis County, Texas, Limited Tax Refunding Bonds, Series 2012; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; authorizing the execution and delivery of a Bond Purchase Agreement and an Escrow Agreement; approving the official statement; and enacting other provisions relating thereto.

Members of the Court heard from:
Leslie Browder, County Executive, PBO
Jessica Rio, Budget Director, PBO
Ladd Pattillo, Travis County Financial Advisor
Glenn Opel, Bond Counsel, Vinson and Elkins
Barbara Wilson, Assistant County Attorney

Judge Biscoe announced that Item 15 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Direct Travis County staff, the Financial Advisor and bond counsel to begin preparations for obtaining refinancing in anticipation of a decision by this Court on September 25, 2012.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

16. Consider and take action on an order authorizing the issuance of Travis County, Texas, Limited Tax Refunding Bonds, Taxable Series 2012; levying a tax in payment thereof; providing for the award of the sale thereof in accordance with specified parameters; authorizing the execution and delivery of a Bond Purchase Agreement and an Escrow Agreement; approving the official statement; and enacting other provisions relating thereto.

Members of the Court heard from:
Ladd Pattillo, Travis County Financial Advisor

Judge Biscoe announced that Item 16 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Direct Travis County staff, the Financial Advisor and bond counsel to begin preparations for obtaining refinancing in anticipation of a decision by this Court on September 25, 2012.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Purchasing Office Items

17. Approve contract award for the Ned Granger Administration Building Second Floor Renovation, IFB No. 1207-002-JT, to the low bidder, Fazzone Construction Co., Inc.

Judge Biscoe announced that Item 17 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Approve Item 17.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Sarah Eckhardt
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

18. Approve Modification No. 2 to Contract No. 4400000127 (HTE Contract No. 11K00237LP), Brien Water Wells, for Southeast Metro Park water well.

RESULT: **ADDED TO CONSENT**

19. Approve contract award for Homebuyer Assistance Program, RFS No. S120143-JW, to the sole proposer, Austin Community Land Trust D/B/A Austin PeopleTrust.

RESULT: **ADDED TO CONSENT**

Transportation and Natural Resources Dept. Items

20. Consider and take appropriate action to approve an Interlocal Agreement for Storm Water Management Programs of the City of Pflugerville and Travis County.

RESULT: ADDED TO CONSENT

21. Consider and take appropriate action to authorize spending additional funds for the demolition and construction of a maintenance barn on the Balcones Canyonlands Preserve in Precinct Three. (Commissioner Huber)

RESULT: POSTPONED

22. Consider and take appropriate action on a Cash Security Agreement with Gehan Homes Ltd., for sidewalk fiscal for Avalon Phase 3 Lots 2 & 3 Block I in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

23. Consider and take appropriate action on a Cash Security Agreement with Gehan Homes Ltd., for sidewalk fiscal for Avalon Phase 4 Lot 15 Block T in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

24. Revised language: Consider and take appropriate action on a Cash Security Agreement with Gehan Homes Ltd., for sidewalk fiscal for Avalon Phase 7A Lots 16 - 20 Block T in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

25. Consider and take appropriate action on a plat for recording: KJ Shepherd subdivision final plat (short form plat - one total lot - Cele Road - City of Pflugerville ETJ) in Precinct One. (Commissioner Davis)

RESULT: ADDED TO CONSENT

26. Consider and take appropriate action on the following in Precinct One:

- a. The acceptance of the dedication of the public street and drainage facilities within The Park at Blackhawk II, Phase 3A;
- b. A Cash Security Agreement for warranty period fiscal for The Park at Blackhawk II, Phase 3A; and
- c. A Cash Security Agreement for boundary street fiscal for improvements to Rowe Lane. (Commissioner Davis)

RESULT: ADDED TO CONSENT

Other Items

27. Consider and take appropriate action on the continuation of the Sheriff's Office Dispatch Interlocal Agreements for the next fiscal year with the following municipalities:

- a. Jonestown;
- b. Manor;
- c. Mustang Ridge;
- d. Rollingwood; and
- e. Sunset Valley.

RESULT: ADDED TO CONSENT

28. Approve the following Resolutions:

- a. Resolution in support of establishing friendly city/county relationship with Haning City, China; and
- b. Resolution in support of establishing friendly city/county relationship with Rugao City, China.

MOTION: Approve the Resolutions in Items 28.a–b.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

29. Consider and take appropriate action on request to allow the Travis County Records Management's print shop to print 300,000 newsletters to be inserted with the 2012 tax statements.

RESULT: ADDED TO CONSENT

30. Consider and take appropriate action on the Integrated Child Support System Cooperative Agreement between Travis County and the Attorney General of the State of Texas.

RESULT: ADDED TO CONSENT

31. Consider and take appropriate action on the State Case Registry and Local Customer Service Cooperative Agreement between the Office of the Attorney General of the State of Texas and Travis County.

RESULT: ADDED TO CONSENT

32. Consider and take appropriate action on Travis County appointment to the Austin Travis County Integral Care Board of Trustees.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)

MOTION: Reappoint Richard Hopkins to the Austin Travis County Integral Care (ATCIC) Board of Trustees.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

33. Consider and take appropriate action on approval of the "Policies and Procedures, 83rd Texas Legislature" document.

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR

MOTION: Approve Item 33.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

34. Consider and take appropriate action on a letter to be sent to the House Pensions, Investments, and Financial Services Committee for its meeting on Wednesday, September 12, 2012, expressing the Commissioners Court's support for the Texas County and District Retirement System.

Members of the Court heard from:
Deece Eckstein, Intergovernmental Relations Officer, IGR

MOTION: Approve Item 34.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Sarah Eckhardt, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

35. Consider and take appropriate action on orders designating Election Day and early voting polling places for the November 6, 2012 Joint General and Special Elections.

RESULT: **ADDED TO CONSENT**

36. Consider and take appropriate action on County implementation of the hotel/motel occupancy tax (Tax Code Chapter 352) and rental car tax (Local Government Code 334). (Commissioners Davis and Eckhardt) (This item may be taken into Executive Session Pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

Members of the Court heard from:
John Hille, Assistant County Attorney

Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:
Leslie Browder, County Executive, PBO

RESULT: **DISCUSSED**

Clerk's Note: The Court directed the Planning and Budget Office to provide the findings to the

Court that were presented to the Expo sub-committee on using the Exposition Center and reviewing the possible partners and their impact.

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

- 37. Consultation with County Attorney and take appropriate action regarding a pending enforcement action involving a developer and violations of development regulations in the Mountain View Subdivision.¹

Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED **Reset for: 9/18/2012**

- 38. Consider and take appropriate action on a counter-offer received by Travis County from Quarry Lot 8, Ltd. for sale of various parcels of property needed for right-of-way and associated easements, and required for transportation-related improvements planned as part of the Slaughter Lane (East) Roadway Improvement Project in Precinct Four. (Commissioner Gómez)²

RESULT: POSTPONED

- 39. Consider and take appropriate action on a counter-offer received by Travis County from Dannelly Tract, Ltd. for sale of various parcels of property needed for right-of-way and associated easements, and required for transportation-related improvements planned as part of the Slaughter Lane (East) Roadway Improvement Project in Precinct Four. (Commissioner Gómez)²

RESULT: POSTPONED

- 40. Consultation with the County Attorney and take appropriate action concerning condemnations of Parcels 3, 3Ea and 3Eb as part of the Slaughter Lane Road Improvement Project.^{1 and 2}

Judge Biscoe announced that Item 40 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Authorize the Travis County Attorney's Office to initiate the condemnations.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- 41. **Revised language:** Consider and take appropriate action on request for financial incentives for **HID Global.**⁹

Judge Biscoe announced that Item 41 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

RESULT: DISCUSSED **Reset for: 9/18/2012**

- 42. Consultation with County Attorney and take appropriate action regarding Circuit of the Americas and Formula One.¹

Judge Biscoe announced that Item 42 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: NOT NEEDED **Reset for: 9/18/2012**

- 43. Consultation with County Attorney and take appropriate action regarding:
 - a. Requirements in contracts with Labyrinth Solutions, Inc. (LSI Consulting) and SAP for implementation of Better Enterprise Financial Information for Travis County (BEFIT); and
 - b. Roles and responsibilities of County Auditor and Commissioners Court on accounting and audit services and County programs.¹

Judge Biscoe announced that Item 43 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Direct Leslie Browder, County Executive, Planning and Budget Office, to represent the Commissioners Court in its role as the Travis County Executive Sponsor of the LSI and SAP implementation of the BEFIT initiative and request that the new Travis County Auditor or her designee serve as Co-Executive Sponsor in an attempt to complete this project.

RESULT: APPROVED [UNANIMOUS]
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: Pending appointment of the new Travis County Auditor by the District Judges.

Consent Items

Members of the Court heard from:
 Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C2 and Agenda Items 5, 6, 7, 8a–d, 9, 10a–c, 18, 19, 20, 22, 23, 24, 25, 26a–c, 27a–e, 29, 30, 31, and 35.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

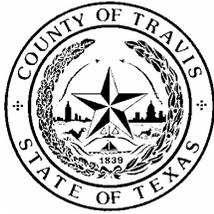
C1. Receive bids from County Purchasing Agent.

C2. Claims and Investments

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Travis County Commissioners Court Tuesday, September 18, 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 September 18, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Kimberlie Young.

Samuel T. Biscoe	County Judge	Absent
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Absent
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Travis County Commissioners Court is now located at 700 Lavaca St.*

*Special note:

The September 25, 2012 Commissioners Court meeting will be held at 314 W. 11th Street for the budget and tax rate and all other agenda items.

Additional Motion and Vote

MOTION: Authorize Commissioner Gómez to sign on behalf of Judge Biscoe for any business that comes before the Court for today's Voting Session.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Ron Davis, Commissioner

SECONDER: Karen L. Huber, Commissioner

AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez

ABSENT: Samuel T. Biscoe, Sarah Eckhardt

Public Hearings

1. Receive comments regarding a request to authorize the filing of an instrument to vacate the two five foot wide public utility easements located along the common lot line Lots 1083 and 1084 of Apache Shores Section 2 in Precinct Three. (Commissioner Huber) (Action Item #15)

MOTION: Open the Public Hearing.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Karen L. Huber, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez

ABSENT: Samuel T. Biscoe, Sarah Eckhardt

Members of the Court heard from:
Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural

Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Sarah Eckhardt

Citizens Communication

Members of the Court heard from:

Tim Jones, Representative, Samsung Austin Semiconductor, and Vice Chairman, CLEAN AIR Force of Central Texas
Kristine Nilson, Human Resources Specialist Senior, Human Resources Management Department (HRMD)
Ramona Oliver, Director of Outreach, St. Edward's University, and Member, Austin Higher Education Alliance
Gus Peña, Travis County Resident
Rick Perkins, Committee Member, CLEAN AIR Force of Central Texas
Dr. John Kim, Travis County Resident
Scott Johnson, Creator, CLEAN AIR Force of Central Texas
Ronnie Gjemre, Travis County Resident

Clerk's Note: Commissioners Davis noted the passing of Shirley Hemphill and expressed the sympathy and condolences of the Court.

Special Items

2. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

RESULT: DISCUSSED

Clerk's Note: The Commissioners Court announced that by taking no action, the burn ban remains lifted.

Health and Human Services Dept. Items

3. Consider and take appropriate action on renewal of the following Travis County Health and Human Services and Veterans Service grant contracts expiring at the end of September 2012:
 - a. Encompass Medical Management, Inc.;
 - b. Foundation Communities;
 - c. Austin Travis County Integral Care (ATCIC) Substance Abuse Managed Services Organization;

- d. Court Appointed Special Advocates; and
- e. ATCIC child therapist and supervisor.

RESULT: PULLED

Planning and Budget Dept. Items

- 4. Consider and take appropriate action on budget amendments, transfers and discussion items.

Members of the Court heard from:

Jessica Rio, Budget Director, Planning and Budget Office (PBO)
Diana Ramirez, Senior Budget Analyst, PBO
Travis Gatlin, Senior Budget Analyst, PBO

MOTION: Approve Item 4.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Sarah Eckhardt

- 5. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
 - a. Ratify change to the Veteran's Court application in the criminal courts to the Office of the Governor, Criminal Justice Division;
 - b. Acceptance of the award to receive 2011 Justice Assistance Grant resources through an Interlocal with the City of Austin that will be used by the Travis County Sherriff's Office for law enforcement projects; and
 - c. Amendment to the Interlocal with the City of Austin that will extend the term of the 2009 Justice Assistance Grant that is used by the Travis County Sheriff's Office for law enforcement projects.

RESULT: ADDED TO CONSENT

- 6. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$603,445.04 for the period of August 31 to September 6, 2012.

RESULT: ADDED TO CONSENT

- 7. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: ADDED TO CONSENT

- 8. Consider and take appropriate action on Fiscal Year 2013 budget issues.

Members of the Court heard from:

Jessica Rio, Budget Director, PBO
Alan Miller, Senior Budget Analyst, PBO
Diana Ramirez, Senior Budget Analyst, PBO

MOTION: Approve Item 8.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Sarah Eckhardt

Purchasing Office Items

9. Approve Modification No. 5 to Contract No. 4400000860 (PS110249ML), Renea Hicks, for legal services.

RESULT: ADDED TO CONSENT

10. Approve contract award for Heman Marion Sweatt, Travis County Courthouse – exterior masonry cleaning, IFB No. 300000181, to the low bidder, ATC Contractors, Inc.

RESULT: ADDED TO CONSENT

11. Approve list of certain Interlocal Agreements (90 total) and Contracts (244 total) for various services that automatically renew annually unless otherwise acted on by Commissioners Court.

Members of the Court heard from:
Marvin Brice, Assistant Purchasing Agent
Ronnie Gjemre, Travis County Resident

MOTION: Approve Item 11.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Sarah Eckhardt

12. Approve Modification No. 18 to Contract No. 4400000912 (H.T.E. # PS980170JJ), Clean Air Force of Central Texas for improving air quality services.

Members of the Court heard from:
Marvin Brice, Assistant Purchasing Agent
Scott Johnson, Creator, CLEAN AIR Force of Central Texas
Adele Noel, Environmental Project Manager, TNR
Tim Jones, Representative, Samsung Austin Semiconductor, and Vice Chairman, CLEAN AIR Force of Central Texas
Jon White, Division Director, Natural Resources and Environmental Quality, TNR
Ronnie Gjemre, Travis County Resident
Gus Pena, Travis County Resident

MOTION: Approve Item 12.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Sarah Eckhardt

19. Consider and take appropriate action on the following in Precinct One:
 - a. The use of an Alternative Fiscal Agreement for Avalon, Phase 7b; and
 - b. The use of a Cash Security Agreement for the fiscal posting for Avalon, Phase 7b. (Commissioner Davis)

RESULT: ADDED TO CONSENT

20. Consider and take appropriate action a Plat for recording - Spicehenge Subdivision final plat (short form final plat -two total lots - 22.6 acres -Crawford Road - no ETJ) in Precinct Three. (Commissioner Huber)

RESULT: ADDED TO CONSENT

Other Items

21. Receive results from County Clerk and take appropriate action regarding an election on whether to improve substandard roads located at Quiet Pond Court and portions of Rick Whinery Drive and Emmett Parkway in the Wells Branch Phase 2-A Subdivision.

RESULT: ADDED TO CONSENT

Clerk's Note: The Court revisited Item 21 and discussed issuing an order for the improvements and assessments which were approved in the election.

Members of the Court heard from:
Julie Joe, Assistant County Attorney

MOTION: Approve the Order.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez
ABSENT: Samuel T. Biscoe, Sarah Eckhardt

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

Members of the Court heard from:
Ronnie Gjemre, Travis County Resident

22. Consider and take appropriate action on request for financial incentives for HID Global.⁵

Commission Gómez announced that Item 22 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

RESULT: DISCUSSED

23. Consultation with County Attorney and take appropriate action regarding a pending enforcement action involving a developer and violations of development regulations in the Mountain View Subdivision.¹

Commissioner Gómez announced that Item 23 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: DISCUSSED

24. Consultation with County Attorney and take appropriate action regarding Circuit of the Americas and Formula One.¹

RESULT: NOT NEEDED

Consent Items

Members of the Court heard from:
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C3 and Agenda Items 5.a–c, 6, 7, 9, 10, 13, 14, 15, 16.a–b, 17.a–b, 19.a–b, 20, and 21.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Ron Davis, Commissioner

SECONDER: Karen L. Huber, Commissioner

AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez

ABSENT: Samuel T. Biscoe, Sarah Eckhardt

1. Receive bids from County Purchasing Agent.
2. Approve payment of claims and authorize County Treasurer to invest County funds.
3. Approve the Commissioners Court minutes for the Voting Session of August 14, 2012.

Added Items

- A1. Consider and take appropriate action on an order to adopt early voting polling places for the November 6, 2012 joint general and special elections.

MOTION: Approve Item A1.

RESULT: APPROVED [UNANIMOUS]

MOVER: Karen L. Huber, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Ron Davis, Karen L. Huber, Margaret J. Gómez

ABSENT: Samuel T. Biscoe, Sarah Eckhardt

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Item C4

Travis County Commissioners Court Agenda Request

Meeting Date: 10/2/12

Prepared By/Phone Number: David Greear, P.E. (854-7650)

Division Director/Manager: Donald W. Ward, P.E., Division Director, Road Maintenance and Fleet Services

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

Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Approve the setting of a public hearing on October 16, 2012 to receive comments regarding a request to close Bullick Hollow Road nightly (9:00pm thru 6:00am, Sunday thru Thursday) between RM 620 and Oasis Bluff Drive from October 29, 2012 to May 31, 2013 in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The City of Austin in conjunction with the construction of Water Treatment Plant #4, has scheduled improvements that consist of the construction of an electrical ductbank along Bullick Hollow Road from RM 620 to Oasis Bluff Drive.

The City anticipates a 7 month construction period with road closures from October 2012 to May 2013. Excavation will consist of a trench 10-12 feet in width along the ductbank alignment and several wider, 18 ft portions of the trench for the ductbank manholes with no more than 200 linear feet of trench open at one time. Road closures to thru traffic will be at nighttime only (Sunday thru Thursday), from 9:00 PM to 6:00 AM, with an emergency access lane maintained at all times. Detours will be managed with signage and programmable electronic sign boards as detailed in the Detour Plan included in the attached Traffic Control Plan sheets. At the end of each night shift, texturized steel plates (and support members) will be welded and pinned into place over any open excavations and daytime traffic flow of one lane in either direction will be maintained. All local traffic will still have access during construction.

STAFF RECOMMENDATIONS:

Staff recommends that Bullick Hollow Road between RM 620 and Oasis Bluff Drive be closed to through traffic nightly from October 29, 2012 through May 31, 2013 or until construction is completed.

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

This closure will require some work by Travis County road maintenance crews to post public notices, all detour signage will be installed by the contractor.

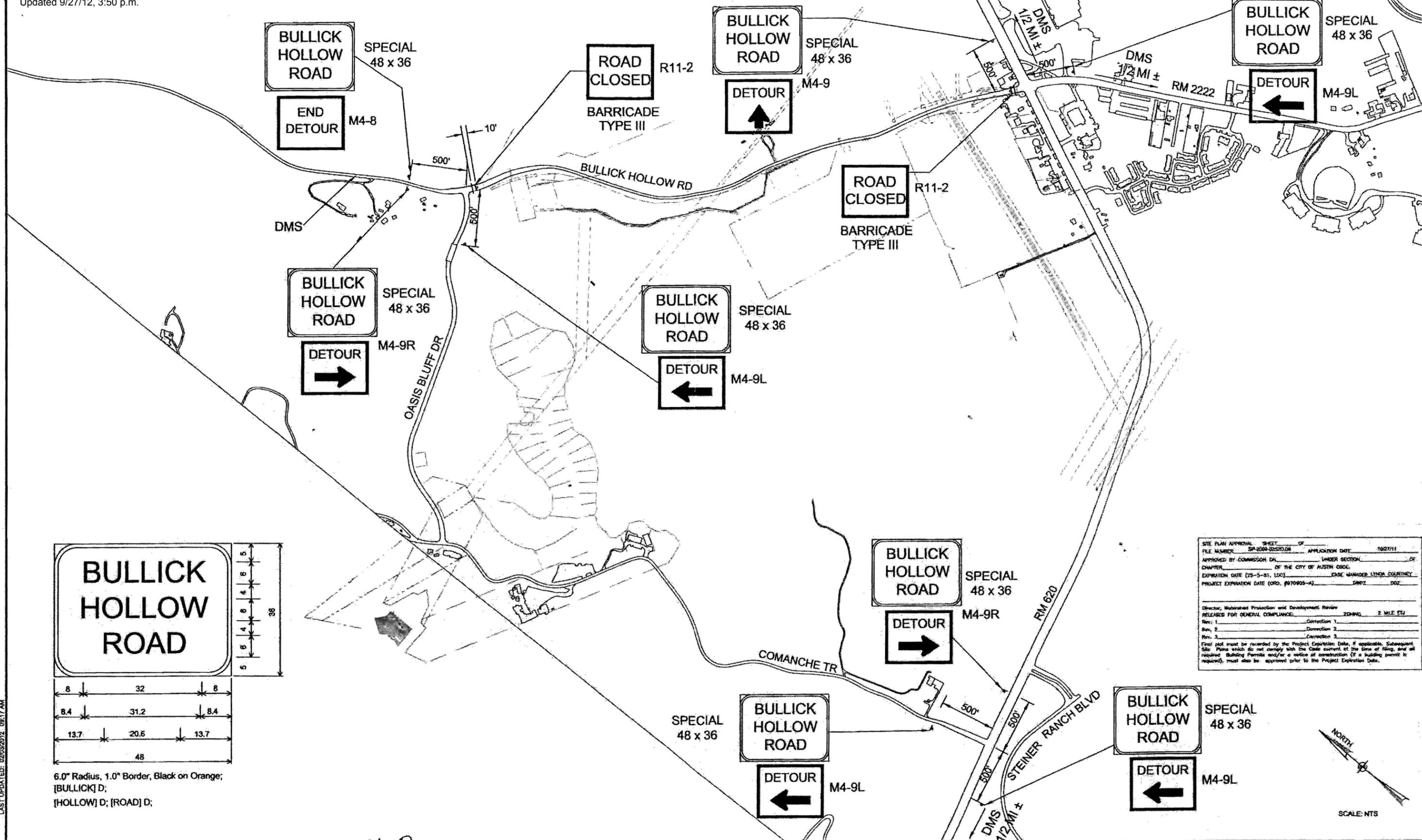
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

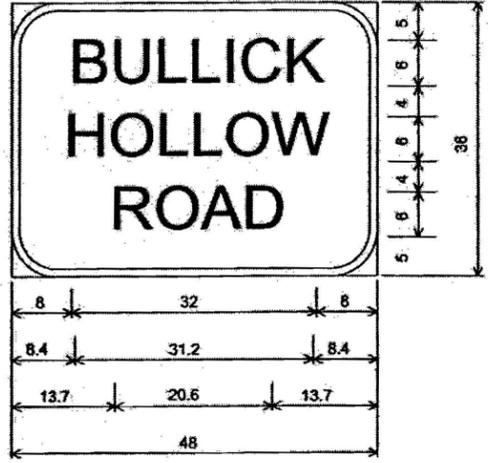
CC:

Don Ward, TNR (854-9317)	ESD # 4 836-7566	Stephanie Jensen COA Public Safety GIS, (974-6446)	
David Greear, TNR (854-7650)	ESD # 6 266-2533	TCSO Dispatch (974-0845 +3)	
Howard Herrin, TNR (266-3314)			

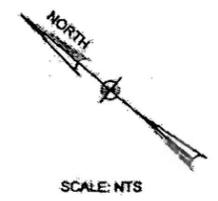
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0801 - NREQ -



SITE PLAN APPROVAL SHEET OF		APPLICATION DATE	10/27/11
FILE NUMBER	SP-2010-02573.08	UNDER SECTION	
APPROVED BY COMMISSIONER	DR	OF THE CITY OF AUSTIN CODE	
CHAPTER		CASE MANAGER	LYNDA COURTNEY
EXPIRATION DATE (25-5-31, LDC)		PROJECT EXPIRATION DATE (ORD. #070905-4)	08/22 002
Director, Watershed Protection and Development Review			
RELEASED FOR GENERAL COMPLIANCE: ZDHWG 2 MLE ETJ			
Rev. 1	Correction 1		
Rev. 2	Correction 2		
Rev. 3	Correction 3		
Final plan must be recorded by the Project Expiration Date, if applicable. Subsequent Site Plans which do not comply with the Code current at the time of filing, and all required Building Permits and/or a notice of construction (if a building permit is required), must also be approved prior to the Project Expiration Date.			



6.0" Radius, 1.0" Border, Black on Orange;
 [BULLICK] D;
 [HOLLOW] D; [ROAD] D;



LAST UPDATED: 02/03/2012 09:17 AM
 LAST SAVED BY: groms

REV	DATE	BY	DESCRIPTION

DESIGNED
BEE

DRAWN
JNTG

CHECKED
MR

DATE
FEBRUARY 2012

AECOM

AECOM TECHNICAL SERVICES INC.
 400 W 15th STREET SUITE 500
 AUSTIN, TEXAS 78701
 WWW.AECOM.COM
 TBE REG. NO. F-3580

Carollo

Engineers...Working Wonders With Water™

FIRM REGISTRATION NO. F-882

CITY OF AUSTIN

WATER TREATMENT PLANT NO. 4

WTP 4 - BULLICK HOLLOW ROAD DUCTBANK

CIVIL

TRAFFIC CONTROL PLAN
 DETOUR PLAN

VERIFY SCALES
 BAR IS ONE INCH ON ORIGINAL DRAWING
 0 1" = 100'

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

JOB NO. 6460H.10
 DRAWING NO. 7C-00-G23B
 SHEET NO. 23 OF 57

Item 1



Travis County Commissioners Court Agenda Request Travis County Bee Cave Road District No. 1

Meeting Date: October 2, 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 Minutes for the Voting Session of September 11, 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, September 11, 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 September 11, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Kimberlie Young.

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. Ratify response to the I.R.S. regarding the request for a small governmental bond exam questionnaire for debt issuance from the Travis County Bee Cave Road District No.1.

Members of the Court heard from:
Travis Gatlin, Senior Budget Analyst, PBO

MOTION: Approve Item 1.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Item 1

Travis County Health Facilities Development Corporation Agenda Request

Meeting Date: 10/2/2012

Prepared By/Phone Number: Andrea Shields 854-9116

Elected/Appointed Official/Dept. Head: Leslie Browder

Agenda Item Sponsor: Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on annual Brown Santa 5K, Kid's K and Decker Challenge, Sunday December 9, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: The Wellness Committee and the Brown Santa 5K Race Committee request the same approvals granted by the Commissioners Court and the County Corporations that have been approved for the last eight years. Details are described in the attached memorandum.

STAFF RECOMMENDATIONS: Staff recommends approval of the eight motions listed in the attached memorandum.

ISSUES AND OPPORTUNITIES: Details are described in the attached memorandum.

FISCAL IMPACT AND SOURCE OF FUNDING: Funding from the Travis County Health Facilities Development Corporation has been earmarked to support the activities of the Wellness Committee. The Wellness Committee requests \$2,008.00 in Corporation funds to pay the hard costs associated with the Wellness Fair. This amount is made up of the following:

- \$900.00 for rental of the Banquet Hall
- \$200.00 for Banquet Hall clean-up
- \$908.00 for incidental costs associated with the Wellness Fair

The Race Committee requests that a \$1,000 contingency earmark be approved against the Wellness Budget (Corporation funds) in case sponsor donations fall short of the amount needed to provide tee shirts and awards for participants in the Dec. 11th events.

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.

As of August 31, 2012 there was \$17,265.00 in Travis County Health Facilities Development Corporation funding available to support the activities of the Wellness Committee.

REQUIRED AUTHORIZATIONS: County Attorney (John Hille)

cc: Roger El Khoury

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.

WELLNESS



COMMITTEE

TO: Members of the Commissioners Court
Directors of the Travis County Health Facilities Development Corporation

FROM: Dan Mansour
Chair, Wellness Committee

Donna Stirman
Chair, Race Committee

SUBJECT: **Travis County Wellness Fair**
Brown Santa Benefit 5K Run/Walk & Kids K, Decker Challenge
Half Marathon

Proposed Motions:

1. Approve a Wellness Fair to be held at the Travis County Exposition Center Banquet Hall on Sunday, December 9 , 2012 at discounted rental rates
2. Approve payment of up to \$3,008.00 from the Wellness Budget in the Travis County Health Facilities Development Corporation to include payment to the Exposition Center to cover costs associated with the Wellness Fair on December 9, 2012, and related purposes
3. Authorize the Wellness Committee to solicit vendors and sponsors to participate in the Wellness Fair
4. Approve printing up to 5,000 registration forms, flyers, sponsor packets, and other information to promote participation in the Wellness Fair and Brown Santa 5K & Kids K
5. Approve hanging banners in front of County buildings announcing the Wellness Fair at the Expo Center
6. Approve airing public service announcement on TCTV-17

7. Approve sponsoring children from local elementary schools who are served by Communities In Schools
8. Encourage Travis County departments and employees to participate in the 5K Walk/Run either by entering the event or volunteering to assist in conducting the race activities

5K Footrace and Banners:

The Travis County Wellness Committee seeks Commissioners Court authorization to host the 9th Annual Wellness Fair at the Travis County Exposition Center on Sunday, December 9, 2012. This event will again be held in conjunction with the Decker Challenge Half Marathon and the Brown Santa 5K Run/Walk & Kids K. This Wellness Fair is to encourage and foster physical activity, health and wellness in Travis County employees and their families, as well as residents of Travis County.

The Wellness Committee requests that banners be hung in front of the Granger Building and the Travis County Tax Office starting on Monday, October 29th through Friday, December 7th, 2012. These banners will be provided by Brown Santa. If additional banners can be procured, the Committee will hang them in front of more buildings.

Background and History of this Event:

For the past eight years, the Commissioners Court has authorized the Travis County Wellness Committee to host a Wellness Fair at the Travis County Exposition Center in conjunction with the Decker Challenge Half Marathon and the annual Brown Santa 5K Run/Walk & Kids K.

Travis County is partnering again with the Austin Runners Club Decker Challenge Half Marathon to host this event. Through this partnership, there is the expectation that participation in both events will be increased. The Wellness Committee hopes that participants in these races will browse the Wellness Fair exhibits. The Austin Runners Club is providing consultation and guidance in hosting the Brown Santa 5K Run/Walk & Kids K, and sharing costs for the event.

Most other costs associated with the Brown Santa 5K Run/Walk & Kids K will be paid through other sources, including the Brown Santa organization, the Decker Challenge organization, or through the help of sponsors.

Project Brown Santa is a community service of the Travis County Sheriff's Office and the many sponsors and volunteers who make it happen each year. The Brown Santa Program helps over 1,000 deprived families in rural Travis County and residents of a local retirement center. New toys and stuffed animals are donated and passed along to thousands of children in need. Brown Santa also

accepts non-perishable food items that later become holiday meals for families during the Christmas Season. The BS5K was the single largest source of funds for the Brown Santa program last year.

Required Authorizations:

County Attorney: John Hille
County Corporations: Andrea Shields

cc: Roger El Khoury